FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, February 11, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

   a. Approval of Minutes from December 10, 2024 FPRA Meeting.

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

6. **COMMENTS FROM THE PUBLIC**
   Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

7. **CONSENT AGENDA**

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

b. Approval of Change Order No. 12 for General Contractor Services, Journey C & D Group, Inc. in an amount not to exceed $45,654.20 for the City of Fort Pierce Florida Highwaymen Museum renovation project to correct the parking lot elevation to prevent water intrusion.

c. Approval of First Amendment to the Service Agreement with Don Bell Signs for the Scope of Work in Exhibit "A"

d. Approval of Inspire Placemaking Collective Specific Authorization No. 1 in the amount of $99,500.00 for the Downtown Park Conceptual Design

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

f. Approval of Piggyback Agreement with Mastec for the IRD Electrical Relocation portion of Bid No. 2024-016 in the amount not to exceed $194,740.94.

8. **NEW BUSINESS**

a. Update from Innovative Masonry Restoration (IMR) on the Completion of the Exterior Renovation of Old St. Anastasia

b. Resolution FPRA 25-02 appointing Donna Benton to the CRA Advisory Board as Commissioner Taylor's appointee.

9. **STAFF COMMENTS**

a. FPRA Programs & Activities Summary Report - February 2025

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

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

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

FPRA Regular Meeting **4. a.**

Meeting Date: February 11, 2025

Re: Approval of Minutes from December 10, 2024 FPRA Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from December 10, 2024 FPRA Meeting.

Attachments

2024.12.10 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, DECEMBER 10, 2024.

1. CALL TO ORDER

Chairperson Hudson called the meeting to order at 5:05 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

4. APPROVAL OF MINUTES

a. Approval of the Minutes from the November 12, 2024 Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the November 12, 2024 FPRA Meeting.

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

Passed

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

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

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

Passed

6. COMMENTS FROM THE PUBLIC

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

Adolfo Covelli - In support of Freebie

7. CONSENT AGENDA

a. Approval of Change Order No. 11 to General Contractor Services-Highway Museum in an amount not to exceed $2,803.70 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

b. Approval of Change Order No. 10 to General Contractor Services-Highway Museum in an amount not to exceed $16,578.40 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

c. Approval of Change Order No. 9 to General Contractor Services-Highway Museum in an amount not to exceed $9,130.31 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

d. Approval of Change Order No. 8 to General Contractor Services-Highway Museum in an amount not to exceed $9,569.15 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

e. Approval of Change Order No. 7 to General Contractor Services-Highway Museum in an amount not to exceed $6,338.80 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

f. Approval of Change Order No. 4 to General Contractor Services-Highway Museum in an amount not to exceed $37,081.80 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

g. Approval of Funding Agreement with St. Lucie County for the Delaware Avenue Intersection Improvement Project in the amount of $250,000

h. Approval of a blanket Purchase Order to cover the Fort Pierce Off-Duty Detail expenditures in the amount of $317,304.00 for FY2025.

i. Approval of First Amendment to Agreement with Incubate Neighborhood Center (INC) to Lease and Improve Means Court.

Commissioner Johnson pulled items 7a-7f.
Commissioner Gaines pulled item 7i.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve items 7g and 7h of the Consent Agenda.

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

Passed

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve items 7a-7f of the consent agenda.

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

Passed

As to items 7a-7f
The Board inquired on the revitalization of the Highwaymen Museum renovation including budget concerns, previous renovations, and change of use.

Acting City Manager, Linda Cox introduced Conrey Fort and Patrice McKnight, Journey C&D Group and Audria Moore, Project Manager to discuss the project.

Ms. Moore explained the change orders, grants, and the processes necessary to complete the renovations and clarified budget concerns.

Patrice McKnight clarified questions posed by the Board.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 7i of the consent agenda.

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

Passed

As to item 7i

Commissioner Gaines thanked everyone involved in the reopening of the center.

Commissioner Broderick requested a tour of the facility.

8. NEW BUSINESS

a. Fort Pierce Police Department FPRA Off-Duty Details Presentation

Captain Jason Braun presented the Fort Pierce Police Department FPRA Off-Duty Details.

The Board inquired if businesses were aware of the special details, meeting with the DBA, citations, the noise ordinance,

Captain Braun confirmed businesses are aware of the details and confirmed the work being done to address the noise concerns.

Ms. Cox commented that the noise ordinance is being reviewed.

b. Resolution 24-05: Granting or Denying a Time Extension for the Sale Agreement of 612 N 25th St

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

FPRA RESOLUTION NO. 24-05
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING OR DENYING AN AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT AT 612 NORTH 25TH STREET RELATED TO A REQUEST FOR AN EXTENSION OF TIME, TO INCLUDE ANY NECESSARY LITIGATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Maria Garcia, Redevelopment Specialist, commented that the property owner had changed his original request.

Larry Lee, Jr., property owner, provided a history of the street, his original vision for it, and his request for the City to take the property back and donate the funds he put toward it to the Boys and Girls Club.

City Attorney Sara Hedges recommended that the Board take no action on the Resolution and that Staff will work with Mr. Lee for appropriate actions. The other option is to approve the

resolution denying his extension and find him in violation.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to take no action on Resolution 24-05.

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

Passed

c. Discussion and direction to amend Exhibit A "Rates & Services Addendum" to the Master Services Agreement with BEEFREE to add a sixth vehicle until either May 10, 2025, September 30, 2025, or for the remaining term of the contract.

Commissioner Taylor requested clarification on the 6th vehicle.

Ms. Cox clarified that it referred to the Tesla vehicle, five Teslas, and a van.

Sara Delgado, Redevelopment Specialist, presented three options for the BEEFREE agreement and ridership.

The Board commented and clarified the contract details for the addition, the custom wraps, discussed the options, and previous season data.

Ms. Cox commented on the options and possible detail changes if necessary to the contract.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the selection of option two (2) for the service agreement with BEEFREE.

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

Passed

9. STAFF COMMENTS

a. FPRA Programs & Activities Summary

Acting City Manager, Linda Cox commented on the attached FPRA report and introduced Jessica William, the new Redevelopment Specialist.

10. BOARD COMMENTS

None.

11. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 5:41 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting **7. a.**

Meeting Date: February 11, 2025

Re: Avenue D Model Block RFP

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

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

SUMMARY:

In April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop the Avenue D Model Block. This agreement defines the responsibilities and processes involved in the redevelopment of the property located at Avenue D and 7th Street, which includes parcels owned by the City of Fort Pierce, FPRA, and St. Lucie County. The project's vision is detailed in the 2020 FPRA Redevelopment Plan, which identifies this site as a model block, proposing a mixed-use redevelopment that includes apartment housing and commercial spaces.

St. Lucie County led the solicitation process, beginning with a Request for Letters of Interest, which was followed by a formal Request for Proposals. Two firms submitted proposals: Pinnacle Communities and HORUS Academy. An evaluation committee, comprised of staff members from both City of Fort Pierce and St. Lucie County, conducted a review of the proposals including presentations.

Evaluation results:

Pinnacle Communities: 388 points (Ranked 1st)
HORUS Academy: 355 points (Ranked 2nd)

Pinnacle Communities' proposal outlines a total of 157 residential units to be developed in two phases, offering 85 units of affordable rental housing for families, and 72 units of affordable rental housing for seniors. Additionally, the proposal includes four live work units facing 7th Street.

RECOMMENDATION:

Award the RFP to Pinnacle Communities and authorize staff to enter into negotiations to finalize the terms and scope of the partnership for the Avenue D Model Block Project.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Kev Freeman, Planning Director
Mayte Santamaria, SLC Deputy County Administrator
Jennifer Hance, SLC Community Services Director

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact at this time.

Attachments

RFP Tabulation
Selection Committee Scores
Pinnacle Communities Presentation Package
Interlocal Agreement
HORUS Academy Submittal
Pinnacle Communities Submittal

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

TABULATION SHEET
RFP No. 24-044
Moore's Creek Redeveloping Project (aka) Avenue D Model Block Project
OPENED: WEDNESDAY AUGUST 21st,2024 at 3:00 PM

COMPANY NAME: **HORUS ACADEMY**	
CONTACT NAME: **Dr. Lena Graham-Morris**	
PHONE: **407-335-9248**	E-MAIL: **HORUSCSMARKETING@GMAIL.COM**
ADDRESS: **532 N. 13th Street, Fort Pierce, FL 34950**	
COMPANY NAME: **PINNACLE COMMUNITIES II, LLC**	
CONTACT NAME: **Timothy R. Wheat**	
PHONE: **305-854-7100**	E-MAIL: **TWheat@PinnacleHousing.com**
ADDRESS: **9100 South Dadeland Boulevard, Suite 700, Miami, FL 33156**	

NUMBER OF COMPANIES NOTIFIED*: _740_
NUMBER OF BID DOCUMENTS DISTRIBUTED*: _80_
NUMBER OF BIDS RECEIVED: __2__
***per demandstar.com**

RFP No. 24-044

Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

	A	B	C	D		
Selection Committee Mayte Santamaria Jennifer Hance Kevin Freeman Shyanne Harnage Purchasing Division: Desiree Cimino	Jennifer Hance	Mayte Santamaria	Kevin Freeman	Shyanne Harnage	TOTAL	Ranking
APPLICANTS:	**115**	**115**	**115**	**115**	**460**	
Pinnacle Communities II, LLC	**85**	**104**	**95**	**104**	**388**	**1**
HORUS Academy	80	94	83	98	355	2


PINNACLE
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RFP 24-044, Moore's Creek
Redevelopment
Avenue D Model Block Project
December 3rd 2024
ST. LUCIE COUNTY FLORIDA
FORT PIERCE, FL
THE SUNRISE CITY
FPRA

QUALITY ■ COMMITMENT ■ EXCELLENCE






PINNACLE
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Founded in 1997, Pinnacle is a Miami-based family of companies dedicated to full-service real estate development and construction. Pinnacle focuses on providing best-in-class multi-family luxury, workforce and affordable housing communities and has **developed more than 11,000 apartment homes, including Live Oak Villas I & II Fort Pierce.**

Pinnacle has **completed numerous public/private partnership ventures** and has a long track record of exceeding the expectations and needs of our partners and stakeholders, whether they are equity investors, lenders, non-profit organizations or the public sector. Pinnacle is noted for its quality of design, enhancement of the communities we serve, bolstered by its Art in Public Places program, and high-quality resident services.

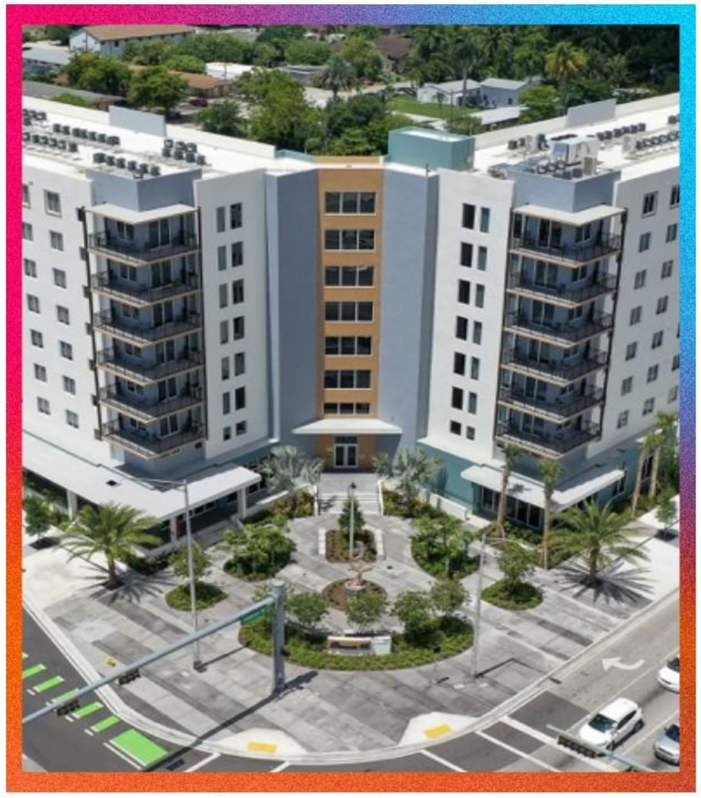
Pinnacle 441

- Two Phases, 213 total units
- 6,760 square feet of retail
- $11.9 of County Gap Financing
- $22 million of BCHFA Bonds
- Total Cost - $93.25 million

SOUTH FLORIDA BUSINESS JOURNAL

2024 STRUCTURES AWARDS

BEST AFFORDABLE RESIDENTIAL PROJECT
Winner - Pinnacle 441



"It provides much-needed affordable housing; incorporates commercial space; features a live-work unit; and includes two newly renovated bus shelters serving three routes... Pinnacle 441's overwhelming popularity - evidenced by over 21,000 lottery registrants for just 113 units - underscores the dire need it fulfills... What truly sets Pinnacle 441 apart is its commitment to enhancing community life. The development features high-quality design and amenities typically reserved for market-rate properties. Its large public plaza, adorned with Clayton Swartz's sculpture "Joy" and three companion pieces Pinnacle donated to the nearby linear park, transforms the area into a cultural landmark."

2024 ROY F. KENZIE AWARD FOR OUTSTANDING HOUSING – LARGE CITY RIVIERA BEACH, FLORIDA

Berkeley Landing







Berkeley Landing **is catalytic to the revitalization of the US #1/Broadway corridor and brings the first major redevelopment to the area in 40 years.**

One hundred and ten families call Berkeley Landing home, in addition to **two emerging entrepreneurs in the live-work lofts with storefront access to Broadway.**

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LEADERSHIP TEAM



Louis Wolfson III

Co-founder of Pinnacle and a 4th generation Miamian, Louis Wolfson has devoted his career to the betterment of South Florida. Mr. Wolfson guides corporate visioning and planning.



David O. Deutch

Co-founder David Deutch leads the everyday operations of Pinnacle, overseeing all facets of the business enterprise, including identifying and orchestrating public and private finance.



Timothy P. Wheat

Mr. Wheat is Pinnacle's lead affordable housing developer and has overseen all of Pinnacle's development activities throughout Florida outside of Miami since 2002.



Coraly Rodriguez, CPA

Ms. Rodriguez oversees Pinnacle's accounting, audit and financial systems. Ms. Rodriguez provides critical operational, human resources and technical oversight.



Hugo Pacanins

Mr. Pacanins manages Pinnacle's market rate division Mr. Pacanins has expertise in structuring and executing conventional and workforce housing transactions.

QUESTION 1 – PROPOSED SITE DEVELOPMENT



QUESTION 1 – PROPOSED SITE DEVELOPMENT

UNIT MIX

- 157 total units, two phases
- 85-unit family & 72-unit seniors
- 2,800 sq. ft. mixed-use/Live Work units facing N. 7th Street

COMMON AREA

- 11,000 square feet of common area:
  - Fitness center, lounge, and community multi-purpose space
  - Space provided for wide range of resident training and health programs
  - Fully staffed on site leasing space operated by Professional Management Inc.

85-UNIT FAMILY

SIZE	AMI%	NO. UNITS	GROSS RENT	SQUARE FOOTAGE
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	42	$ 1,032	700
2BR/2BA	40%	4	$ 826	950
2BR/2BA	60%	30	$ 1,239	950
3BR/2BA	60%	4	$ 1,431	1,100

72-UNIT SENIORS

SIZE	AMI%	NO. UNITS	GROSS RENT	SQUARE FOOTAGE
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	40	$ 1,032	700
1BR/1BA LIVEWORK	N/A	4	$ 2,000	1,400
2BR/2BA	40%	3	$ 826	950
2BR/2BA	60%	20	$ 1,239	950

QUESTION 1 – PROPOSED SITE DEVELOPMENT

INTEGRATION WITH EXISTING USES

- **Fire Station #15**
  - Accessible parking lot for firefighters
  - Additional training space and community activities

- **Beth Ryder Intermodal Facility**
  - Connected by a sidewalk
  - Well-lit and secured pathway for users

- **Mount Mariah Primitive Baptist Church**
  - Enhanced by landscape
  - Pastor Leon Wilson supports the development
  - The church can use the 100-seat amphitheater



QUESTION 2 – OUR ARCHITECTURAL STYLE



The proposed development incorporates design elements inspired by Fort Pierce's architectural heritage

Pinnacle has drawn from surrounding buildings to introduce features into the Moore's Creek Model Block development:

- Stucco exterior walls
- Colonial-style windows
- Parapet
- Played Lintels
- Arch elements

BUILDING 1



BUILDING 2



BUILDING 3



QUESTION 2 – OUR ARCHITECTURAL STYLE

ANCILLARY FEATURES

- **Art in Public Places**
  - Donated or on-loan artwork from the Pinnacle collection
  - Historical markers along the pathway



- **Landscaping**
  - Installation of Yellow Trumpet, Royal Poinciana, and Jacaranda trees
  - Maintained continuously by property management team



- **Moore's Creek**
  - Our development will foster community interaction and placemaking with walking paths, an amphitheater, historical/art markers, and a bridge for connectivity

QUESTION 3 – COMMUNITY SERVICES BUILDING



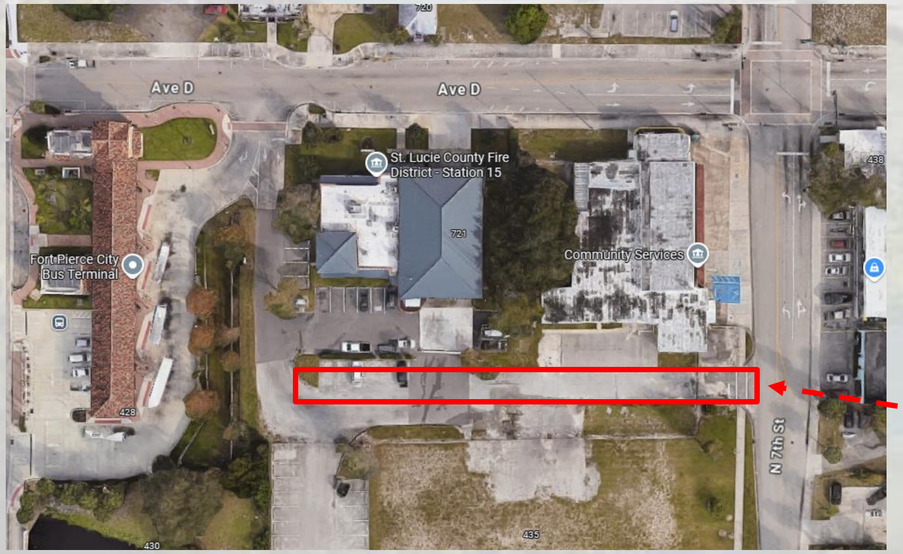


Pinnacle has suggested three viable paths to revitalize and enhance the Family Success Center.

- Capital lease payment of $10,000 for each residential unit that could be programmed to reconstruct the Center
- Possible separate “design/build” agreement to construct this space if public stakeholders can identify resources necessary to rebuild the Center
- Working with public stakeholders to secure New Markets Tax Credits or other resources to provide necessary revenue

QUESTION 4 –FIRE STATION #15 COORDINATION





- Development team met with Fire Chief Lee and Deputy Chief Langel of Fire Station #15
- Fire Station expansion is not part of Pinnacle's development program
- Chief Lee educated the Pinnacle team on their funding and development strategies
- Fire Chief Lee and Deputy Chief Langel support the project site plan and renderings
- Pinnacle and Fire Station #15 teams will work together to ensure effective coordination and integration
- Uninterrupted fire truck ingress and egress access to N. 7th Street (shown here) will be preserved by Pinnacle

QUESTION 5 – PARKING

- Meets the parking code requirements
- Provides adequate lighting, hardscape & landscape
- Will improve and maintain on-street parking spaces in front of its development



Family Success Center	Building 1 & 2	Building 3	On Street Parking	TOTAL
41 Spaces	115 Spaces	76 Spaces	35 Spaces	267 Spaces

QUESTION 6 – DEVELOPMENT PRO FORMA

Development Cost – Total of $62 million

- Family Phase $33.7 million
- Elderly Phase $ 28.9 million

Sources

- FHFC 9% Housing Tax Credit
- Local Contribution Area of Opportunity (LGAO) contribution $460,000
- 4% HTC with State Apartment Incentive Loan (SAIL) Funding
- Developer Deferred Fees

Land Lease Proposal

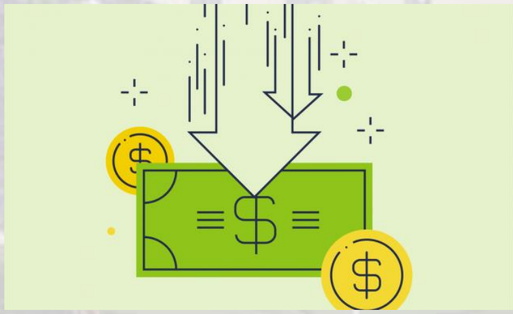
- 99-year lease for a capital payment of $10,000 per residential unit



QUESTION 7 – VISION AND ECONOMIC STIMULUS

KEY BENEFITS OF THE MODEL BLOCK REDEVELOPMENT

- **Job Creation**: The development will generate both temporary construction jobs and permanent employment opportunities
- **Homeownership Program**: Pinnacle offers tenants a pathway to homeownership by rebating 5% of their rent during tenancy toward their first home purchase
- **Tourism Attraction**: Pinnacle's art installations and the fitness history walk will enhance local tourism, boosting the local economy
- **Enhanced Public Safety**: Increased walkability and improved neighborhood design will promote safety in the area



QUESTION 7 – VISION AND ECONOMIC STIMULUS

KEY BENEFITS OF THE MODEL BLOCK REDEVELOPMENT

- **Affordable Housing**: The project will provide high-quality, affordable housing for seniors, families, and Special Needs populations.
- **Local Material Sourcing**: Whenever possible, Pinnacle prioritizes purchasing materials from local suppliers.
- **Mixed-Use Space Benefits**: The 2,800 square feet of commercial space will empower emerging entrepreneurs and businesspeople to live, work, and play in their neighborhood. This reduces transportation costs and commute times while offering tenants a single rent for dual-purpose spaces.
- **Revenue Generation**: Mixed-use units will serve as revenue generators for tenants, enabling them to reinvest their income into the local economy.



QUESTION 7 – VISION AND ECONOMIC STIMULUS



KEY BENEFITS OF THE MODEL BLOCK REDEVELOPMENT

- **Historical Preservation:** Commemorate those who made meaningful contributions to Fort Pierce
- **Community Events**: The amphitheater will host local events, creating opportunities for pop-up shops, food trucks, and other business exchanges
- **Aesthetic and Economic Impact**: Art and historical markers will beautify the neighborhood and increase property values
- **Catalyst for Development**: The project will inspire other developers to invest in and redevelop nearby properties, creating a domino effect of revitalization
- **Sustainable Design**: Incorporating green building standards will ensure the development is environmentally friendly, increasing its appeal and long-term sustainability

WHY PINNACLE?

WE ARE COMMUNITY BUILDERS!!!! It is part of our brand as **PINNACLE COMMUNITIES**



Why choose the Pinnacle Team?

- Public Private partnership experts
- Long-term development hold strategy
- Financial capability to assume risk
- In-House construction capability to meet timelines
- Pinnacle's partners have 100 + years of collective development, construction, and financial experience
- Longstanding intuitional lender and investor relationships based on best-in-class financial performance
- Signature Art in Public Places program
- Strong emphasis on local hiring and local business participation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THANK YOU!

PINNACLE
COMMITTED TO EXCELLENCE

MOORE'S CREEK REDEVELOPMENT
QUESTIONS AND ANSWERS FOR SELECTION COMMITTEE
DECEMBER 3, 2024

1. Describe in detail the proposed site redevelopment, including location, type and number of units, location of commercial components and general concept of square footage of these components, as well as integration with existing uses (fire station, intermodal transfer station, Community Services Bldg., etc.)

Pinnacle is proposing a combination mid-rise and garden-style development on approximately 4.97 acres. The project includes three residential buildings, lush landscaping, ample surface parking, entertainment features, and various amenities. If resources are allocated for a new Family Success Center, it would be strategically relocated to the west of Browns Court to enhance safety and accessibility for staff and clients. Buildings 1 and 3 (totaling 85 units) per our site plan are collectively Phase 1 of the development. Phase 1 would target families. Building 1, which includes retail components, is positioned along N. 7th Street, offering convenient access and visibility. Building 2/Phase 2 contains 72 units. It is located further inland and complements the skyline, aligning visually with the Dr. Benton Building, which has a similar height. Phase 2 will target seniors aged 62+. Parking areas will be well-lit and landscaped to match the walking and fitness trail, which will feature an array of artistic and historical markers to enrich the community space.

Unit Mix - The unit mix and Area Median Income set-asides comply with the Florida Housing Finance Corporation requirements and Section 42 of the IRS Code. Pinnacle will deliver 157 units, serving a broad range of St. Lucie County residents; with some units set aside for Special Needs persons and are ADA compliant. The unit sizes range from 700 -1,100 square feet. While there are three residential buildings, Pinnacle will develop the site in two phases, and simultaneously or subsequently depending upon Florida Housing awards.

9100 S. Dadeland Blvd., Suite 700, Miami, FL 33156
Tel: 305.854.7100
www.pinnaclehousing.com

PINNACLE
COMMITTED TO EXCELLENCE

85 units of affordable rental housing for families and the general population

Size	AMI%	No. Units	Gross Rent	Square Footage
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	42	$ 1,032	700
2BR/2BA	40%	4	$ 826	950
2BR/2BA	60%	30	$1,239	950
3BR/2BA	60%	4	$ 1,431	1,100

72 units of affordable rental housing for seniors (age 62)

Size	AMI%	No. Units	Gross Rent	Square Footage
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	40	$ 1,032	700
1BR/1BA LIVE/WORK	N/A	4	$ 2,000	1,400
2BR/2BA	40%	3	$ 826	950
2BR/2BA	60%	20	$ 1,239	950

Common Area - The development will feature 11,000 square feet of common areas, including:

- Fitness center, lounge, and community room.
- Space provided for a wide range of resident training and health programs
- Fully staffed on-site leasing space operated by Professional Management Inc.

Commercial Component – Pinnacle proposes four commercial spaces totaling 2,800 square feet. These live/work units, located on the ground floor of Building 1 facing N 7th Street, reflect Pinnacle's expertise in mixed-use developments. Notable examples: **Berkeley Landing**: Winner of the 2024 Roy F. Kenzie Award for Outstanding Housing – Large City award containing 110 affordable units and 2 live/work spaces. **Pinnacle 441**: Winner of the 2024 South Florida Business Journal Structures Award for Best Affordable Residential Project, featuring 6,760 square feet of retail.

Integration with Surrounding Features

- **Fire Station #15**: The parking lot design provides accessibility for fire station activities, increasing their usable space for training and events.
- **Beth Ryder Intermodal Facility**: The site ensures connectivity for residents, including those in car-free or zero-car households.

- **Mount Mariah Primitive Baptist Church**: Pinnacle will work closely with Pastor Leon Wilson to ensure the church remains undisturbed. Pastor Wilson supports the development. The church can use the 100-seat amphitheater.
- Pinnacle will enhance the landscape making it aesthetically pleasing.

2. Describe in detail the proposed architectural style of the proposed redevelopment, why the style was selected and its compatibility/integration with the surrounding community.

Florida is renowned for its Mediterranean architectural style, a hallmark also seen in Fort Pierce. The proposed development incorporates design elements inspired by Fort Pierce's architectural heritage. Pinnacle has drawn from surrounding buildings to introduce features into the Moore's Creek Model Block development, such as stucco exterior walls, colonial-style windows, accented entries, and arch elements.

- **Art in Public Places:** Featuring donated or leased artwork from the Pinnacle collection, plus historical markers along walking paths. Examples include the Lincoln Theater, Blessed Martin Catholic School, and the Old Police Station and Jail.
- **Landscaping:** Key community-recommended plants such as Yellow Trumpet, Royal Poinciana, and Jacaranda trees will be used extensively alongside other Florida-native species. Maintained continuously by the property management team.
- **Moore's Creek:** Our development will foster community interaction and placemaking with walking paths, an amphitheater, historical/art markers, and a bridge for connectivity.

3. Describe in detail the proposed remodel/enhancement of the existing Community Services Building, if applicable.

Pinnacle has suggested three viable paths to revitalize and enhance the Family Success Center.

- Capital lease payment of $10,000 for each residential unit that could be programmed to construct the Center.
- Ability to enter into an agreement with the public stakeholders for a separate "design/build" agreement to construct this space if the public stakeholders can identify the specific resources necessary to build the Center.
- Working with the public stakeholders to secure New Markets Tax Credits or other resources to provide necessary revenue.

If awarded and if resources are allocated by the County to reconstruct the Family Success Center, our approach will be further refined through coordination with County staff, Community Services, Veterans Services, Women, Infants, and Children (W.I.C.) offices, and the obstetrician-gynecologist medical services tenant. Pinnacle's in-house construction company, PC Building, will play a crucial role in the planning and design phases to ensure the successful delivery of the new Family Success Center.

During a site tour, Gregory Gabriel with Pinnacle assessed the existing space and identified opportunities for improvement to enhance staff satisfaction and create a more pleasant work environment. Proposed enhancements include two meeting rooms: a small meeting room and a larger main conference room with seating for 25–30 staff, as well as an enclosed and adequately sized lunchroom to replace the current inadequate breakroom. Thoughtful space planning will also optimize office layouts and eliminate the "maze-like" experience currently required to access Veterans Services.

Lastly, exterior improvements should include proper lighting to ensure staff safety during late afternoon departures, separate parking for employees and clients, and, if possible, weather protection. Currently, staff must cross the street to access employee parking, which poses a challenge that needs to be addressed.

4. Describe any engagement that has occurred with the St. Lucie County Fire District and any proposed coordination, if applicable, on the fire station expansion.

The development team met with Fire Chief Lee and Deputy Chief Langel of Fire Station #15 to gain insight into the station's expansion plans and programming. During the meeting, it was revealed that the +/- 0.53-acre parcel located at 480 N 7th Street has been designated for the station's expansion. The Chief emphasized the importance of ensuring ingress and egress access for fire trucks to exit onto North 7th Street.

While Pinnacle is not involved in the construction or funding efforts for Fire Station #15, the development team is encouraged to know that the station's design phase is fully funded, with construction funding pending through the budgetary process. Pinnacle is committed to making all necessary accommodations to support the Fire Station's expansion when it breaks ground.

Lastly, the meeting concluded with the understanding that Pinnacle's proposed development has the support of Fire Station #15, and all parties are committed to coordination as the development process is undertaken for both components.

PINNACLE
COMMITTED TO EXCELLENCE

5. Describe the onsite parking proposed, the approximate number of total spaces, and how many may be generally allocated to the proposed uses. Describe in detail any proposed exclusive control of parking areas, if applicable.

Family Success Center	Building 1 & 2	Building 3	On Street Parking	TOTAL
41 Spaces	115 Spaces	76 Spaces	35 Spaces	267 Spaces

The development meets the parking requirement of 1.5 spaces per unit and includes additional on-street parking in front of the site. The parking space count is detailed in the accompanying chart. Pinnacle will ensure sufficient parking and accessible spaces for individuals with mobility limitations.

Professional Management Inc. (PMI), which has managed Pinnacle's portfolio for over two decades, will maintain all parking spaces within this development, excluding the Family Success Center's surface parking. It is appropriate for the government authority to oversee the Family Success Center parking to better manage employee coordination, policy enforcement, and access control.

Within PMI's scope of work, preventive maintenance is a top priority, ensuring the community is well-maintained, upholds the Pinnacle brand, and remains a development everyone can take pride in. This focus extends to the open spaces designed to attract and engage visitors.

6. Describe your pro forma capital and operating budgets indicating sources of revenues and required expenditures, particularly requests for public funding like the Fort Pierce Redevelopment Agency (CRA) and the Fire District.

Pinnacle has successfully financed developments through diverse financial vehicles, including traditional financing, private equity, bonds, Housing Tax Credits, and various federal, state, local, and private funding sources. Pinnacle will assume the financial risks necessary for the successful completion of the project, including Construction Completion and Operating Deficit guarantees. Once funding is secured from the Florida Housing Finance Corporation (Florida Housing), the city can be assured of the project's delivery.

Financial Structure
Florida Housing and IRS Section 42 guidelines influence the allocation of units by Area Median Income (AMI). Pinnacle proposes phase one units at 40% and 60% AMI.

- **Total Projected Development Cost**: $62 million
  - Family Phase: $33.7 million
  - Elderly Phase: $28.9 million
- **Funding Sources**:
  - 9% Housing Tax Credits (HTCs)
  - 4% HTCs with State Apartment Incentive Loan (SAIL) Funding
  - Local Government Area of Opportunity Contribution: $460,000
  - 99-year lease with a capital payment of $10,000 per unit

Partnerships and Investments

Bank of America, a longstanding partner, has invested $284 million with Pinnacle. Upon award of the 9% Housing Tax Credits from Florida Housing, Bank of America will purchase $30.5 in projected equity through the purchase of the HTCs for both phases. Bank of America may also provide construction loan financing. Citi Community Capital, another key partner, may also provide construction and permanent financing for both phases. Pinnacle and Citi have executed $200 million in similar transactions since 2014.

15-Year Operating Proforma

Pinnacle's proforma covers pre-development through ongoing property management and includes the following assumptions (see attached proforma):

- **Staffing**: 3 employees, consisting of a property manager and maintenance supervisor and a porter in each phase
- **Administration**: Includes marketing expenses
- **Contract Services**: Pest control, landscaping, elevator maintenance, and security
- **Insurance**: Covers property, liability, and windstorm
- **Property Taxes**: Based on current rates using the income approach for assessment
- **Replacement Reserves**: Required by investors and lenders for long-term capital improvements

7. Describe how your proposal/vision is an attractive enhancement and economic stimulus to the area.

Pinnacle envisions the Model Block redevelopment as a cornerstone for fostering a prosperous and vibrant Fort Pierce. Through community outreach, we have discovered how meaningful this redevelopment is to local residents. The Pinnacle team is thrilled at the opportunity to collaborate with community members, local stakeholders, and civic leaders to create economic growth and social change. Our goal is to promote

walkability, safety, and a welcoming neighborhood atmosphere. Pinnacle is committed to leaving a lasting positive impact on Fort Pierce.

Key Benefits of the Model Block Redevelopment

1. **Job Creation**: The development will generate both temporary construction jobs and permanent employment opportunities. Pinnacle is committed to hiring a percentage of local trades to support the project.
2. **Homeownership Program**: Pinnacle offers tenants a pathway to homeownership by refunding 10% of their rent during tenancy toward their first home purchase.
3. **Tourism Magnet**: Pinnacle's art installations and the fitness history walk will attract tourists, boosting the local economy through visitor spending.
4. **Enhanced Public Safety**: Increased walkability and improved neighborhood design will promote safety in the area.
5. **Affordable Housing**: The project will provide high-quality, affordable housing for seniors, families, and Special Needs populations.
6. **Local Material Sourcing**: Whenever possible, Pinnacle prioritizes purchasing materials from local suppliers.
7. **Mixed-Use Space Benefits**: The 2,800 square feet of commercial space will empower emerging entrepreneurs and businesspeople to live, work, and play in their neighborhoods. This reduces transportation costs and commute times while offering tenants a single rent for dual-purpose spaces.
8. **Revenue Generation**: Mixed-use units will serve as revenue generators for tenants, enabling them to reinvest their income into the local economy.
9. **Historical Preservation:** Commemorate those who made meaningful contributions to Fort Pierce.
10. **Community Events**: The amphitheater will host local events, creating opportunities for pop-up shops, food trucks, and other business exchanges.
11. **Aesthetic and Economic Impact**: Art and historical markers will beautify the neighborhood and increase property values.
12. **Catalyst for Development**: The project will inspire other developers to invest in and redevelop nearby properties, creating a domino effect of revitalization.
13. **Sustainable Design**: Incorporating green building standards will ensure the development is environmentally friendly, increasing its appeal and long-term sustainability.

9100 S. Dadeland Blvd., Suite 700, Miami, FL 33156
Tel: 305.854.7100
www.pinnaclehousing.com

INTERLOCAL AGREEMENT C23-04-306
(DEVELOPMENT OF THE "AVENUE D MODEL BLOCK")

THIS INTERLOCAL AGREEMENT is made and entered into this 18th day of April 2023, by and between the **CITY OF FORT PIERCE,** a Florida municipal corporation (the "City"), the **CITY OF FORT PIERCE REDEVELOPMENT AGENCY** (the "FPRA"), a public body corporate and politic, and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the parties will potentially realize mutual advantage and substantial economic benefit from the development of the "Avenue D Model Block" (the "Project") to provide affordable workforce housing, jobs, expanded commerce, enhanced public service provision with the redevelopment of the community services facility, and an enhanced tax base; and

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers; and

WHEREAS, the City has the authority to impose and enforce comprehensive plan goals, objectives and policies as well as land development regulations covering the property within the Project; and

WHEREAS, the FPRA has adopted the 2020 FPRA Community Redevelopment Plan covering the property within the Project between Avenue D, N 8th Street and N 7th Street for mixed-use redevelopment with apartment housing and commercial uses a portion of which is shown in the attached Exhibit A; and

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5188086 05/04/2023 09:19:19 AM
OR BOOK 4985 PAGE 1025 - 1033 Doc Type: AGR
RECORDING: $78.00

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of the Project and allocate responsibilities among themselves and designate one or more parties to the agreement to administer or execute the agreement.

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

1. **AUTHORITY**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. **GENERAL DESCRIPTION OF THE PROJECT**

The "Avenue D Model Block Project" is comprised of multiple parcels of land owned separately by each of the parties and generally located at the corner of Avenue D and N. 7th St. in Fort Pierce. The specific parcels of land available will be identified in a Request for Letters of Interest (LOI) to be issued in accordance with Section 3 ("Project Property"). The parties desire to collaborate and solicit LOI's for the development of the Project Property collectively with the goals of attracting businesses, mitigating the affordable housing issue in Fort Pierce and the County, and constructing a new County facility to more effectively provide services to the community.

3. **PROJECT PHASES; COOPERATION**

The parties agree to collaborate in the development of the Project as provided for herein. The Project is anticipated to be a multi-year project commitment that will be accomplished in two phases, which may be further defined by agreement of the parties.

PHASE 1:

- The County shall take the lead on the procurement process, drafting and issuing a Request for LOI's to prospective vendors to gauge private sector interest in the redevelopment of the Project Property, provide opportunities for interested parties to identify other entities that may be interested in participating as co-developers, and to potentially inform the preparation and issuance of a Request for Proposal (RFP) or other solicitation in Phase 2, if warranted.
- Once the Request for LOI's is issued, each party agrees to provide two representatives to serve on a review committee. The review committee shall review all submissions to the Request for LOI and recommend how to proceed to complete development of the Project ("Phase 2").

PHASE 2:

- The parties agree to fully cooperate on Phase 2 of the Project, which may include drafting and issuing a Request for Proposals or other invitation for a specific use or possible group of uses and drafting an agreement with the proposer approved by the parties' respective boards and managing the development of the Project.
- The parties agree to bring an agenda item before their respective boards for consideration and approval of any recommended proposer and authorization to negotiate an agreement.
- The parties may amend this Interlocal Agreement, or, if all parties agree, the parties may choose to enter into separate agreement(s) to further specify,

allocate, or reallocate responsibilities among themselves for completion of Phase 2.

4. TERMINATION

Any party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other parties, provided however, that once the parties issue a Request for Proposal or other invitation as part of Phase II, the parties agree not to terminate the Interlocal Agreement with the understanding that all parties must agree on the approval of the selection of a proposer and authorization to negotiate an agreement with the selected proposer. If, after the issuance of one (1) Request for Proposal or other invitation as part of Phase II, the parties do not unanimously approve a proposer and a negotiated agreement, then any party may terminate this agreement without cause by giving ninety (90) days written notice to the other parties.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand

delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to FPRA:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

8. FILING

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes. The Effective Date of this Agreement shall be the date the Agreement is recorded.

9. LIABILITY

The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

10. GOVERNING LAW AND VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

Linda W. Cox
Clerk

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
Mayor

DATE: 4/17/2023

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

ATTEST:

Linda W. Cox

CITY OF FORT PIERCE REDEVELOPMENT AGENCY

BY: Linda Hudson
~~**Mayor**~~ Chairwoman

DATE: 4/11/2023

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

ATTEST:

Deputy Clerk

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

Date: 4/18/23

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

EXHIBIT A

AVENUE D *Model Block*

OVERVIEW

Local retail markets depend on local consumers and residents to activate them. The Avenue D 'model block' seeks to help mitigate the affordable housing issue in Fort Pierce, and Florida. No longer are large vacant lots simply used as residual, symptomatic spaces for parking lots and service areas. The proposed model block includes low apartment buildings and provides ample opportunities for renters and owners to set down roots in Fort Pierce. The model block also provides existing residents options in their living experience.

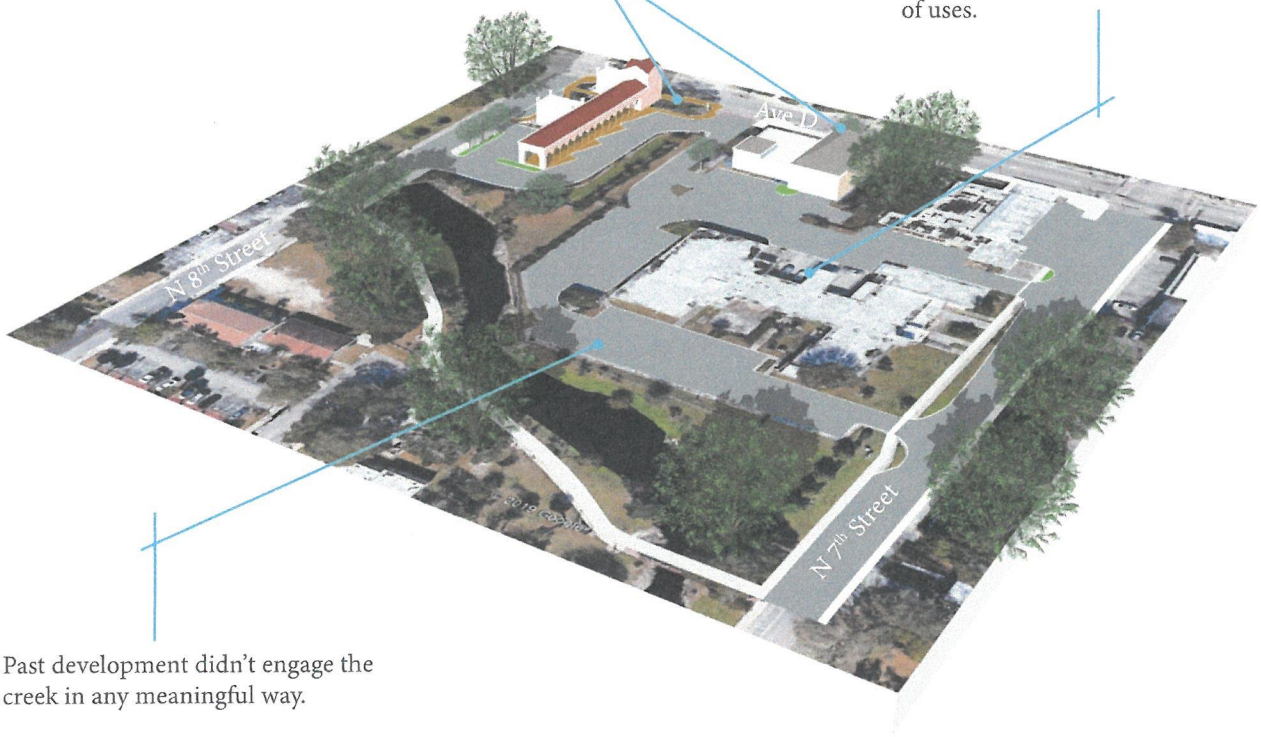
Capitalizing on the existing green corridor, the residences are oriented to highlight views towards Moore's Creek and the downtown area. Large parking lots have been diminished and landscaping helps to break the 'heat island' up into smaller, more manageable spaces.

Additional retail and commercial structures are proposed immediately adjacent Avenue D. Here, a Multi-Modal central station is finally afforded a population for its use, and commercial opportunities to further the reach of a major retail thoroughfare.

EXISTING

Varied setbacks, need to engage street better.

Expansive vacant lot would allow for numerous different land uses, or a mix of uses.



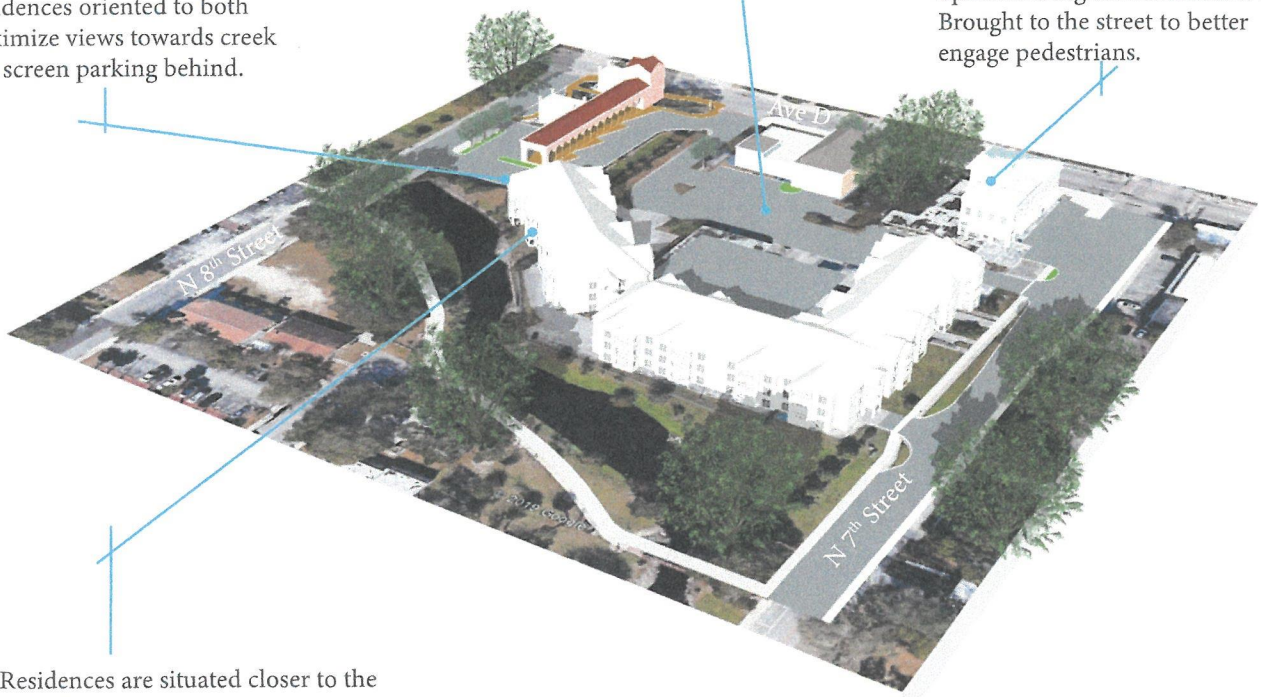
Past development didn't engage the creek in any meaningful way.

PROPOSED

New parking maintains access to fire station while better defining parking use areas.

Residences oriented to both maximize views towards creek and screen parking behind.

Mixed use development allowing for upstairs living and downstairs retail. Brought to the street to better engage pedestrians.



Residences are situated closer to the street to diminish deeper setbacks and better engage the street.



ORGANIZATION COVER SHEET

PART VI: FORMS & ATTACHMENTS

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

PROPOSAL COVER PAGE
SUBMIT ONE (1) UNBOUND HARD-COPY ORIGINAL DOCUMENT, AND FIVE (5) BOUND HARD COPIES, IN A SEALED PACKAGE TO:

PURCHASING DIVISION
ST. LUCIE COUNTY, FL
2300 Virginia Ave., Room 228
FORT PIERCE, FLORIDA 34982

DATE: August 13,2024

FULL LEGAL COMPANY NAME: HORUS ACADEMY

CONTACT NAME & TITLE: DR.LENA GRAHAM-MORRIS

CONTACT PHONE NUMBER: 407-335-9248

CONTACT EMAIL ADDRESS: LGRAHAM-MORRIS@HORUSACADEMY.COM

A PROPOSAL BY
HORUS ACADEMY

8/21/2024

PROJECT FOR
ST. LUCIE BOARD OF
COUNTY COMMISSONERS

RFP No: 24-044;

MOORE'S CREEK REDEVELOPMENT PROJECT

(a.k.a) Avenue D Model Block Project

Contact Information:

Dr. Lena Graham- Morris
(407) 335-9248
LGraham-Morris@Horusacademy.org

Regional Offices:
532 N 13th St, Fort Pierce, Fl 34950
1641 Worthington Suite 504, West Plam Beach, Fl 33409

Mailing Address:
3840 N 50th St, Suite 150, Tampa, FL 33619

HORUS Academy is based on the premise of humble beginnings and built on a dream of stucco and plaster. The primary founder of **HORUS Construction** began its journey over 50 years ago. James Graham Sr. founded it to build an opportunity for his family with the foundation of hard work and integrity.

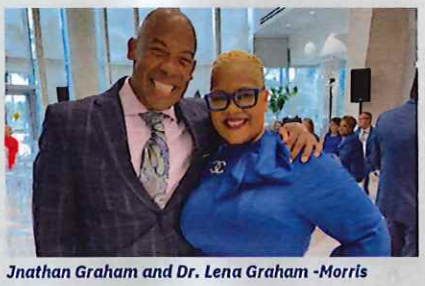
This opportunity gave him the prospect of a foundation of freedom and a growth mindset for his family. In 2001, **HORUS Construction** was co-founded by second-generation sons. James Jr. and Jonathan Graham begin to establish a presence in the southeastern region of Florida as construction managers. The youngest son, Jonathan Graham, took the opportunity to flourish and grow great strategic partnerships, and earn a seat at the table with his peers. During this time, he realized that there were minimal individuals who looked like him getting the same opportunities, and he began to make it his mission to create opportunities for other up-and-coming Black and BIPOC business and community leaders. He continued this path for many years and built a flourishing and successful construction management business while bringing others along to "have a seat" at the table.



George Graham and James Graham Jr.



Jonathan and James Graham



Jnathan Graham and Dr. Lena Graham -Morris



In 2016, Jonathan Graham, in collaboration with his niece, Dr. Lena Graham Morris, created the **HORUS Academy**. ***"This was something that Jonathon was already doing. I used my 15+ years of not-for-profit experience to give the program legs."*** – Dr. Lena Graham-Morris. Henceforth, HORUS Academy was born and Co-founded by Jonathan Graham and Dr. Lena Graham Morris.

A signature program of HORUS Academy was born – "HORUS" Scholars. Due to this signature program, over 6,000 students have been served, and over $200 million in scholarships have been facilitated.

In 2021, the journey brought them to the St. Lucie School District as a partner with local businesses **Remnant Construction** and the number one school builder in the nation, **CORE Construction** to execute the building of DDD and Westwood. Through this expansion, **HORUS Academy** was provided an opportunity with Caneria Gardener, Executive Director of Inc. Biz. **HORUS Academy** forged forward with a collaboration to help revitalize Means Court and have a 2,000 square-foot incubator. This initiative paired with the Redevelopment of Avenue D will allow us to continue to service small businesses and the area. This will further our efforts to support small businesses, start-up businesses and support entrepreneurial activities in the Redevelopment Area. Being embraced and becoming a part of the community, **HORUS Academy** realizes that the next phase of creating sustainable change is revitalizing the community, which brings us to the current opportunity.



HORUS Scholars Scholarship Fair

We are humble and excited to be able to respond to the call to the Redevelopment of Avenue D. Through grassroots initiatives, we have become a part of the community. We have facilitated opportunities to talk to them about their needs and wants, including a partnership with Mount Olive Baptist Church to develop up to 24 townhomes for affordable housing, a proposed expansion to Fire Station 15 along with a monument for fallen heroes, African American cultural art exhibit and a restaurant. The cornerstone of the project will be a 120-unit 5-story mixed used state-of-the-art sustainable housing facility with a concentration on seniors and veterans with 6,000 SF + of commercial retail space. We are enhancing the current community space by adding an amphitheater mobile stage, restroom facilities, pickle ball court, and 15 seating areas to allow the local community an opportunity to enjoy the local resources of Avenue D. In addition, collaboration with the School District of St. Lucie County in an effort to provide workforce housing for available to all employees. We have sat with community leaders to understand long-term objectives and brought a team of industry leaders with us; especially employees based out of the Lincoln Park neighborhood.

Thank you for allowing us the time to present our qualifications for **Moore's Creek Redevelopment Project.** We are eager to work with you and other stakeholders to make this project a success.

Respectfully,
HORUS Academy Board of Directors

Incubate Neighborhood Center
532 N 13th Street,
Fort Pierce, FL 34950

August 20, 2024

St. Lucie County Board of County Commissioners
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Dear St. Lucie County Commissioners,

It is with enthusiasm that I, Canieria Gardner, Chief Executive Officer of Incubate Neighborhood Center, am writing to express our unequivocal support for the proposed mixed-use affordable housing transformational project in the Lincoln Park neighborhood. This initiative represents a significant opportunity to improve the quality of life for our community members and address longstanding issues related to housing affordability, economic opportunity, and community development.

As a leader in our community, I have witnessed residents face numerous challenges over the years, including a lack of affordable housing, limited access to essential services, and insufficient economic opportunities. It has been my professional experience along with statistical data that would suggest the Lincoln Park community residents are the most economically deprived group of people in the County. That are plagued with the social economic barriers that come with living in generational poverty. COVID compounded the effects, leaving multiple families living in one household, because they cannot afford the surging housing cost. These crippling conditions have had lasting adverse effects on residents mental and physical well-being.

I believe the proposed project promises to bring about positive changes in several key areas:

1. **Affordable Housing:** The addition of affordable housing units will provide much-needed relief to families who are struggling with high rent costs and housing instability. This development will offer safe and secure homes for individuals and families, reducing the financial burden on our community members.

2. **Economic Revitalization:** The mixed-use aspect of the project, which includes commercial spaces, will stimulate local economic growth. New businesses and services will create job opportunities, support local entrepreneurs, and contribute to the overall economic health of our neighborhood.

3. **Enhanced Community Services:** The project is expected to include amenities and services that are currently lacking in our area, such as healthcare facilities, educational programs, and recreational spaces. These enhancements will improve the overall well-being of our residents and foster a stronger, more connected community.

4. **Social Cohesion and Inclusion:** By providing housing options for a diverse range of residents, the project will promote social cohesion and inclusion. It will create a vibrant and

inclusive community where people from different backgrounds can live, work, and thrive together.

5. **Safety and Security:** The development's design and infrastructure improvements will enhance the safety and security of our neighborhood. Well-lit streets improved public spaces, and community policing initiatives will contribute to a safer living environment for all residents.

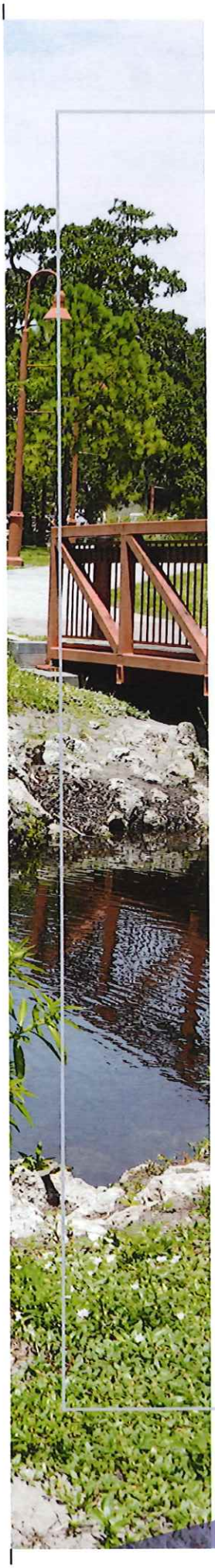
6. **Environmental Sustainability:** We are pleased to learn that the project incorporates environmentally sustainable practices, such as green building materials and energy-efficient designs. These measures will help reduce high utility bills and promote a healthier, more affordable living environment.

I firmly believe that this mixed-use affordable housing project will serve as a catalyst for positive change in this community. It aligns with the vision for a more equitable, vibrant, and sustainable neighborhood.

In conclusion, I wholeheartedly support this transformational project and urge all stakeholders to proceed with its implementation. We are committed to working collaboratively with developers, local authorities, and other partners to ensure the success of this initiative. Thank you for your consideration of our support. Please feel free to contact me at [Phone Number] or [Email Address] if you require any further information or assistance.

Sincerely,

Canieria Gardner
Chief Executive Officer
Incubate Neighborhood Center
Fort Pierce, FL



HORUS ACADEMY

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TAB 9. Addendums

August 20, 2024

St. Lucie County Board of County Commissioners
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Dear St. Lucie County Commissioners,

We, the undersigned residents of Lincoln Park Neighborhood, are writing to express our unequivocal support for the proposed mixed-use affordable housing transformational project in our neighborhood. This initiative represents a significant opportunity to improve the quality of life for our community members and address longstanding issues related to housing affordability, economic opportunity, and community development.

Our community has faced numerous challenges over the years, including a lack of affordable housing, limited access to essential services, and insufficient economic opportunities. The proposed project promises to bring about positive changes in several key areas:

1. **Affordable Housing:** The addition of affordable housing units will provide much-needed relief to families who are struggling with high rent costs and housing instability. This development will offer safe and secure homes for individuals and families, reducing the financial burden on our community members.

2. **Economic Revitalization:** The mixed-use aspect of the project, which includes commercial spaces, will stimulate local economic growth. New businesses and services will create job opportunities, support local entrepreneurs, and contribute to the overall economic health of our neighborhood.

3. **Enhanced Community Services:** The project is expected to include amenities and services that are currently lacking in our area, such as healthcare facilities, educational programs, and recreational spaces. These enhancements will improve the overall well-being of our residents and foster a stronger, more connected community.

4. **Social Cohesion and Inclusion:** By providing housing options for a diverse range of residents, the project will promote social cohesion and inclusion. It will create a vibrant and inclusive community where people from different backgrounds can live, work, and thrive together.

5. **Safety and Security:** The development's design and infrastructure improvements will enhance the safety and security of our neighborhood. Well-lit streets improved public spaces, and community policing initiatives will contribute to a safer living environment for all residents.

6. **Environmental Sustainability:** We are pleased to learn that the project incorporates environmentally sustainable practices, such as green building materials and energy-efficient designs. These measures will help reduce high utility bills and promote a healthier more affordable living environment.

We firmly believe that this mixed-use affordable housing project will serve as a catalyst for positive change in our community. It aligns with our vision for a more equitable, vibrant, and sustainable neighborhood.

In conclusion, we wholeheartedly support this transformational project and urge all stakeholders to proceed with its implementation. We are committed to working collaboratively with developers, local authorities, and other partners to ensure the success of this initiative. Thank you for your consideration of our support.

Sincerely,

Community Residents

Petra Hylton

Lisa Cobb

Latarsha Carson

Charisa Mackey

Robert Adams

6. **Environmental Sustainability:** We are pleased to learn that the project incorporates environmentally sustainable practices, such as green building materials and energy-efficient designs. These measures will help reduce high utility bills and promote a healthier more affordable living environment.

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Sincerely,

Community Residents

Petra Hylton

Lisa Cobb

Latarsha Carson

Charisa Mackey

Robert Adams



TAB 1

EXECUTIVE SUMMARY AND PROJECT DESCRIPTION

Applicants should provide a written narrative of the proposed development project with a succinct summary of the project's key components, indicating how the project meets the goals, requirements, and preferences outlined in this RFP

Moore's Creek Redevelopment Project (a.k.a) Avenue D Model Block Project

Lincoln Park is one of the oldest communities in Fort Pierce, and its story unfolds like a well-worn novel with pages filled by generations of residents. Picture this: as Fort Pierce expanded beyond its original 1800s fort, a settlement called Edgartown emerged. Over time, this community blossomed into a bustling commercial district, and at its heart was Avenue D—the main corridor in the Village of Lincoln Park.

In the 1950s and 1960s, Avenue D was St. Lucie County's vibrant hub for African-American-owned shops, restaurants, businesses, and even a theater. It was like the heartbeat of the neighborhood, pulsing with life and culture.

Zora Neale Hurston, the brilliant author of "Their Eyes Were Watching God," once called Lincoln Park home. And if that weren't enough, the neighborhood also nurtured the talents of the Florida Highwaymen—a group of self-taught, self-mentoring African American landscape artists. These visionaries painted vivid Florida scenes and sold their art from the trunks of their cars during the 1960s and '80s. They even earned a spot in the Florida Artists Hall of Fame!

But like any tale, there were twists. Integration in the '70s brought both progress and challenges. While equal rights and opportunities expanded, Black businesses faced a different reality. Black Wall Street—as some affectionately called Lincoln Park—transformed. Avenue D, once bustling, became nearly deserted. The exodus left its mark, and the neighborhood grappled with crime, poverty, and other social issues.

Yet, hope flickered. Partnerships formed, fueled by a desire to restore and revitalize. Historic buildings are being lovingly preserved, businesses are returning, and infrastructure is getting a makeover. It is the goal of the HORUS Academy development Team to honor the past while creating a brighter future.

Key Components of our "Model Block" Project:

Affordable Housing

The development will include residential units designed to meet the needs of low to moderate-income families, ensuring that the Lincoln Park neighborhood remains accessible and affordable to its current residents while attracting new ones.

Retail and Commeercial Opportunities

The project will feature retail spaces that offer local businesses the chance to thrive, alongside commercial and office spaces that support economic development and job creation in the community.

Community Resource/ Family Success Center

At the heart of the "Model Block" will be a comprehensive proposal for a reimagined community resource and family success center

Onsite Parking

Adequate onsite parking will support residents, visitors, and those utilizing the community and commercial services, ensuring convenience and accessibility.

Fire Station 15

Our team is working closely with Fire Station 15 on specific expansion goals of the station and to incorporate fire safety measures into the design and construction of the development.



TAB 2

ORGANIZATION OF TEAM & CAPACITY

An organizational overview showing all team members, roles, and responsibilities, as well as the individual staff member(s) identified to work on the proposed project. Resumes for each team member must be provided.

Provide a brief narrative that demonstrates the applicant's experience with applying for and using tax increment financing and other government funding mechanisms such as bonds, tax credits, and grants.



Team Capacity

The Moore's Creek Project Team assembles the best-in-class professionals in the Southeastern United States. From engineering to architecture, construction to community engagement, and development to property management, HORUS Academy has sought to partner with the most diverse, qualified, and expert set of development professionals that Ft. Pierce has ever seen.

From HORUS's initial entire into St. Lucie County, we have sought to leverage the best in culture and talent to assist in revitalizing the historic nature of Lincoln Park back to its original splendor with a nod to the rich history of the past, while embracing the latest in modern features to meet the needs of the community in the community.

Our development team marshals over 300 years of experience with the leadership of a 3rd generation construction firm with a unique community-focused philosophy to assist in Lincoln Park's transformation.

We believe that this effort will be used as a cornerstone for all future projects as a testament to the manifestation of the dreams of our ancestors to sustain and support themselves with the help of the Almighty, as was his intention for all of his children.



Projects that have been worked on by HORUS Academy and the experts/professionals we have partnered with.



"Community outreaches are vital as they foster strong connections between our organization and the people we serve. By engaging directly with the community, we gain valuable insights, build trust, and ensure that our projects align with the needs and aspirations of those who matter most. "

Dr. Lena Graham-Morris- HORUS Academy

Community Outreach in Ft. Pierce

Organizational Chart

Project Owner | Developer

HORUS ACADEMY

Board of Directors



Jonathan Graham
President of HORUS Construction| Vice- Chair of HORUS Academy



Dr. Lena Graham-Morris
Board Chair | Interim CEO

Development Team



Ed Jennings
Development Manager



Quintin Smith
Financial Analyst



Donald Odom, Jr.
Project Director

IceMiller
Ice Miller
Legal Counsel

Design & Construction



Zamarr T. Brown
Architect



Joelle Flowers,RA, LEED AP
Architectural Project Manager



Tod Mowry
Engineer \MEP



Stephen S. Cooper, P.E.
Project Engineer

Construction Team



Donald Odom Jr.
Project Director



Grant Curtan
Pre-Construction



Jason Wilson
Senior Project Manager



Jeremy Schulz
Superintedent

Finance Compliance



Ed Jennings
Finance Analyst



Tanya Lukowiak
Grant Writer

KRUSOE REYNOLDS, PA
A CERTIFIED PUBLIC ACCOUNTING FIRM

Robert Krusoe
Accountant

Community & Resident



Chamell Stanley
Property & Facilities Manager



Tina Sibley
Property & Facilities Manager



Luke Lewis
Local Realtor

HORUS ACADEMY

HORUS Academy
Community Outreach | Partnership Liaison



Dr. Lena Graham-Morris
HORUS Academy



Allison Hewitt
HORUS Academy



Sharon Honoret
HORUS Academy

Staffing Matrix

AN ORGANIZATIONAL OVERVIEW SHOWING ALL TEAM MEMBERS, ROLES, AND RESPONSIBILITIES, AS WELL AS THE INDIVIDUAL STAFF MEMBER(S) IDENTIFIED TO WORK ON THE PROPOSED PROJECT. RESUMES FOR EACH TEAM MEMBER MUST BE PROVIDED.

Team Member		Role	Experience	Commitment %	Duties & Responsibilities
	**Dr. Lena Graham-Morris**	Board Chair | Interim CEO -HORUS Academy	3 years	35%	Strategic planning, community engagement, & partnership building to ensure the development meets the needs of the community. Oversees the CDC's involvement in the project and ensures that the project adheres to the principles of equitable development, sustainability, an community empowerment while delivering high-quality housing & public spaces.
	**Ed Jennings**	Development Manager	25 years	50%	Guides the overall development process from concept to completion. This professional provides expert advice on project feasibility, financial structuring, market analysis, and regulatory compliance. Collaborates with the entire development team to ensure that the development aligns with market demands, budget constraints, and community needs.
	**Quintin Smith**	Financial Analyst	20 years	50%	The Financial Analyst manages the financial aspects of the development, including budgeting, securing funding, and financial reporting. They ensure that the project remains financially viable and that all expenditures align with the overall financial plan.
	**Donald Odom Jr.**	Project Director	20 years	100%	The Project Director oversees the entire development process, from conception to completion. This includes coordinating with all stakeholders, managing the project timeline, and ensuring that all aspects of the project align with the strategic vision.
	**Zamarr T. Brown**	Lead Architect	22 years	50%	The Lead Architect is tasked with designing the physical layout and structures within the Model Block. They ensure that the design is both aesthetically pleasing and functional, meeting the needs of residents, businesses, and community services.
	**Tod Mowry**	Engineer | MEP	20 years	70%	Responsible for the planning, design, and oversight of all civil engineering aspects of the mixed-use development project. Ensures that all infrastructure is designed in compliance with local, state, and federal regulations.
	**Joelle Flowers**	LEED | Architectural Project Manager	12 years	70%	Manages architectural projects from the conception stage through construction and completion, ensuring that teams meet quality, schedule, contractual, and budget goals. Takes the lead in Sustainable Design and has experience with LEED Certifications.
	**Tanya Lukowiak**	Grant Writer	25 years	60%	Responsible for researching and writing grant proposals to secure funding for the project. The Grant Writer will identify funding opportunities, prepare applications, and ensure compliance with grant requirements.
	Krusoe & Associates. PA	Accountant	20 years	60%	Manages the financial aspects of the project, including budgeting, bookkeeping, financial reporting, and ensuring that all financial transactions are accurate and comply with regulations.
	**Charnell Stanley**	Property & Facilities Manager	20 years	100%	Oversees the day-to-day operations of the property, including maintenance, tenant relations, and ensuring the facilities are safe and functional. They also handle leasing and enforce lease terms.
	**Tina Sibley**	Property & Facilities Manager	20 years	100%	Oversees the day-to-day operations of the property, including maintenance, tenant relations, and ensuring the facilities are safe and functional. They also handle leasing and enforce lease terms.

Staffing Matrix

AN ORGANIZATIONAL OVERVIEW SHOWING ALL TEAM MEMBERS, ROLES, AND RESPONSIBILITIES, AS WELL AS THE INDIVIDUAL STAFF MEMBER(S) IDENTIFIED TO WORK ON THE PROPOSED PROJECT. RESUMES FOR EACH TEAM MEMBER MUST BE PROVIDED.

Team Member	Role	Experience	Commitment %	Duties & Responsibilities
 **Luke Lewis**	Local Realtor	17 years	100%	Assists in promoting and leasing properties. They provide market analysis, help negotiate deals, and ensure that transactions align with the project's goals
 **Dr. Lena Graham-Morris**	Community Outreach | Partnership Liaison	17 years	75%	Ensures that the voices of local residents and stakeholders are heard throughout the development process. This role involves organizing community meetings, gathering feedback, and maintaining transparent communication between the development team and the community.
 **Alison Hewitt**	Community Outreach | Partnership Liaison	22 years	75%	Responsible for managing relationships with key partners, including Fire Station 15, Mt. Olive Missionary Baptist Church, Inc BIZ, Lincoln Park, local businesses, and governmental agencies. This role involves coordinating joint initiatives & ensuring that the development aligns with broader community goals.
 **Sharon Honoret**	Community Outreach | Partnership Liaison	4 years	75%	The Partnership Liaison is responsible for managing relationships with key partners, including Fire Station 15, Mt. Olive Missionary Baptist Church, Inc BIZ, Lincoln Park, local businesses, and governmental agencies. This role involves coordinating joint initiatives and ensuring that the development aligns with broader community goals.
 **Stephen S. Cooper, P.E.**	Project Engineer	30 years	100%	Responsible for the planning, design, and oversight of all civil engineering aspects of the mixed-use development project. Ensures that all infrastructure is designed in compliance with local, state, and federal regulations.
 **John O' Grady**	Public Safety Project Coordinator	33 years	50%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
 **Grant Curtan**	Director of PreConstruction	33 years	60%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
 **Jason Wilson**	Senior Project Manager	22 years	100%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
 **Jeremy Schulz**	Superintendent	30 years	100%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
IceMiller **Ice Miller**	Legal Counsel	30 years	100%	The Legal Advisor provides legal counsel throughout development, ensuring compliance with local, state, and federal regulations. They also manage contracts, agreements, and any legal issues that arise during the project.
 **Jonathan Graham**	Project Executive	35 years	30%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.

DEVELOPMENT MANAGER

Jonathan Graham

Jonathan Graham has over forty (40) years of experience in the construction industry. As a hands-on entrepreneur and President of HORUS Construction Services, he is uniquely qualified to serve his clients and stakeholders. Jonathan can provide services on a variety of projects. His inclusive approach to identifying and maintaining relationships with subcontractors and vendors adds cohesion to all jobs. His experience includes 150+ educational projects from K-12, higher education, and universities.

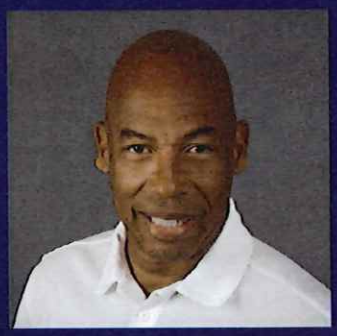
Jonathan's project portfolio exceeds 1 billion dollars. As Project Executive, Jonathan will have the ultimate responsibility to oversee the progress and teams' performance throughout the project's life, and will lead the entire work acquisition process, including management, coordination, and delivery of the preconstruction phases of the project and extensive client contracts



UF SHANDS HOSPITAL
University of Florida Health Network
Type: CMAR | New Build
Value: $160M | Size: 600,000 SF



MOFFITT CANCER CENTER MCKINLEY EAST
Moffitt Cancer Center Board of Trustees
Type: CMAR | New Build
Value: $536M | Size: 535,000 SF



33
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
Bachelor of Construction Management
Pinellas Technical College

LICENSES & REGISTRATION

Construction Financial Officer
CFO-FRO3099

OSHA 30-Hours OTP Certification

FL Gen. Contractor
CGC061213 ICRA Certified

DEVELOPMENT MANAGER

Edward L. "Ed" Jennings

Edward L. "Ed" Jennings, is a business owner and developer from Gainesville Florida. He also served as a member of the Florida House of Representatives from 2000 to 2006, representing the 23rd District. After serving, Jennings was appointed as the Regional Director for the United States Department of Housing and Urban Development. In 2010, Jennings was appointed to serve as the Regional Director of Region IV at the Department of Housing and Urban Development, overseeing Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Puerto Rico, and the U.S. Virgin Islands. Then-HUD Secretary Shaun Donovan said, "Today, we need to have people on our senior management team who have the experience to get the job done and I have no doubt, Ed Jennings is just such a person. The eight states that make up our Southeast Region will benefit enormously from his experience and I'm proud he's answered the call to serve."

Mr. Jennings has also served as Developer/Owner of multi-family, commercial and mixed-use projects. The following are brief descriptions of the projects:



PROJECT NAME: Lewis Place
Location: Gainesville Florida
Size: 10 acres, 2 Story Development with 112 units
Unique feature: All Units Built to Energy Star Standard-1st of its kind in Florida and received Florida Homebuilder Association Aurora Award.
Project Costs/Budget: $8.0 million
Role: Owner/Co-Developer



PROJECT NAME: Tiger Bay Court
Location: Gainesville Florida
Size: 10 acres, 3 Story Development with 96 units
Project Costs/Budget: $12.5 million (Financed with IRS Section 42 9% LI- HTC in a Qualified Census Tract (QCT)
Role: Owner/Co-Developer



25
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
Bachelor of Arts, University of Florida, College of Liberal Arts and Sciences, Major in Political Science with emphasis in Business Administration and Spanish-1993

LICENSES/ CERTIFICATIONS
Real Estate Salesperson License, State of Florida-1999-present

PROJECT DIRECTOR

Donald Odom, Jr

An accomplished Construction Manager with over 20 years of experience in residential and commercial construction, with a particular focus on preconstruction planning and budgeting. Donald has a deep understanding of developing accurate project estimates, setting realistic budgets, and maintaining financial efficiency throughout the entire construction process. His expertise extends across a diverse range of affordable housing projects, from small-scale developments to complex, large-scale initiatives.

He is recognized for his ability to create and implement strategies that empower local subcontractors by providing them with the skills, resources, and opportunities needed to participate in significant development projects. His approach ensures that local businesses and workers are not only included but thrive, fostering a sense of ownership and pride within the community.

Committed to community involvement, he actively engages with local stakeholders and prioritizes workforce participation from the areas where projects are located. By integrating local subcontractors and labor into the construction process, he not only delivers high-quality results but also contributes to the economic growth and sustainability of the communities he serves. His work is driven by a passion for building strong, resilient communities that benefit from the developments in which they are involved.



SARASOTA HOUSING AUTHORITY

PROJECT NAME: Lofts on Lemon

Location: Sarasota Florida
Size: 128-unit five story multifamily
Value: $42,257,213
Role: Director of PreConstruction



TAMPA HOUSING AUTHORITY

PROJECT NAME: The Boulevard at West River

Location: Tampa Florida
Size: 623-unit eight-story multifamily
Value: $42,257,213
Role: Director of PreConstruction



20
YEARS OF INDUSTRY EXPERIENCE

EDUCATION

BB.S. Building Construction
University of Florida, 2003

LICENSES/ CERTIFICATIONS

FL Licensed General Contractor
No. CBC1254888
LEED GA

HORUS ACADEMY

FINANCIAL ANALYST

Quintin Smith

PRESIDENT & CO-FOUNDER

For over 20 years Quintin Smith brings efficiency and economy of scale to clients nation-wide. His significant experience with investors and development agencies offers clients the expertise they need to bring their projects to fruition. Additionally, his P3 experience with municipalities around the country has led to the successful delivery of several projects that have enhanced the community.



20
YEARS OF INDUSTRY EXPERIENCE

JEFFERSON COUNTY VA OFFICE
Pine Bluff, AR

A P3 agreement offered Jefferson County the ability to construction a new Veterans Service Office. The 5,000 SF building offers 3 offices for counseling, a museum space for visitors, and recreation room for veterans.



HINDS COMMUNITY COLLEGE STUDENT HOUSING, Utica, MS

This new 70,000 square foot student housing facility will offer 308 new beds to Hinds Community College. The four story building will offer 2-bedroom apartments that share a bathroom. Each floor is equipped with its own laundry room.



JEFFERSON COUNTY CORONER'S OFFICE
Pine Bluff, AR

The building is a 9,060 SF steel framed structure with a sloping standing seam metal roof that includes a cantilevered covered walkway at the north for pedestrian access. The building program includes separate pods for visitors, administration, and a morgue.



SEARK STUDENT UNION
Pine Bluff, AR

This project would create an intentional space on campus for students to gather for collaborative projects, times of student, and general classroom learning. The school is anticipating the project being financed via a PPP developer agreement.



HORUS ACADEMY

PROPERTY AND FACILITIES MANAGEMENT

Tina Sibley

As Vice President of Operations for Dorchester Management, Tina Sibley is responsible for management and oversight of the operations of the portfolio of communities managed by Dorchester. Specifically, Sibley and her staff are responsible for developing, meeting, and exceeding all budgeted financial goals, while adhering to the regulations of multiple mixed-finance affordable housing programs, including tax credits, HOME funds, government tax-exempt bonds, and project based rental contracts, section8 vouchers and maintaining the physical integrity of the properties by executing sound maintenance programs, proper planning, and completion of annual capital projects. Sibley has 29 years of experience in the multifamily property management industry. She has 22 years of experience working with affordable mixed-income housing programs. Prior to joining Dorchester Management, Sibley served as Vice President of Operations for an Atlanta-based property management company, where she oversaw a portfolio generating $15.3 million in annual revenue.

Her roles have included supervision of all property management employees, coordination with the President and CFO for financial planning, development of company-wide policies and procedures and implementation of marketing and training programs. Sibley has also worked with several large national property management companies as a Regional Manager, managing portfolios of up to 12 properties. She has experience with new construction, lease-ups, rehabilitation and resident relocations, property programs, take overs, refinances, loan conversions and properties ranging in class from A to D.



29

YEARS OF INDUSTRY EXPERIENCE

EDUCATION

Bachelor of Science
Resource and
Environmental Economics
University of Florida

CERTIFICATIONS/
REGISTRATIONS

Certified Apartment Manager

DORCHESTER II
MANAGEMENT

PUBLIC SAFETY PROJECT COORDINATOR

John O'Grady



33
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
B.S. Criminology
Florida State University

LICENSES/ CERTIFICATIONS

CPTED

Public Safety (Fire and Law Enforcement) Accreditation

BIOAGRAPHY

John O'Grady is a 33 year Servant Leader in the Public Safety Arena. As a Chief and a Public Safety Director (Fire/EMS/Police) he emphasized the need for Crime Prevention Through Environmental Design (CPTED), and Accreditation Standards to always be met when designing and building new Public Safety Facilities. "There is no room to go backwards when you can capture all of these requirements on the front end."

John has been on both sides of the table during the design and construction of new government facilities. He brings the unique perspective of a facility user and advises the Design Team and Contractor as to what is necessary, functional and practical. He will remain a member of the team through the entire process to help bridge the communication gap between fill in here City/County, and Architect/Builder.

PROJECT EXPERIENCE:

CITY OF ORLANDO
ORLANDO POLICE DEPARTMENT FIREARM TRAINING FACILITY
ROLE: PUBLIC SAFETY ADVISOR
COST: $11M

CITY OF MOUNT DORA
MOUNT DORA FIRE STATIONS (3)
ROLE: PUBLIC SAFETY ADVISOR
COST: $30M

ORANGE CITY
ORANGE CITY POLICE HEADQUARTERS
ROLE: PUBLIC SAFETY ADVISOR
COST: $18M

CLAY COUNTY
CLAY COUNTY FIRE STATIONS #1 AND #22
ROLE: PUBLIC SAFETY ADVISOR
COST: $23M

CLAY COUNTY
CLAY COUNTY PUBLIC SAFETY COMPLEX ROLE: PUBLIC SAFETY ADVISOR
COST: $300M

CORE HORUS

LEAD ARCHITECT ON FIRE STATION

Johnnie D. Lohrum Jr., RA LEED®



20
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
Bachelor of Design, 2001 University of Florida
Master of Architecture, 2003, University of Florida

CREDENTIALS
FL, Registered Architect #AR96099
LEED® Accredited Professional

Johnnie has 22 years of experience and has managed more than 3 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety, correctional and judicial market the improves the community environment. He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients.

RELEVANT EXPERIENCE:

*Fire Station#9 & 23, Sarasota County Government
Principal In Charge-10,000 SF / $4.3 million / experience working with fire station staff / includes 3 apparatus bays, EMS, fitness area, kitchen and dining, dayroom, dorms and a county wide fueling station / safety measures have been built into the design to protect crew from carcinogens / essential facility

*Fire Station #81, City of DeLand
Project Manager-16,500 SF / $5 million / experience working with fire station staff / includes 4 apparatus bays, gear storage, decontamination room, EMS and first-aid, workshop, storage, crew quarters, fitness room, media and dayroom, kitchen, administration spaces, and a community/ training room / 4 bay fire logistics building

*Golden Gate EMS Station # 74 – Naples, FL
Public Safety Architect-14,082 SF / $6.3 million / prototype fire station / training rooms / administration offices / decontamination areas / fitness room / 5 drive-thru apparatus bays / fire training tower / commercial kitchen

*Fire Station #17 (DAB ARFF)– Volusia County
Project Manager-14,440 SF / $6.1 million / prototype fire station / 4 apparatus bays / physical training room / living and dining areas for crew / decontamination room / EOC

*Fire Station#47 & 23 – Volusia County
Principal In Charge-12,000 SF / $7.1 million / prototype fire station / 3 drive-through apparatus bays / physical training room, EMS storage, living and dining areas for crew, decontamination room

CORE HORUS

LEAD ARCHITECT

Zamarr T. Brown, RA, LEED AP



22
YEARS OF INDUSTRY EXPERIENCE

EDUCATION

Tuskegee University | Tuskegee, AL | 1998 | Bachelor of Architecture

Miami Dade College | Miami, FL | 1995 | Associates of Arts in Interior Design

BIOAGRAPHY

A Mr. Brown is the Founder, Owner and Principal Architect of Design2Form (D2F) an Architectural, Interior Design, Planning, and Project Management Firm located in Miami, FL. Mr. Brown has over 22 years of experience with several facets of project types such as commercial, institutional, municipal, hospitality, inspirational, industrial, recreational, single-family residential and multi- family residential facilities. Professional awards include the Greater Miami Chamber of Commerce 2013 Top Minority Business Award and the Legacy Magazine 2013 40 Under 40 Black Leaders of Today and Tomorrow Award. Mr. Brown recognizes the importance of building communities by revitalizing the fabric of neighborhoods and commercial corridors through responsible, environmentally conscious and contextual embraced design. This has been achieved by Mr. Brown and his Firm proudly taking the initiative to engage community leaders, agencies, business owners, residents, and youth while working on projects. His goal on any project is to stand as a common thread uniting ideas, concepts, budgets and contexts.

NOTABLE PROJECTS

January 2002 - Present

- Lincoln Gardens Senior Building (Miami, FL)
- Opa-Locka CDC Magnolia North Master Plan and Revitalization Project (Opa-Locka, FL)
- Superior Manor Phase II Apartments (Miami, FL)
- Southeast Overtown Park West CRA Quadplex (Miami, FL)
- Southeast Overtown Park West CRA Duplex (Miami, FL)
- ULBC Urban Village (Oakland Park, FL)
- North Miami Police Athletic League Training Facility (North Miami, FL)
- M&M Maison II Apartment LLC (Miami, FL) Magnolia North 15050 Duval Street Apartments (Opa-Locka, FL)
- Magnolia North 2070 Lincoln Avenue Apartments (Opa-Locka, FL)
- Magnolia North 2060 Lincoln Avenue Apartments (Miami, FL)
- North Park Club House & Management Office at Scott Park (Miami, FL)

Design2Form
Architecture • Interiors • Project Management

LEAD CIVIL ENGINEER

Tod Mowery

Mr. Mowery's experiences as President of an urban land planning company and a 3D graphics/rendering & video company, along with his former experiences as the chairman of the St. Lucie County Board of Commissioners, a city manager for 3 cities, an assistant town manager, a regional director of a south Florida planning firm and a private planning and management consultant have provided him with vast opportunities to experience both public and private sector work from many angles. His professional career has allowed him to work in several different states, along with experiences in Geneva Switzerland and Zambia, Africa. One notable project includes his organizing efforts in the successful $670 million dollar recruitment of the world's largest nonprofit bioscience institute, the Scripps Research Institute, to North Palm Beach County.

Mr. Mowery services several of Florida's largest builders/developers in governmental affairs, urban planning and design, 3D renderings/videos, project management, permitting, land use and zoning approvals. He has become a key player in facilitating successful project approvals for all types of development projects and also provides full- service contract planning services for small Florida municipalities. He has authored 12 municipal zoning ordinances and 4 comprehensive plans.

Notable Projects

Fisherman Wharf
Redtail Design Group was tasked to create a festive retail masterplan project for the Fort Pierce Waterfront near Seaway Drive called Fisherman's Wharf. The project involved both city and county properties, along with some privately owned properties. The project created an innovative pedestrian friendly development focusing on creating a hub for both marine and tourist-oriented activities. The development included multifamily residential housing, restaurants, retail, a boat house, parking, pedestrian bridges, a landmark lighthouse. The project was in response to a City initiated RFP and was the winning project out of all submittals received by the City.

Fort Pierce Highwaymen Museum
The City of Fort Pierce engaged Redtail DG to create a concept for the new Highwaymen Museum, honoring the 26 world renowned African American landscape painters who originated in the City of Fort Pierce. The project, located on Ave D in Fort Pierce honors the notable painter sand their art work by reflecting the style of many of their work onto the east side of the existing historic Ave D storefront building. The project also involves a lot of symbolism from the African continent.



32
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
1994: University of Tennessee; Master of Science in Planning

1990: Kent State University; Bachelor of Business Administration, Major in Management

CERTIFICATIONS/ REGISTRATIONS
LEED Accredited Professional
Certified General Contractor Florida
DBIA Certified Professional

REDTAIL DG

PROJECT ENGINEER

Stephen S. Cooper, P.E.

Mr. Cooper has over 30 years experience in civil engineering design of streets, storm water management systems, water distribution system design, wastewater collection system design and construction management, including extensive permitting experience with various federal, state and local agencies.

Mr. Cooper engineering firm has worked on countless residential, commercial, industrial, institutional projects and has worked as a sub-consultant to numerous outside engineering firms for various site related engineering task orders. SCPE specializes in site planning, site design, permitting and construction engineering. Site design work includes design of water management systems, water distribution systems, wastewater collection and transmission systems, docks and marinas and other civil engineering site related consulting activities.

Mr. Cooper has experience acting as an expert witness and peer review. SCPE is currently pursuing federal work as an emerging small business and is a certified SDVOSB business with the **Federal Government, SDV-MBE certified with the State of Florida and a SBE with SFWMD.**



30
YEARS OF INDUSTRY EXPERIENCE

Education
B.S., Ocean Engineering, Florida Atlantic University, 1986

CERTIFICATIONS/ REGISTRATIONS
Registered Professional Engineer
State of Florida
#46557
Florida Dept of Environmental Regulation
NPDES
Inspector #24912

Service Related Disabled Veteran
Dept of Veteran Affairs

REDTAIL DG

SENIOR PROJECT MANAGER

Jason Wilson, LEED AP/DBIA

As Senior Project Manager, Jason has over 22 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving DMS's vision and is confident in delivering a successful CMAR project. Jason is well-versed on all operations objectives and works efficiently to guarantee adherence to all construction procedures and field duties. He will foster seamless communication with DMS and the Design Team.



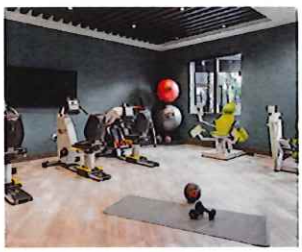
EXPERIENCE LIVING

The Gallery at Hacienda Lakes
Location: Naples, FL
Size: 166,085 SF
Value: $43,433,984
Project Type: Healthcare; Senior Care



INSPIRED LIVING

Alura by Inspired Living
Location: Rockledge, FL
Size: 119,400 SF
Value: $22,962,639
Project Type: Healthcare; Senior Care



EXPERIENCE LIVING

The Gallery at North Port
Location: North Port, FL
Size: 173,089 SF
Value: $37,314,596
Project Type: Healthcare; Senior Care



22
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
BDes - School of Architecture,
University of Florida

CERTIFICATIONS/ REGISTRATIONS
LEED Accredited Professional
Certified General Contractor Florida
DBIA Certified Professional

CORE HORUS

SUPERINTENDENT

Jeremy Schulz

Jeremy brings 30 years of construction industry experience, as well as extensive healthcare and senior living knowledge to your project. His responsibilities include supervising, coordinating, and scheduling trade- work, as well as building an environment of open collaboration with the Construction and Design Teams in order to maintain schedule and budget control. Jeremy monitors the quality of construction procedures and field duties and will utilize his experience with a wide range of construction materials and methods to ensure the FDVA Collier County State Nursing Home project is finished on time, on budget, and with the highest quality



30

YEARS OF INDUSTRY EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CPR& First Aid
Certification



EXPERIENCE LIVING

The Gallery at Hacienda Lakes

Location: Naples, FL Size: 166,085 SF
Value: $43,433,984 Project Type:
Healthcare; Student Housing



EXPERIENCE LIVING

The Gallery at North Port

Location: North Port, FL Size: 173,089 SF
Value: $37,314,596 Project Type:
Healthcare; Student Housing



HERITAGE OAKS OF ENGLEWOOD, LLC

Heritage Oaks of Englewood

Location: Englewood, FL Size: 93,919 SF
Value: $15,127,313 Project Type:
Healthcare; Student Housing

CORE HORUS

DIRECTOR OF PRECONSTRUCTION

Grant Curtan

As Director of Pre-Construction, Grant brings 19 years of experience in the ever-changing conditions and methodologies of preconstruction processes. He will lead the team through design development, value engineering, construction document review, and the establishment of the GMP while working closely to ensure that the finished plans match the expectations, budget, and schedule for your project. Grant will provide bidding strategies and risk analysis information to allow for quick decision making, and he will remain engaged throughout the project, ensuring a seamless transition from preconstruction to construction.



EXPERIENCE LIVING

The Gallery at Hacienda Lakes

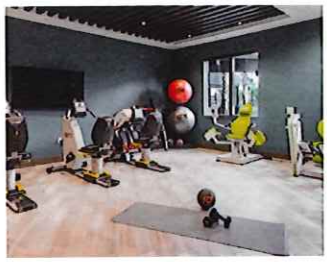
Location: Naples, FL Size: 166,085 SF Value: $43,433,984 Project Type: Healthcare; Senior Care



INSPIRED LIVING

Alura by Inspired Living

Location: Rockledge, FL Size: 119,400 SF Value: $22,962,639 Project Type: Healthcare; Senior Care



EXPERIENCE LIVING

The Gallery at North Port

Location: North Port, FL Size: 173,089 SF Value: $37,314,596 Project Type: Healthcare; Senior Care



19

YEARS OF INDUSTRY EXPERIENCE

EDUCATION

B.S. Building Construction, University of North Florida

CERTIFICATIONS/ REGISTRATIONS

LEED Accredited Professional
Certified General Contractor Florida

CORE HORUS

LOCAL REALTOR

LUKE LEWIS

BIOAGRAPHY

Luke Lewis's business acumen based on transparency and utilizing analytical data, to determine the highest and best use of projects, was acquired during his corporate tenure of 20 years with AmeriGas Propane. Through working in leadership as a negotiator and Sales Manager covering the southern United States, his passion for community development is supported by his ownership of 10 doors located in the Lincoln Park corridor. There, he provides housing and assistance to residents. This was a catalyst for his vision of opening a brokerage here in Fort Pierce where ultimately, our goal is to build relationships to support the One Fort Pierce initiative.

TREASURE COAST REALTY GROUP

PROJECT NAME: BJ's Lounge
Transaction Troubled nightclub in the Lincoln Park community sold to a place of worship.

Value: $975,000
Role: Realtor

TREASURE COAST REALTY GROUP

PROJECT NAME: Boardwalk on the Inlet
Location: Land Acquisition on seaway drive for destination spot

Value: $5,000,000
Role: Realtor

TREASURE COAST REALTY GROUP

PROJECT NAME: K & K
Location: Acquisition of downtown Fort Pierce Properties

Value: $32,000,000
Role: Realtor



4
YEARS OF INDUSTRY EXPERIENCE

HORUS Academy Consultant

Alison A. Hewitt

BIOAGRAPHY

Alison A. Hewitt is also, the President and CEO of Alison A. Hewitt and Associates, is a hands-on community development leader that possesses a wealth of practical business experience and a fresh vision for individuals interested in developing and growing their own businesses and bringing meaningful change to communities.

Hewitt has 24 years of successful economic development and community affairs management experience, including post as the Executive Director for the State of Florida's Office of Urban Opportunity in Tallahassee, FL. While there she oversaw the successful launch of 20 Front Porch communities throughout the state. The Front Porch Florida communities had a budget allocation of more than $25.6 million for urban revitalization including: economic diversity, improved education, strengthening families, and enhancement of Florida's environment and quality of life. As president of Creative Community Solutions, Hewitt implemented business assistance programs to over 200 businesses, marketing/branding strategies, public outreach and surveys and other Strategic Plan Activities to both Community Redevelopment Areas in Manatee County, South County and 14th Street CRAs.



24
YEARS OF INDUSTRY EXPERIENCE

Affiliations
Advantage Capital Partners,
Advisory Board Member

HORUS ACADEMY



TAB 3

QUALIFICATIONS AND REFERENCES

Provide a brief narrative with verifiable evidence of the Applicant's satisfactory performance designing and constructing at least three (3) mixed-use projects of comparable scope and complexity. A reference must be provided for each project provided.

THE DESOTA APARTMENTS & MIXED-USE

Multi-family/mixed-use

Location
Sarasota, FL

Architect
Hoyt Architects

Project Budget
$43,937,549

Final Cost
$43,937,549

Completion Date
August 2017

On schedule

On Budget

Community outreach

LEED Silver



Description

The DeSota Apartments and Mixed-Use project included the new construction of a 10-story 407,279 SF multifamily apartment complex located in Sarasota, FL. The facility houses 180 units comprised of one, two, and three bedrooms, a 251-space parking deck, shell space for retail stores, and two hotel style suites for short term rentals to residents' guests.

Key Features

The project featured:

- >>Quartz Counter tops
- >>Large windows
- >>10-foot ceilings
- >>fitness center
- >>Rooftop,
- >>Resort-style pool
- >>Club room
- >>Outdoor decks

The multifamily apartment complex achieved LEED Silver Certification for Leadership in Energy and Environmental Design from the US Green Building Council for using energy efficient materials.

Reference

Carter USA Development
Patty Neil
404. 888-3117

Key Personnel:
Grant Ciurtan LEED AP Precon
Jason Wilson LEED Sr Project Manager
Jeremy Schulz Superintendent

CORE HORUS

ULBC Urban Village

Multi-family and Commercial/Mixed-use

Location
Oakland Park, FL

Architect
Design2Form

Project Budget
$23.4 Million

Final Cost
$23.4 Million

Completion Date
In process

On schedule

On Budget

Community outreach

Redevelopment Agency

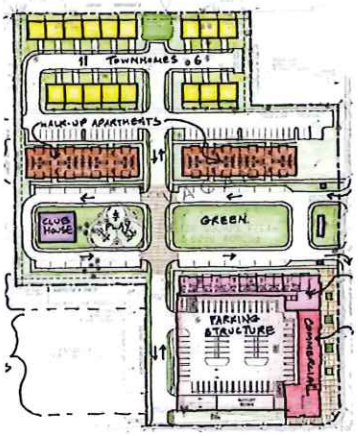


Description

ULBC's Urban Village is envisioned to be an affordable and workforce housing, intergenerational rental community where residents live, learn, work, and play in the City of Oakland Park. The proposed development consists of (17) 3-bedroom townhomes; (48) 2-bedroom walk-up apartments; a mixed-use building containing commercial lease spaces, educational uses, (30) senior residential units , and (30) workforce residential units as well as a parking garage; a 2,600 Sq. Ft. clubhouse building; outdoor playground and central green space. The project is designed to encourage walking and outdoor activity for its residents of all ages and to create a strong sense of community.

Key Features

>> Buildings are oriented around a central Village Green Activity Area that unifies the space and provides an open space for gathering, play and other recreation.



Reference

Carter USA Development
Patty Neil
T: 404. 888.3117

Key Personnel:
Zamarr T. Brown

Design2Form
Architecture • Interiors • Project Management

The Boulevard at West River

Mixed income-affordable housing/Multi Family

Location
Tampa, FL

Architect
BDG Architects

Project Budget
$65,000,000

Final Cost
$65,000,000

Completion Date
September 2021

On schedule

On Budget

Community outreach



Description

623-unit eight-story multifamily with community room for residents, an indoor gym, and a fifth-floor community media room with a balcony.

Key Features

>>Mixed-income affordable housing development
>>Secure access
>>Modern energy-efficient appliances including:

- Washers
- Driers
- Granite counter tops
- Balconies

>> Each tower has its own

- State-of-the-art fitness center
- Library with free computer access
- Spacious game room
- Community spaces for entertaining and gathering.

Reference

Francis Ihedoro | Tampa Housing Authority
T: 813.267.0485

Key Personnel:
Donald Odam Jr.

COMMERCE PARK DEUCES RISING

Multi-family/mixed-use

Location
St. Petersburg, FL

Architect
Howard & Associates

Project Budget
$28,000,000

Final Cost
$28,000,000

Completion Date
January 2026

On schedule

On Budget

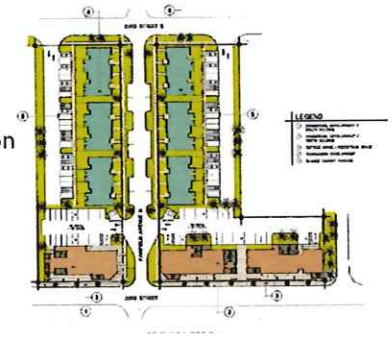
Community outreach



Description

The Commerce Park/ Deuces Rising Project is a mixed-use, mixed-income development that will feature 28,000 to 32,000 sf of retail, office, incubator and co-working space and 26 townhomes to be affordably sold to families from 80-120% AMI.

Key Features



This project consists of two phases:
Phase1: Right of Way Work (Projected budget $1.5M)
Phase2: Commercial and Residential Design & Construction

>> 24- two-story townhomes – Home Ownership
>> Mix of bedroom types – 2 and 3 bedrooms
>> 120% AMI or below
>> Surface Parking and retention
>> Reconstructed Fairfield Ave w/ street parking
>> Approximately 40,000 sq. ft. of commercial space
>> Two-story fronting 22nd Street South
>>Opportunity to configure space for retail, office, and restaurant/café with outdoor seating, incubator, and micro spaces
>> Affordable commercial space for local business

Reference

City of St. Petersburg
James E. Jackson Jr., AIA |
Sr. Project Coordinator
T: 727.892.5342
E: james.jackson@stpete.org

Key Personnel:
Jonathan D. Graham
Dr. Lena Graham-Morris
Sharon Honoret
Alison A. Hewitt

EDEN PARK AT IRONWOOD

Multi-family/mixed-use

Location
Gainesville, FL

Architect:
Andrew Kaplan

Project Budget
$9.5 Million

Final Cost
$10 Million

Completion Date
2004

On schedule

On Budget

Community outreach

Energy Star Standard

Redevelopment Agency



Description

Eden Park at Ironwood is 125,000 SF multi-family affordable family housing complex. The complex has been subsidized by the local housing finance authority, the Florida Housing Finance Corporation, and all 104 of the subsidized units are listed as ready for occupancy. The complex is a mix use facility with the inclusion of the commercial space that houses a 3000 SF child care facility. The local grocer and various shopping venues are also easily accessible.

Key Features

Community Features
>> Day Care
>> Grill
>> Picnic Area
>> Pool
>> Playground
>> Basketball Court



Reference

Gainesville Housing Authority
Pamela Davis
T: 352.872.5500
E: PamelaD@gnvha.org

Key Personnel: Edward L. Jennings

THE GALLERY AT NORTH PORT

Senior Living | Assisted Living

Location
1340 NE 39th Ave,
Gainesville, FL

Architect:
Andrew Kaplan

Project Budget
$9.5 Million

Final Cost
$10 Million

Completion Date
2004

On schedule

On Budget

Community outreach



Description

The Gallery at North Port project included the new construction of a high-end independent living, assisted living, and memory care community in North Port, FL. This pet-friendly campus features a three-story, 173,089-square-foot building that houses 167 units, as well as four separate independent living triplex buildings and four independent living quadplex buildings, totaling in 195 units across the campus' palm tree studded grounds.

Key Features

This award-winning retirement community offers 24-hour assistance in addition to amenities such as:

- >>Resort-style swimming pool,
- >>Bocce ball court,
- >>Walking trails,
- >>Beauty salon,
- >>Fitness areas,
- >>Social gathering spaces.

The community gained its name for its investment in local art, and residents as well as members of the community can enjoy the Gallery's sculpture garden, commissioned by a local artist, which features native plant and animal statues reaching up to 12 feet in height. Construction entailed concrete footings, load-bearing masonry, wood and truss structural framing, siding exterior, and single-ply roofing with shingles.

Reference

Andrea McNally
T: 720.264.0635
E: AndreaM@ESK5280.com

Key Personnel:
Jason Wilson, LEED AP/DBIA

CORE HORUS



TAB 4

DEVELOPMENT VISION AND APPROACH

Describe in detail the overall concept and approach to the development of the Site and how the approach fulfills the development goals and requirements. This section should include an overview of the following key components:

- Site plan
- Mobilization
- Construction management
- Marketing and property management of completed buildings.
- Residential development program details, such as proposed building typology, square footage of planned development by use, residential unit mix if relevant, the split of for-sale and rental product if relevant, residential amenities, and anticipated rents or pricing.
- Public space features
- Parking plan, including how construction, ownership, operation, and management of the public parking facility will function.
- Other development program details, such as the total square feet and usage of any ground floor other space

HORUS ACADEMY

SITE PLAN

The Moore's Creek Proposal site plan is designed to create a vibrant, inclusive community by offering a diverse range of housing options and amenities. The plan includes:

Mixed-Use and Commercial Retail

To foster economic activity and convenience, the proposal incorporates mixed-use spaces that blend residential units with commercial retail. This integration supports local businesses, creates job opportunities, and enhances the walkability of the neighborhood.

Public Spaces

The site plan prioritizes the creation of public spaces that serve as communal gathering spots. These areas will provide residents and visitors with opportunities to engage in recreation, socialization, and relaxation, enhancing the overall quality of life.

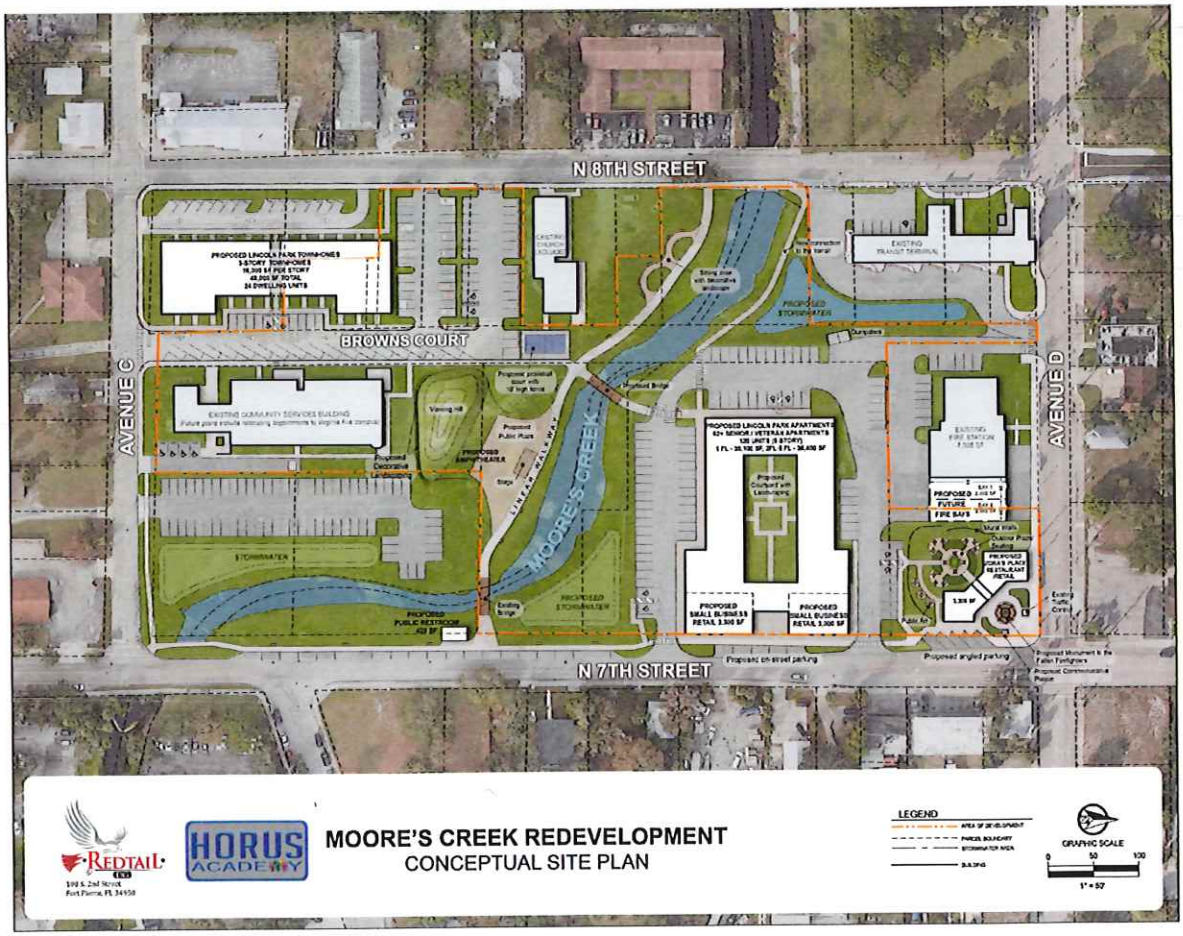
Cultural Activities & Heritage

The proposal includes dedicated spaces for cultural activities, ensuring that the community's cultural heritage is celebrated and preserved. These cultural elements contribute to a sense of identity and pride among residents, fostering a strong, connected community.

Diverse Housing Stock:

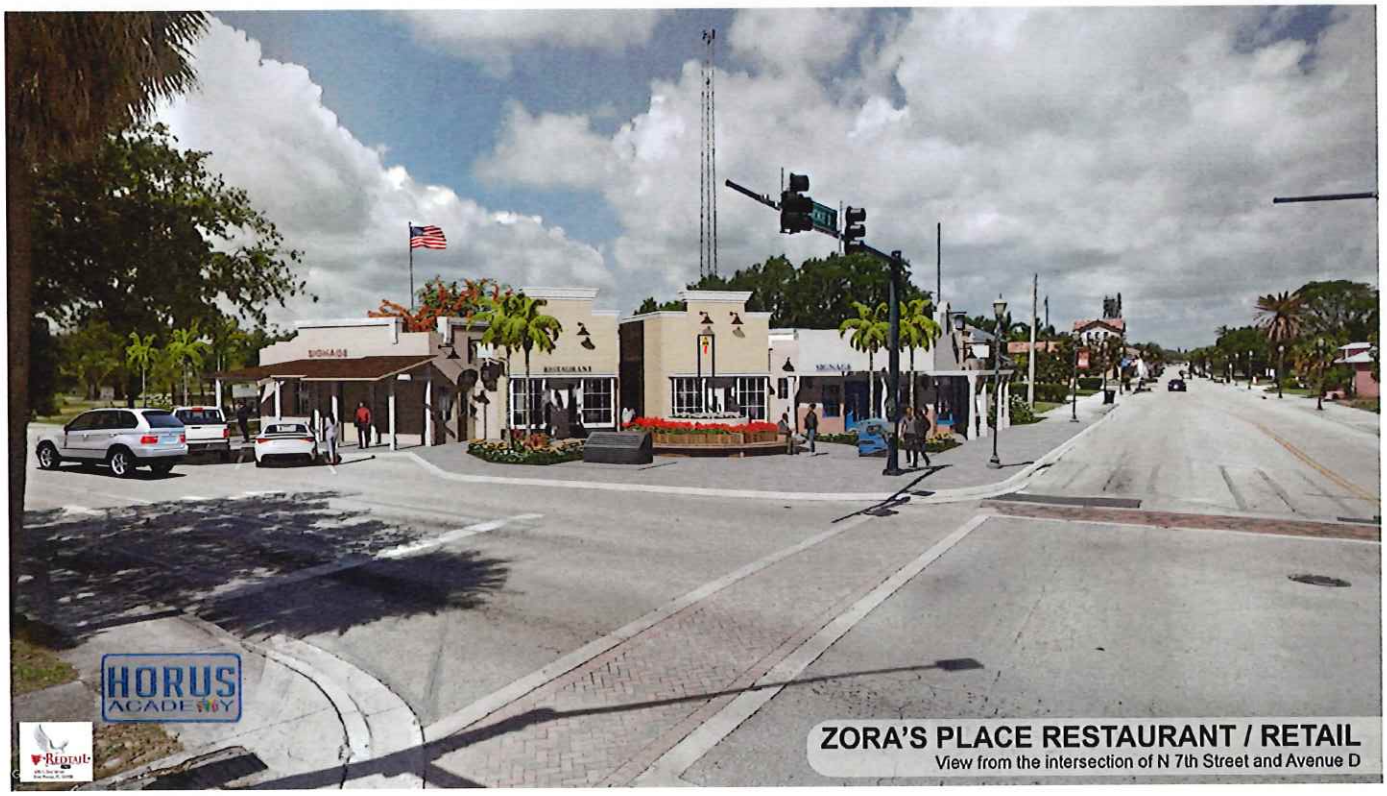
The development features a variety of housing options, including affordable senior housing, and a mix of above and below-market-rate units. This ensures that people from different income levels and stages of life can find suitable, affordable housing within the community.

The Moore's Creek Proposal is designed to be a dynamic, inclusive community that meets the needs of a diverse population, while also celebrating and preserving the cultural heritage of the area.



Retail/Restaurant and Amenities

This is the location SW at Avenue D and N 7th Street. This proposed location includes 3,200 sf retail/restaurant space for private sector investment. HORUS Academy will provide technical assistance/support to the commercial businesses. this proposed location also includes proposed murals, monuments and amenities that sense of community,



Ensuring access to safe and affordable housing is a fundamental aspect of supporting the aging population and promoting their overall well-being.

SITE PLAN



Such housing fosters a sense of community, reduces social isolation, and allows seniors to age in place with the support they need.

Senior Housing

Safe and affordable senior housing is vital for ensuring the well-being, dignity, and independence of older adults. As people age, they often face financial constraints, health challenges, and mobility issues that make finding appropriate housing difficult. The proposed senior housing will have access to transportation through the transit center and with Fire Station 15 located in close proximity address the health and safety for the senior residents. Safety is equally important, as seniors are more vulnerable to accidents, health emergencies, and crime. Safe housing offers features like accessible design, emergency response systems, and secure environments, which are essential for maintaining their health and quality of life.

SITE PLAN

HORUS ACADEMY

MOUNT OLIVE MISSIONARY BAPTIST CHURCH

Partnership with Mount Olive

Private investment and a partnership with the local church, Mount Olive, to build affordable housing on unused land can have a profound and positive impact on the community. This collaboration can serve as a powerful model for addressing housing shortages and fostering community development in a sustainable and inclusive way.

KEY IMPACTS:

Addressing House Shortages

The development of affordable housing on underutilized land helps meet the critical need for housing, especially in areas where affordable options are limited. This can alleviate the burden on low- and moderate-income families, providing them with safe, stable, and cost-effective living environments.

Community Empowerment

The partnership with Mount Olive Church ensures that the project is rooted in the community's needs and values. Churches often have strong ties to the local population, and their involvement can help build trust, foster community engagement, and ensure that the housing meets the specific needs of the community.

Economic Revitalization

Private investment brings financial resources and expertise to the project, enabling high-quality construction and efficient project management. This can stimulate local economic activity, create jobs, and attract additional investment to the area, contributing to broader economic revitalization.

Social Impact

Affordable housing developments often include community spaces and services that enhance residents' quality of life. Partnering with Mount Olive Church will incorporate programs that provide social support, such as job training, health services, and educational opportunities, further benefiting residents and the surrounding community.

Sustainable Land Use

Utilizing unused land for affordable housing is an efficient and sustainable approach to urban development. It prevents land from remaining idle and potentially deteriorating, instead transforming it into a valuable community asset that addresses pressing social needs.

Strengthening Local Institutions

The partnership can also strengthen the church's role as a community anchor, enhancing its capacity to serve the community in new and impactful ways. This collaboration can create a legacy of service and social responsibility that aligns with the church's mission.



Overall, this initiative represents a strategic approach to leveraging private investment and community resources to create affordable housing, strengthen community bonds, and foster long-term, positive change in the neighborhood.

MOBILIZATION

Mobilization/Pre- Development for Phase 1

01 RFP Award/ Selection Complete

02 Mobilization Meeting with all the players onsite/virtually to approve Development Schedule

03 Master Developer contract executed-30-60 days

04 Phase 1 Design process commences with fire district.

A. Architect/engineer contracts executed -30 days

B. Meet FD Officials

C. Site Plan/ Construction plan submittals

05 Continue Community Engagement

Mobilization/Pre-Development for Phase 2-60-90 Days

01 Engineer begins site plan process

02 Public funding grant approval process beings with local

03 Discussion with FPHA - Begin to solicit PBV contract

04 Begin conversations with debt/equity options

05 Continue Community Engagement Process

Mobilization/Pre-Development for Phase 2-60-90 Days

01 Engineer begins site plan process approval with listed features

02 Finalize Budget Figures for Public Area

03 Re-engage Community to lock in their support

CONSTRUCTION MANAGEMENT

Construction Management Approach to a Moore's Creek Mixed-Use Development

In the development of the Moore's Creek mixed-use project, the HORUS Academy Construction Management Team (CM) will play a critical role, guiding the project from initial design through construction and final closeout. Our involvement ensures that the project is delivered on time, within budget, and meets the highest standards of quality and safety. Our approach emphasizes the importance of collaboration, communication, and the strategic use of technology at each stage to enhance project outcomes.

Design Phase

During the design phase, the CM's primary responsibilities include budget management, constructability reviews, and value engineering. Early involvement in the design process allows us to collaborate closely with architects, engineers, and the client to ensure that the design aligns with the project's financial and operational goals.

1

Budget Management

We work with the design team to provide accurate cost estimates, helping to align the project scope with the available budget. By identifying potential cost drivers early, the CM ensures that financial constraints are considered during design development, reducing the likelihood of budget overruns later in the project.

2

Constructability Reviews

We conduct thorough constructability reviews, analyzing the design for potential challenges that could arise during construction. This process involves evaluating the practicality of the design, identifying any elements that may be difficult or costly to build, and suggesting modifications that maintain design integrity while simplifying construction.

3

Value Engineering

We lead value engineering efforts, working with the design team to identify opportunities to reduce costs without compromising quality or functionality. This collaborative process ensures that the project meets all objectives, balancing aesthetics, performance, and cost-effectiveness.

The CM's role in the design phase is characterized by a commitment to collaboration and communication. By fostering strong relationships with all stakeholders and ensuring that everyone is aligned with the project's goals, we help to set the stage for a successful construction phase.



CONSTRUCTION MANAGEMENT

Construction Phase

As the project moves into the construction phase, our focus shifts to executing the work efficiently and safely. Our responsibilities include safety management, logistics coordination, schedule optimization, supply chain management, risk management, subcontractor procurement and management, and budget control.

1 Safety Management

Ensuring the safety of all workers on site is our top priority. We implement comprehensive safety protocols, conduct regular inspections, and ensure that all team members are trained and compliant with safety standards. A proactive approach to safety minimizes the risk of accidents and ensures a safe working environment.

2 Logistics Coordination

We develop and oversee a detailed logistics plan, coordinating the movement of materials, equipment, and personnel to ensure that the site operates smoothly. Efficient logistics management reduces downtime and helps maintain a steady workflow, even on a complex site with multiple concurrent activities.

3 Schedule Optimization

We optimize the construction schedule, balancing the needs of various trades and ensuring that work progresses according to plan. By closely monitoring progress and making adjustments as needed, the CM helps to minimize delays and keep the project on track.

4 Supply Chain Management

We manage the procurement of materials and equipment, ensuring that everything arrives on time and meets the required specifications. Effective supply chain management involves anticipating potential disruptions, such as delays in material deliveries, and developing contingency plans to mitigate their impact.

5 Risk Management

We identify potential risks, such as weather conditions, labor shortages, or unforeseen site issues, and develop strategies to mitigate them. Regular risk assessments and a proactive approach to problem-solving help us to address challenges before they become critical.

6 Subcontractor Procurement & Management

We are responsible for selecting and managing subcontractors, ensuring that they are qualified, well-resourced, and aligned with the project's objectives. We monitor subcontractor performance, addressing any issues promptly to maintain quality and schedule adherence.

7 Budget Control

Throughout the construction phase, we closely monitor project costs, ensuring that expenditures remain within the approved budget. By tracking costs in real-time and addressing deviations promptly, we help to prevent budget overruns and keep the project financially viable.

8 Technology Integration

We leverage the latest construction software and technology tools to enhance project management. Procore, for example, streamlines communication, document management, and project tracking, providing real-time insights into project performance. 3D modeling and clash detection tools allow us to identify and resolve potential conflicts between building systems before construction begins, reducing the likelihood of delays and rework.

The success of the construction phase hinges on the CM's ability to foster collaboration and maintain open lines of communication among all stakeholders. By keeping everyone informed and engaged, we ensure that the project progresses smoothly and that any issues are resolved quickly and effectively.

Closeout and Commissioning

As the project nears completion, our focus shifts to closeout and commissioning, ensuring that the transition from construction to occupancy is smooth and seamless.

1 Closeout

We work with the design team to provide accurate cost estimates, helping to align the project scope with the available budget. By identifying potential cost drivers early, the CM ensures that financial constraints are considered during design development, reducing the likelihood of budget overruns later in the project.

2 Commissioning

We conduct thorough constructability reviews, analyzing the design for potential challenges that could arise during construction. This process involves evaluating the practicality of the design, identifying any elements that may be difficult or costly to build, and suggesting modifications that maintain design integrity while simplifying construction.

"Throughout the closeout and commissioning phases, we continue to emphasize collaboration and communication, ensuring that all parties are aligned and that any final concerns are addressed before project handover."

The HORUS Academy Construction Management Team's role in the redevelopment of Moore's Creek is integral to the project's success. From the design phase through construction and closeout, our responsibilities are diverse and demanding, requiring the high level of expertise possessed by our team. By leveraging advanced technology and fostering strong relationships with all stakeholders, we ensure that the project is delivered safely, on time, within budget, and to the highest standards of quality.

MARKETING & PROPERTY MANAGEMENT

Marketing for Affordable Housing-6 months
Marketing to the elderly and veteran community is different in the social media world.

Community Outreach

A. Fort Pierce Housing Authority-We will be negotiating a direct PBV contract with FPHA, market to their Section 8 Voucher Holders, and be listed as local Landlord

B. Community/Veterans Services-We will be listed with County Support/Veterans Services and attend Veteran events, and Meals on Wheels events

C. Faith Based Entities-We will visit local area churches to make in-person announcements and sponsor senior events to do direct marketing to area seniors

Private Sector

We will have a 6-month contract with Apartments.com. The highest trafficked apartment rental site in the world. It has targeted websites for seniors.

Affordable Housing Websites

We will list this property on the Florida Housing.org and Section8.org websites

Marketing for Commercial Space-6-12 months

Coordinate with local Chamber of Commerce to present Area Project

Attend Local/ICSC Seminars/Events

Work with Means Court to market to graduating Incubator Businesses to create permanent Space for their businesses

Coordinate with Local Commercial Brokers to find Businesses that are looking to expand into the area market

Work with FPCRA to meet the needs outlined in the 2024/25 Community Needs Assessment and ensure that CRA programs are catered to the needs of expanding area businesses

RESIDENTIAL DEVELOPMENT PROGRAM

Residential development program details, such as proposed building typology, square footage of planned development by use, residential unit mix if relevant, the split of for-sale and rental product if relevant, residential amenities, and anticipated rents or pricing.

Residential Property Staffing

- 1 Property Manager
- 1 Asst. Manager
- 1 Maintenance Supervisor
- 1 Maintenance Tech

Unit | Property | Community Features

>>Rich Wood Grain Floors
>>Energy Star Appliances
- Water Heater, Toilets, Lighting

>>W/D Hook Ups
>>Electric Range
>>Garbage Disposal
>>Dishwasher
>>Central Air/Heat
>>Ceiling Fans
>>Cable and High-Speed Internet Access
>>Computer Lab/Business Center
>>Fitness Center
>>Meeting Space
>>Gazebo
>>Outdoor Garden
>>Outdoor Cooking Area

Monthly | Quarterly Programming

- Health Screening
- Financial Literacy Classes
- Homebuyer Classes
- Fitness Classes
- Bingo
- Faith Based Activities

Public Space Features

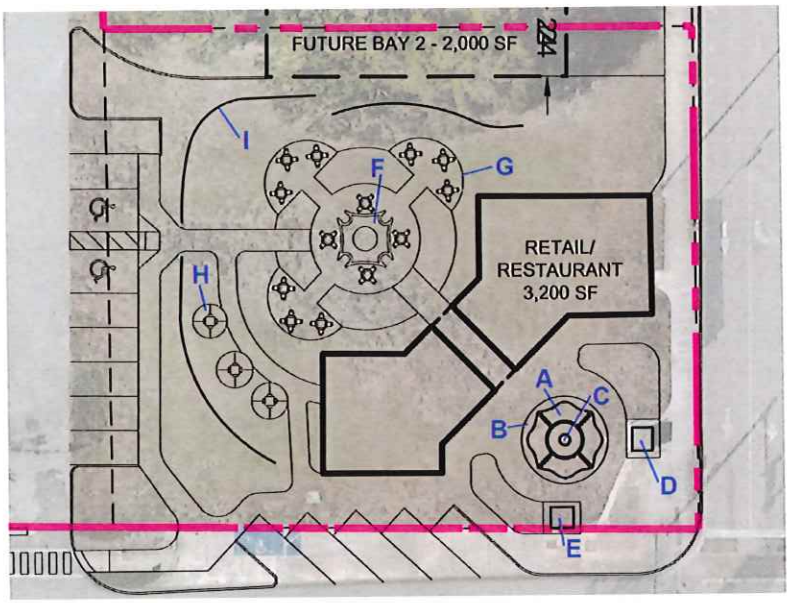
Enhancing public spaces in affordable housing developments is crucial because it fosters a sense of community, improves residents' quality of life, and contributes to the overall well-being of neighborhoods. Well-designed public spaces provide areas for social interaction, recreation, and relaxation, vital for mental and physical health. They also create a more welcoming and vibrant environment, making affordable housing developments more than just places to live, but thriving communities where residents feel connected and engaged. These enhancements can have long-lasting impacts, promoting social cohesion, safety, and pride in one's community. The development team has worked to include the benefits of Moore's Creek, solicited input from community outreach meetings with the community and conversations with neighborhood leaders about the most impactful public enhancement. the following are proposed Public Spaces:

Monument to the Fallen Firefighters

Located on the corner of Avenue D and N 7th Street, this monument is made of raised planters **(A)** in the shape of the Fire Department's logo, with seating around it **(B)** and a bell tower **(C)** in the center. As we had to keep the existing traffic monitor **(D)**, we added one symmetrical element **(E)** that will have the names of the firefighters who lost their lives in service.

African - American Culture

The proposed restaurant's seating area layout is made using a few of the Western African symbols (Adinkra). The central piece is a raised planter shaped like an African Americal symbol for brotherhood and security (FIHANKRA) **(F)** and we have the central circle and half-circles which is a symbol of united souls in African American Culture (AKOMA NTOASO) **(G)**. Around them is the landscape. The art station circles are paved to resemble the symbol of the craftsmanship (DAME DAME) **(H)**

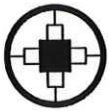


Akoma Ntoaso





Dame Dame



Promotion of Art

In the restaurant area, three circles are 'art stations' **(H)** where local artist would come to paint in plain air, sculpt or make other kinds of art, that they could sell. This way of painting is a resemblance of the Highwaymen artists, that made their art along the highway. This area is approachable from the restaurant and from the street, making a unique atmosphere for the visitors and local attraction.

Also, three walls **(I)** of different heights are placed around the restaurant outdoor area and will have the murals made by the local artists. These walls are making an intimate, almost private feeling while still being outdoors, and make a dynamic and flowing space.

In addition to this, several other concepts were incorporated into the site plan, such as the connection of the transit with the 7th street by addition of a sidewalk that will go along the Moore's Creek on it's north side and connect with the 120-unit apartment building.

Also, we added the area for public gathering just south to the Moore's creek that will have a paved area with a possibility of having a portable stage area for musical events, and a hilly area for people to sit and watch the events. We also showed a public toilet on the N 7th Street as discussed on the meeting.

In addition to the restaurant/retail on the corner of the 7th Street and Avenue D, there is also an area for small businesses in the apartment building that will make a cozy commercial area as an improvement to the 7th Street.

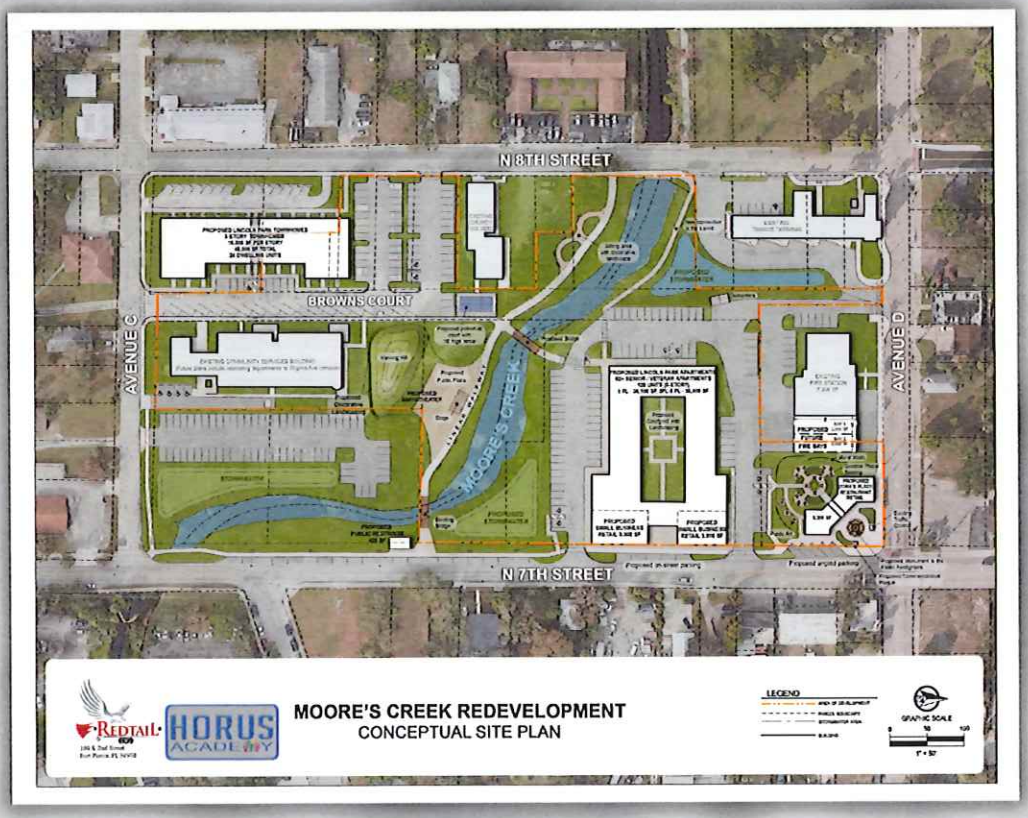
PARKING PLAN, INCLUDING HOW CONSTRUCTION, OWNERSHIP, OPERATION, AND MANAGEMENT OF THE PUBLIC PARKING FACILITY WILL FUNCTION.

This arrangement outlines a significant public-private partnership that provides essential resources for the development of the Lincoln Park project. Here's a breakdown of the key points:

» Public Land and Parking Lease: The public land and parking areas required for parking, stormwater management, infrastructure, and building construction will be leased to the HORUS Academy partnership at no charge for a period of 99 years. This long-term lease provides stability and ensures that the partnership can fully utilize these public resources to support the development.

» Exclusive Control Over Parking: All parking spaces necessary to meet the city, county, and state requirements for the residential and commercial components of the Lincoln Park Development will be under the exclusive control of the HORUS Academy partnership. This allows the partnership to manage parking in a way that best serves the needs of residents and commercial tenants, ensuring compliance with regulatory requirements while optimizing the use of space.

This structure is designed to facilitate the development by providing the necessary land and resources without the burden of additional costs, while also granting the partnership the authority to manage and maintain the essential infrastructure needed for the success of the project.



PARKING PLAN, INCLUDING HOW CONSTRUCTION, OWNERSHIP, OPERATION, AND MANAGEMENT OF THE PUBLIC PARKING FACILITY WILL FUNCTION.

Parking Plan, Operation, and Features

All public-owned land and parking needed to provide- parking, stormwater management, infrastructure, and buildings for the privately owned improvements will be leased at no charge for 99 years to the **HORUS Academy** partnership.

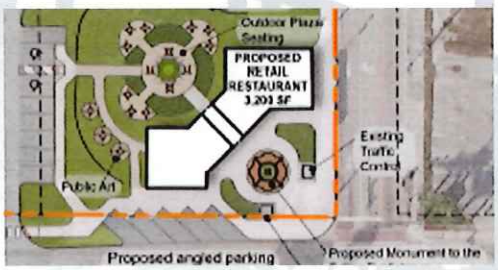
All the parking required to meet the city/county/state parking requirements for the residential and commercial needs of the residents and commercial tenants of the Lincoln Park Development will be under the sole control of the partnership. There will be a designated number of spaces for the patrons of the commercial space. All these parking lots/improvements will be maintained/managed via contract with the **HORUS Academy** partnership. The maintenance costs will continue to be at the public's cost under the current regime.

Mt. Olive Church Parking

All church property used for this project will be leased by the partnership for 99 years. All current and enhanced parking on Church property will remain under the church's ownership but controlled by the partnership for the project's life. The project partnership will maintain the parking at the sole cost of the partnership.

All parking currently owned by the public or private in the subject area not enhanced/improved by this proposal will continue to be owned/managed/operated in its current form unless an agreement is made between the impacted parties.

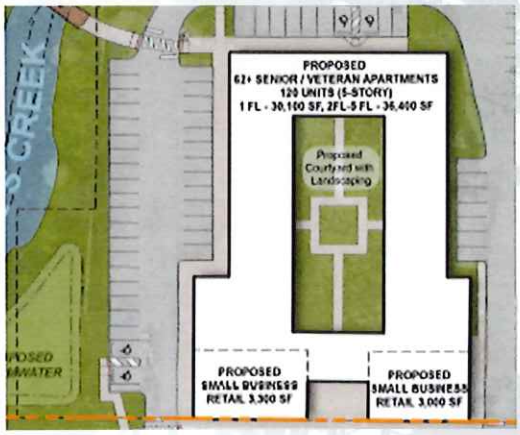
See parking enhancements on the site plan and figure below.



Retail/ Restaurant
Existing Spaces : 0
Proposed Total: 12 Parking Spaces (2 ADA)



Townhomes
Existing Spaces : 0
Proposed Total: 12 Parking Spaces (2 ADA)



Senor/ Assisted living
Existing Spaces : 0
Proposed Total: 12 Parking Spaces (2 ADA)

OTHER DEVELOPMENT PROGRAM DETAILS, SUCH AS THE TOTAL SQUARE FEET AND USAGE OF ANY GROUND FLOOR OTHER SPACE

Outdoor Community Amenities

- >>Multiple Benches & Seating Areas
- >>Enhanced Walking Trail
- >>Performance Stage
- >>Heritage art Features\ Historic Markers
- >>Public Restrooms
- >>Public Amphitheater

The Moore's Creek Proposal site plan is designed to create a vibrant, inclusive community by offering a diverse range of housing options and amenities. The plan thoughtfully integrates natural and recreational elements to enhance the overall living experience.

KEY IMPACTS:

Park Benches:

Scenic Park benches will be strategically placed along the creek, offering residents and visitors tranquil spots to relax, enjoy nature, and connect with one another

Pickleball Court:

A pickleball court will provide a fun, active space for residents of all ages to engage in this popular and accessible sport, fostering community interaction and promoting a healthy lifestyle.

Quaint Bridge Over the Creek:

A charming bridge will span Moore's Creek, enhancing the aesthetic appeal of the area while providing a convenient and picturesque crossing point for pedestrians, further connecting different parts of the development.

Amphitheater with a stage for outdoor events:

An outdoor amphitheater will serve as a central gathering place for the community, hosting a variety of events such as concerts, performances, and cultural activities. This space will be a focal point for community engagement, bringing people together to celebrate and enjoy shared experiences.

Together, these features contribute to a well-rounded, dynamic environment that supports recreation, relaxation, and cultural expression, making Moore's Creek a truly vibrant and inclusive community.





TAB 5

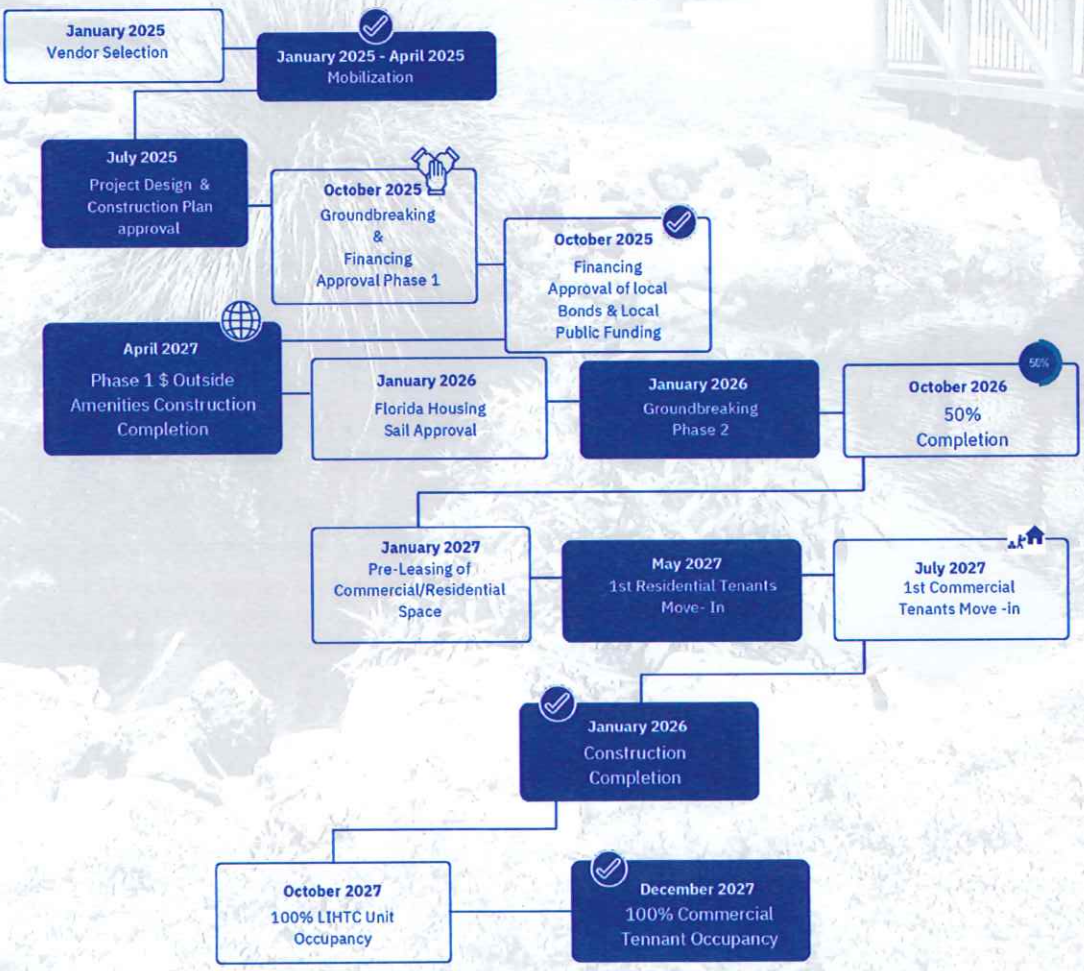
PROJECT SCHEDULE

Describe the ability to execute the proposed development approach in a timely manner. Responses should include a preliminary schedule for pre-development, construction, marketing, and occupancy.

Project Timeline

Moore's Creek Redevelopment Project (a.k.a) Avenue D Model Block Project

The Moore's Creek Project Team assembles the best-in-class professionals in the Southeastern United States. From engineering to architecture, construction to community engagement, and development to property management, HORUS Academy has sought to partner with the most diverse, qualified, and expert set of development professionals that Ft. Pierce has ever seen. From HORUS's initial entire into St. Lucie County, we have sought to leverage the best in culture and talent to assist in revitalizing the historic nature of Lincoln Park back to its original splendor with a nod to the rich history of the past, while embracing the latest in modern features to meet the needs of the community in the community. Our development team marshals over 300 years of experience with the leadership of a 3rd generation construction firm with a unique community-focused philosophy to assist in Lincoln Park's transformation. We believe that this effort will be used as a cornerstone for all future projects as a testament to the manifestation of the dreams of our ancestors to sustain and support themselves with the help of the Almighty, as was his intention for all of his children.





TAB 6

FINANCING PLAN

Project Financing & Proforma
Describe how the Applicant plans to finance the pre-development planning, design, and engineering, and construction of the proposed development. Respondents should submit a complete development pro forma for the full duration of the proposed project in a live (i.e., fully working formulas and macros) Microsoft Excel file. This summary should include all details about the project:

- Project financing sources and uses.
- Development budget
- Cash flows: operating revenue and expenses
- Expectations of Project Return
- Anticipated timeline for development
- Identify any financial partnerships assumed (public/private; nonprofit/profit, etc.).

Project financing sources and uses.

HORUS Academy believes that a project plan without resources is just a deferred dream that stimulates the community with the promise of a healthy, vibrant meal without a restaurant, kitchen, cook, or food to prepare. Everyone comes to the table hungry and leaves just the same. We start with the concept of the need/desire to meet the hunger of the community in the community. So, we have started creating a menu after meeting with community members in group and individual settings. The Project plan above will deliver the components listed above. We will build on the valuation of the existing community's physical assets of land value/public service-provided buildings. We have met with the local Fire District to assess their expansion needs and associated financial support.

HORUS Academy & Mt. Olive Baptist Church.

We partnered with Mt. Olive Baptist Church, to use the value of their land as an equity partner. With this in mind, HORUS Academy invested the financial resources to develop the attached site plan with the help of the professional listed in the proposal. This value is above $100k. With the development of the site plan, we looked at all the public resources to address each component at the local/state/federal levels. This includes but is not limited to:

- **Local-CRA/TIF**
- **Fire District**
- **State-Sadowski(SAIL, SHIP funding)**
- **HFA-4% Bonds**
- **Fedral-HOME/CDBG/HUD Section 7/PBV**
- **LIHTC**
- **Leftover ARPA**

Some of this program will require plan changes and re-prioritization. The biggest financing tool we will use is the Tax-Exempt Bonds that come with 4% LIHTC's. These credits will be used as the underpinning of the debt/equity in the project's affordable housing portion.





Partnership Letter

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

August 17, 2024
Dr. Andrea Graham, Board Chairman
HORUS Academy, Inc. Tampa, Florida 33619

Dear Dr. Graham,

This letter serves as a letter of intent from Mt. Olive Missionary Baptist Church's MO to partner with HORUS Academy (HA) in its effort to respond to the City of FL Pierce/St. Lucie County's RFP 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project). As you are aware, we are a longstanding community player in the Moore's Creek Community. We have served the spiritual, social/human services, housing, cultural and community development needs of the citizens of FL Pierce for over 120 years.
In that vein, we were very pleased to hear about your efforts to respond to the local RFP to further address the community development needs in the local neighborhood. We were honored to host your 1st community engagement meeting at our church on May 9, 2024. We are very impressed with the professional development team that you have assembled, including a significant presence of minority professionals and a local engineer. Due to these efforts, we are excited about the possibility of partnering with you in your response to the area RFP.

Your development team has suggested that three (3) parcels owned by MO: Parcel Info:2410-604-0104-000-8, Parcel Info:2413-604-0108-000-2 and Parcel Info:2413-604-0108-000-6 that are inside of the CRA RFP designated area and contiguous with the public area owned parcels. We are interested in partnering with you to address the community development needs of the area. It is our understanding that a significant portion of the property will be used to develop affordable housing. But we understand that due to the diverse needs of the community, and the existing social services already being delivered.

800 Avenue C
Fort Pierce, FL 34950

Exhibit 1

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

Rev. Kwame D. Alston, Senior Pastor

These are the terms of the of the intended partnership:

1. All project parcels will be appraised by a 3rd party certified appraiser.
2. After a 3rd party appraisal has been completed, a real estate partnership will be created to maximize the highest and best uses for the parcels in the partnership.
3. HO will participate in the ownership and net revenue of the partnership commensurate with the value of parcels submitted in the RFP as a part of the total valuation of the total of the parcels in the RFP prior to any new improvements.
4. If HO property is improved, HO will maintain access to the number of parking spaces currently available throughout the partnership period during HO sponsored events.
5. HO will not serve as a guarantor to any indebtedness as required for financing of the RFP proposed development.
6. HO will authorize HO's property to serve as security for the improvements up to the value of our property.
7. HO will have a vote on any board or governing entity of the governance of the project commensurate with the valuation above.
8. HO will be indemnified though any required insurances purchased on behalf of the partnership.
9. HO will not incur any of the costs of the submission of the RFP, any presentation or securing any future financing.
10. HO attests that the listed project parcels are not subject to any debt as of the date of this LOI.
11. HO will not securitize the three parcels during the proposed development.
12. Any member of HO will have priority in selections of residents for any housing improvements of the property
13. HO will receive quarterly updates on the progress of the Moore's Creek project efforts.
14. HO will provide letters of support for any proposals or requests for financial support of the RFP.

This letter serves as a letter of intent to partner with HA in its RFP 24-044 response. Should HA not be successful in its application being selected, HA and HO agree that the terms listed in this LOI are not binding going forward.

Sincerely,

Rev Kwame D. Alston, Senior Pastor
Mount Olive Missionary Baptist Church

800 Avenue C
Fort Pierce, FL 34950

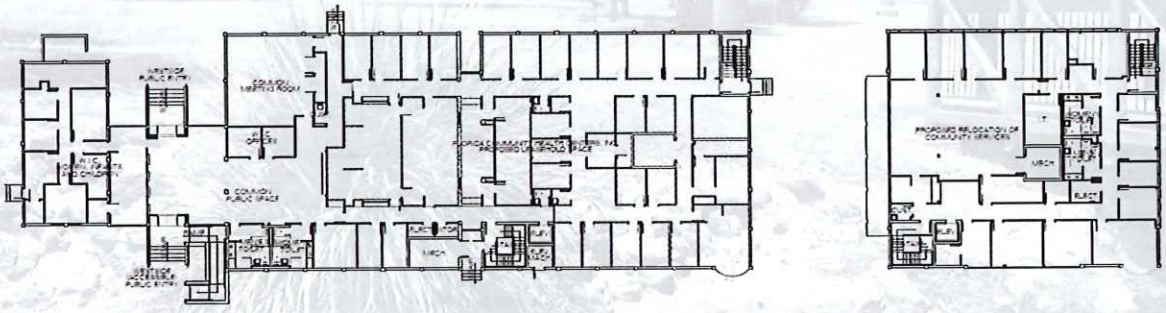
Exhibit 2

Also, we did take a tour of the Community Services Building. We believe this structure is under-utilized in its current configuration. The Community Service Department wants to allocate an additional dozen staff, create a larger breakroom/wellness space, and add a meeting/training area.

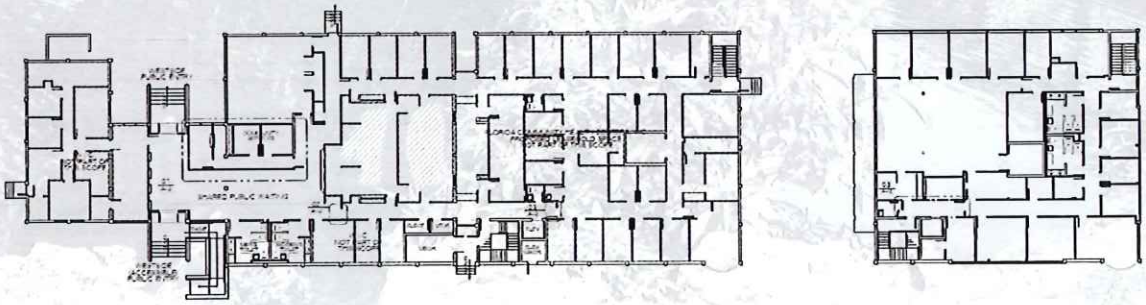
If the goal is to meet the staffing needs inside the building, we believe that there is space to do that with reasonable renovations. Our project partner, Mount Olive, has ample space in its current location to serve as a staff meeting/training area on a bi-weekly/monthly basis for a nominal fee. This will only create a stronger public/community relationship.

All in all, we will be soliciting public funds to develop the public/community portions of the project and private funds to secure the needed equity/debt for the private/non-profit development. Even with that commitment, we will need a state/local public investment of approximately 20% of the project costs to make the project work.

Summarily, HORUS Academy has always believed in PPP-Public/Private/Partnerships. If we are selected as the winning developer, we commit to using the best and the brightest local/regional professionals to deliver a transformative development that will be the new standard for revitalizing the Lincoln Park CRA for decades to come.



EXISTING PLAN



PROPOSED IMPROVEMENTS PLAN

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

August 17, 2024
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HORUS Academy, Inc. Tampa, Florida 33619

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Sincerely,

Rev Kwame Alston

Rev. Kwame D. Alston, Senior Pastor
Mount Olive Missionary Baptist Church

800 Avenue C
Fort Pierce, FL 34950

Exhibit 2

Moore's Creek Redevelopment Project Proposal

Project 1 Fire Station - @ bays and Restaurant-3,200 sq. ft., Fallen Fighter/ African American Art

Uses			Sources				
Design/Construction-1	$3,000,000		Fire District-Const 1	$3.000,000		Construction 1-Fire Station Bays	
Construction-2	$800,000		Fire District Const 2	$0		Construction 2 Restaurant/Monument/Art	
Engineering	$12,500		Land Donation	$159,000			
Architecture	$12,500		City/Cty/FPCRA	$312,800			
Soft Costs	$15,000		Debt	$547,200			
Legal	$20,000						
Land	$159,000						
Total	$4,019,000						

Project 2 Lincoln Park Apartments-120 Senior and Veteran Units + Commercial Space 24 TownHomes

Uses			Sources				
Land Allocation	$825,000		Tax Credit Equity	$19,652,373			
Construction-1	$27,660,000		Land Donation	$825,000			
Construction-2	$6,580,000		City/Cty/FPCRA/HFA	2,100,000			
Engineering	$125,000		SAIL	3,534,877			
Architecture	$125,000		PACE/ PLP Loan	$1,080,000			
Soft Costs	$150,000		Debt-Lument	$14,800,000.00			
Legal/Recording	$200,000						
Financing Costs	$100,000						
Bonding	$$350,000						
Contingency Fund	$750,000						
Sub-Total	$36,515,000						
Developer Fee-15%	$5,477,250.00						
Total	$41,992,250.00						

			Equity Calculation	
			Basis	$42,394,750.00
			QCT -30% Bonus	$55,113,175.00
			Annual LIHTC-4%	$2,204,527.00
			10-years	$22,045,270.00
			$.90 Purchase Price	$19,840,743.00

Income		Expenses-$5,500/unit	
80-1BR	$1,056,000	80-1BR	$440,000
52-2BR	$831,792	56-2BR	308000
12-3BR	$222,768	8-3BR	44000
Total	$2,110,560		$792,000
7% Vacancy	$1,962,820.80		
VASH/PBV/Section 8			
	NOI		$1,170,820.80
Amount	$14,850,000		
Period	40		
Rate	6.15%		
D/S	($1,005,671.66)		
D/S Coverage Ratio	-1.164217753		

Public Spaces Improvements	
Public Restrooms	$100,000
AmphiTheatre	$500,000
Stage/Sound Support	$250,000
Seating Areas-15	$30,000
T	
Total	$880,000
All Funded by FPCRA	



TAB 7

FINANCIAL CAPACITY

Prior to execution of any agreement, the chosen applicant shall provide the Parties with copies of any relevant financial documents to ensure performance of the project, which may include, but is not limited to:

- Properly recorded surety bonds
- Letters of credit
- Parent-company guarantees. Lender guarantees
- Lender guarantees
- Equity partner guarantees

WALLACE WELCH & WILLINGHAM
INSURANCE & RISK MANAGEMENT SINCE 1925

August 20, 2024

St. Lucie County, a political subdivision of the State of Florida
2300 Virginia Avenue
Fort Pierce, FL 34982

Re: **Horus Construction Services, Inc.**
Project: RFP No. 24-044 Moore's Creek Redevelopment Project
(a.k.a. Avenue D Model Block Project)

Contract Administrator,

We are currently the bond and insurance agent for Jonathan Graham and Horus Construction Services, Inc. and have known the principals for over sixteen years. We have always found them to be of the highest integrity and extremely capable in their field of the construction industry.

We have never had a complaint from any owner, subcontractor, or supplier on any of the projects we've provided the bonds on in the range of $48,450-$19,365,700.

They have a bond program with FCCI Insurance Company of single projects up to $50,000,000 with an aggregate of $50,000,000. The bond rate is 2.5%. FCCI is AM Best Rated A X and holds a Federal Treasury Limit and is licensed in Florida.

We consider Horus Construction Services, Inc. a valued client and we are pleased to be able to handle their bond needs. I am the point of contact and if I can be of any further assistance, please feel free to contact me @ 727-522-7777.

Thanks for your time.

Sincerely,

Douglas R. Moore, CIC, AFSB
Bond Manager

300 First Avenue South, Fifth Floor, St. Petersburg, Florida 33701
Phone: 727.522.7777 • Toll Free: 800.783.5085 • Fax: 727.521.2902
W3ins.com

LUMENT

August 19, 2024

Mr. Edward Jennings
Horus Academy
3840 North 50th Street
Tampa, FL 33619

Re: Construction and Permanent Loan Financing (the "Loan") for Moore's Creek Apartments (the "Project"), a 144 unit new construction multifamily housing project located in Fort Pierce, FL.

Dear Mr. Jennings:

Lument Real Estate Capital, LLC, a Delaware limited liability company ("Lender") is pleased to provide you with this letter of interest to provide construction and permanent financing through FHA's 221(d)(4) program on the above-referenced project.

The proposed terms shown below are based off of Lender's review and underwriting of representations and information provided by you with regard to estimates of project costs, project income and expense figures, the limited market area data currently available to us, and the interest rate environment prevailing as of this date:

Construction & Permanent Loan Financing

Lender:	Lument Real Estate Capital, LLC
Borrower:	A TBD Single Asset Entity
Loan Amount:	$14,800,000 (estimated)
Loan Term:	24 Month Construction Period; up to forty (40) years or 480 Month Permanent Period following construction.
Loan Amortization:	Interest only during Construction Period; Interest and Principal during Permanent Period
Interest Rate:	Fixed interest rate currently estimated at 5.90% (subject to market movement)
Mortgage Insurance Premium ("MIP")	0.25% MIP

LUMENT.COM
Lument is a subsidiary of ORIX Corporation USA. Securities, Investment Banking and Advisory Services provided through Lument Securities, LLC, Member FINRA/SIPC.
Investment advisory services are provided by Lument Investment Management, LLC, registered as an investment adviser with the U.S. Securities and Exchange Commission.

Debt Service Coverage:	1.15x Minimum Allowable
Loan to Cost:	90% Maximum Allowable
Financing Fee:	1.00% of the loan amount
Reserves:	1. Construction contingency 2. Initial Operating Deficit – 3% of loan amount; 3. Working Capital – 2% of loan amount 4. Replacement Reserves – calculated to comply with HUD/CNA requirements. 5. Ancillary – Tax & Insurance & MIP reserve
Security:	A first mortgage lien on the property and the Project; a first assignment of rents and leases on the property or the Project; a senior security interest in Borrower's furnishings, fixtures, and equipment and Borrower's other tangible and intangible personal property acquired from, used in connection with or arising from the development, construction, use or operating of the property or the Project; an assignment of all construction contracts and contracts for other professional services engaged in or for the project; an assignment to Lender of any distribution rights of the Borrower and the General Partner(s) by way of their respective general partnership interests in the property and the Project.
Prepayment:	Mortgages are typically subject to a two (2) year lockout with an 8% prepayment premium in year 3 declining 1% annually thereafter. Alternative structures available.

Standard Conditions:

The Borrower shall pay all costs incident to the processing and closing of the permanent financing including (without limitation) title insurance premiums, recording and settlement costs, costs of survey, hazard insurance premiums, and payment of any amounts due to deliver interest rate, and the fees and expenses of environmental, engineering, architectural, accounting, legal, and other professionals providing services to the Borrower. The Borrower shall pay such costs regardless of whether or not the permanent financing is closed and funded.

Prior to a loan closing, Borrower and/or Guarantors will be required to comply with and meet Lender's standard pre-closing conditions. Said pre-closing conditions would be contained in a final Lender Commitment letter issued to Borrower at a future date, and would include, but not be limited to, Lender's review and acceptance of items including the final underwriting, conditions

Lument is a subsidiary of ORIX Corporation USA. Securities, Investment Banking and Advisory Services provided through Lument Securities, LLC, Member FINRA/SIPC.
Investment advisory services are provided by Lument Investment Management, LLC, registered as an investment adviser with the U.S. Securities and Exchange Commission.

August 20, 2024

St. Lucie County, a political subdivision of the State of Florida

2300 Virginia Avenue

Fort Pierce, FL 34982

To whom it may concern,

Subject: Credit Reference for HORUS

We are pleased to provide this credit reference for **HORUS** who have been a valued customer of Gator Gypsum since **January 2001.** During this time, they have maintained an account with us for the purchase of **construction supplies.**

HORUS has consistently met their financial obligations in a timely manner. Their current credit limit with us is **$5,000,000,000** and they typically settle their invoices within **25** days of the date of invoice, in accordance with the agreed payment terms.

To date, we have not experienced any issues with late payments or outstanding balances, and we consider **HORUS** to be a reliable and creditworthy customer.

Should you require any further information, please do not hesitate to contact me directly at 813-918-4576.

Thank you for your attention to this matter.

Sincerely,

Mike Dexter

Mike Dexter
Regional Director
Gator Gypsum
813-918-4576

3904 E Adamo Dr, Tampa, FL 33605

Solar and Energy Loan Fund
The Horus Academy – Lincoln Park Apartments (Moore's Creek)
Letter of Interest

August 21, 2024

Dr. Lena Graham-Morris, CEO
The Horus Academy
3840 N 50th Street
Tampa, FL 33619

SUBJECT: Letter of Interest – Solar financing for the Moore's Creek Development, Ft. Pierce, FL

Dear Dr. Graham-Morris:

The purpose of this letter is to express Solar and Energy Loan Fund's (SELF's) interest in providing 'Solar PV and Battery Storage' financing in the amount of approximately $1.0 million for the property to be known as 'Lincoln Park Apartments' located in Ft. Pierce, FL. Our understanding of this project is that the Developer will use tax credit financing to create 120 apartments, and 24 townhomes targeted to Seniors and Veterans, affordable at the 40-60% area median income (AMI). SELF may assist with the financing either through its role as the administrator of the PACE program for St. Lucie County, or directly as a lender.

Closing this financing is contingent on, without limitation, SELF's successful underwriting of the project, borrower's track record and financial capabilities, approval by the SELF's Credit Committee, as well as any closing conditions. We look forward to working with you on this exciting impactful project!

Sincerely,

Brandon Cook (BrandonC@Solarenergyloanfund.org)

Sr. Community Development Officer

Solar and Energy Loan Fund (SELF)



TAB 8

ATTACHMENTS

Respondents mustinclude the following:

- Insurance Certificate reflecting all required coverages.
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Drug-Free Workplace Form (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification RegardingDebarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Acknowledged all Addenda.

HORUS ACADEMY

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

OPTIONAL PROPOSAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. LUCIE COUNTY USE
1	Proposal Cover Page & Cover Letter		
2	Company and Staff Qualifications		
	Attachment E - Claims/Liens/Litigation History		
3	Pricing		
4	Past Performance/Related Experience		
5	Approach and Methodology		
6	Socioeconomic Business Enterprise		
7	Administrative Information (include the following):		
8	Attachment A - RFP Affidavit	x	
	Attachment B - RFP Affidavit of Solvency	x	
	Attachment C - Drug Free Workplace Form	x	
	Attachment D - Conflict of Interest Disclosure Form	x	
	Attachment E – Claims/liens/Litigation History	x	
	Attachment F – Equal Opportunity Report Statement	x	
	Attachment G - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions	x	
	Attachment H – Byrd Anti-Lobbying Compliance	x	
	Attachment I - Non-Collusion Certification	x	
	Attachment J - E-Verify Affidavit	x	
	Attachment K - Proof of Insurance with Limits	x	
	Acknowledged Addenda	x	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2024

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

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

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave S, 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com
INSURED HORUSCON-01 Horus Construction Services Inc 3840 N 50th Street Tampa FL 33619	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amerisure Ins. Co. — 19488 INSURER B: Amerisure Mutual Ins. Co. — 23396 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 953599044 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL21165990301	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA21165950301	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU21165970302	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC21165980302	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Horus Academy Inc

CERTIFICATE HOLDER

St. Lucie County
2300 Virgina Avenue
Fort Pierce, FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT A

AFFIDAVIT

TO: ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS FORT PIERCE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP this sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the Proposer, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, personally appeared DR.LENA GRAHAM-MORRIS who, being duly sworn, deposes and says he is (Title)of CHAIR (Proposer)the HORUS ACADEMY respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **Request for Proposals No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)**
The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his Proposer or corporation under the same or different name and that such respondent has no financial interest in the Proposer of another respondent for the same work, that neither he, his Proposer, association nor corporation directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposer's RFP on the above described project. Furthermore, neither the Proposer nor any of its officers are debarred from participating in public contract lettings in any other state.

HORUS ACADEMY
(Respondent Proposer)

(Signature – Authorized Representative)

CHAIR
(Title)

STATE OF Florida)

COUNTY OF Hillsborough

Subscribed and sworn to before me this 15th day of August, 2024, by Lena Graham-Morris who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires: 07/26/27

ANGELA WILLIAMS
Commission # HH 379271
Expires July 26, 2027

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT B

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF *{Respondent}* HORUS ACADEMY,
being of lawful age and being duly sworn I, *{Affiant}* DR. LENA GRAHAM- MORRIS, as
{Position/Title} CHAIR *(ex. CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 15th day of August, 2021. 2024

Dr. Lena Gr
Signature of Affiant

STATE OF Florida)
COUNTY OF Hillsborough

Subscribed and sworn to before me this 15th day of August, 2021. 2024, by Lena Graham-Morris who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:
07/26/27

ANGELA WILLIAMS
Commission # HH 379271
Expires July 26, 2027

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT C

St. Lucie County Board of County Commissioners Drug-Free Workplace Form

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

HORUS ACADEMY does:
Name of
Proposer

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

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

3. Give each employee engaged in providing the contractual services that are described in St. Lucie County's Request for Proposal to provide ARP Compliance and Oversite Services, a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.

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

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Dr. Lem
Signature

8/15/2024
Date

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT D

Conflict of Interest Disclosure Form

Project (RFP) Number/Description: Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Proposer's professional judgment in completing work for the benefit of St. Lucie County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Proposers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Proposers, therefore, must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Proposer's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

[X] I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

[ ] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: HORUS ACADEMY

Authorized Representative(s):

Dr. [signature]	DR LENA GRAHAM-MORRIS/CHAIR
Signature	Print Name/Title
Signature	Print Name/Title

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT E

CLAIMS/LIENS/LITIGATION HISTORY

Respondents must provide accurate and factual information related to the questions provided below. Failure to appropriately disclose the information requested, including any and all explanations and/or details related to the answers provided may result in a Respondent being removed from further consideration under this RFP. Respondents may attach additional pages and/or documents as necessary to provide information as required.

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes _____ No_ _____If yes, please attach additional sheet(s) to include:
   Description o f every action.
   Captions o f the Litigation or Arbitration;
   Amount at issue:
   Name (s) of the attorneys representing all parties:

   Amount actually recovered, if any:
   Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

   N/A

5. Have you ever abandoned a contract, been terminated for cause?
   Yes_____No_____if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_____if no, please explain why?

7. List the status of all pending claims currently filed against your company:

N/A

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes_____No_____If yes, please explain each instance in detail: _____

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT F

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Proposer shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Proposer") agrees as follows:

(1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Respondent certifies that, the Proposer or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

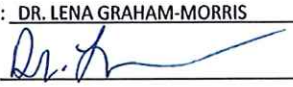
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Lucie County.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM-MORRIS

SIGNATURE: 

TITLE: CHAIR

NAME OF PROPOSER: HORUS ACADEMY

DATE: AUGUST 13, 2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT I

NON-COLLUSION CERTIFICATION

St. Lucie County requires, as a matter of policy, that any Proposer receiving a contract or award resulting from this Request for Proposal issued by St. Lucie County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our Proposer, partnership or corporation, that no members of the elected governing body of St. Lucie County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM- MORRIS

SIGNATURE: Dr. L

TITLE: CHAIR

DATE: AUGUST 13, 2024

NAME OF PROPOSER/PARTNERSHIP/CORPORATION: HORUS ACADEMY

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT H

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Proposer] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer, HORUS ACADEMEY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM-MORRIS

SIGNATURE: Dr. Lena

TITLE: CHAIR

NAME OF PROPOSER: HORUS ACADEMY

DATE: AUGUST 13, 2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT J
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Hillsborough

I, DR. LENA GRAHAM-MORRIS (hereinafter "Affiant"), being duly authorized by and on behalf of HORUS ACADEMY (hereinafter "Proposer") hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No._____(hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Lucie County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Lucie County for any costs incurred by the St. Lucie County resulting from Proposer's breach.

DATED this 15TH day of AUGUST, 2024.

Signature of Affiant

DR. LENA GRAHAM-MORRIS CHAIR
Printed Name & Title of Affiant

HORUS ACADEMY
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 15 day of AUGUST, 2024, by (*insert name and title of Affiant*), who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: 07/26/27

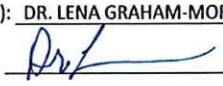
ANGELA WILLIAMS
Commission # HH 379271
Expires July 26, 2027

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM-MORRIS

SIGNATURE: 

TITLE: CHAIR

NAME OF PROPOSER: HORUS ACADEMY

DATE: AUGUST 13, 2024



TAB 9

Addendums

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

May 9, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

The due date for RFP No. 24-044 has been changed to:

Wednesday, August 21, 2024, at 3:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 6, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

A Future Land Use (FLU) change is being initiated to change the FLU of the properties identified in the RFP to General Commercial. The General Commercial Land Use promotes mixed use and may permit certain development at a higher density under the LIVE LOCAL ACT. The LIVE LOCAL ACT allows development proposals for residential and mixed-use projects to be considered administratively by the City. Note that the proposed FLU change is contingent upon approval from local and state agencies."

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 27, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

August 1, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

August 12, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

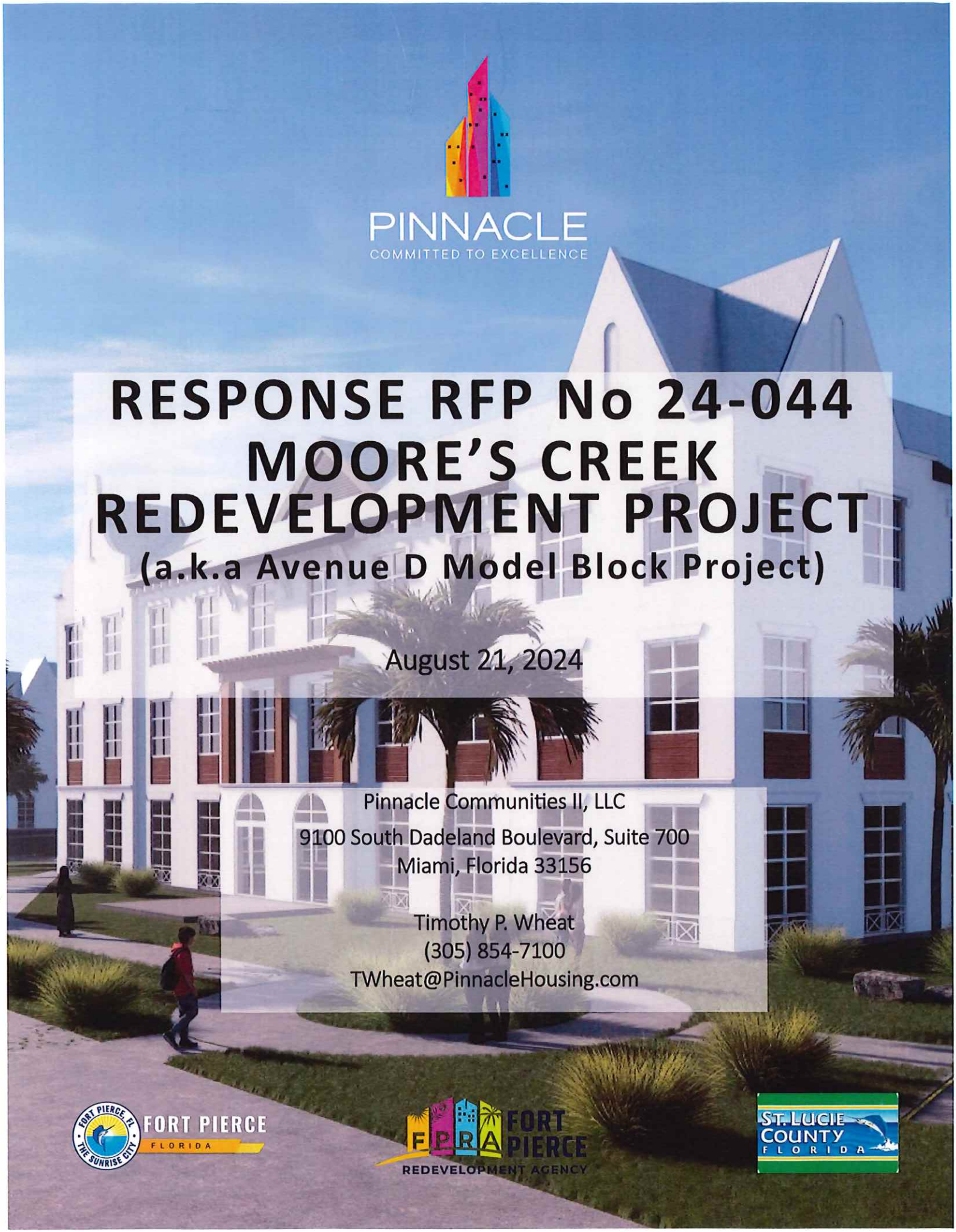
Floor Plan for existing building. (Please note that the Veterans Services offices as they currently operate are not reflected on the attached floor plan, but are located in the area labeled "Common Meeting Room".)

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: [signature]

Date: August 15 2024



PINNACLE
COMMITTED TO EXCELLENCE

RESPONSE RFP No 24-044 MOORE'S CREEK REDEVELOPMENT PROJECT

(a.k.a Avenue D Model Block Project)

August 21, 2024

Pinnacle Communities II, LLC
9100 South Dadeland Boulevard, Suite 700
Miami, Florida 33156

Timothy P. Wheat
(305) 854-7100
TWheat@PinnacleHousing.com

FORT PIERCE FLORIDA
THE SUNRISE CITY

FPRA FORT PIERCE REDEVELOPMENT AGENCY

ST. LUCIE COUNTY FLORIDA

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- Insurance Certificate reflecting all required coverages.
- RFP Affidavit
- RFP Affidavit of Solvency
- Drug Free Workplace Form
- Conflict of Interest Disclosure Form
- Claims/Liens/Litigation History
- Equal Opportunity Report Statement
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
- Exclusion – Primary Covered Transactions
- Certification Regarding Lobbying
- Non-Collusion Certification
- Acknowledged all Addenda

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EXECUTIVE SUMMARY

Pinnacle Communities II, LLC (Pinnacle) proudly submits its proposal for the Moore's Creek Redevelopment Project, also known as the Avenue D Model Block Project. Pinnacle is a best-in-class developer of both affordable and market-rate rental housing based in Miami with a twenty-six-year track record of constructing over 11,000 multi-family units in Florida, Texas, and Mississippi. Pinnacle is known for its design creativity, enduring quality of its products, and commitment to a quality resident experience amplified by its much-heralded Art in Public Places program.

Pinnacle and the development team's proposed development align seamlessly with the Fort Pierce Redevelopment Agency's (FPRA's) comprehensive four-point action plan: Restore Neighborhoods, Foster Arts and Culture, "Re-Set" the Economic Base, and Connect. Our team's objective is to physically revitalize the Moore's Creek block while preserving the community's ornate culture and history. Leveraging our extensive knowledge of the area Pinnacle envisions neighborhood revitalization through proven architecture and urban planning principles, as demonstrated in our company portfolios.

The Pinnacle team's expertise in architecture and urban planning, demonstrated through successful community revitalization projects, forms the foundation of our approach. The midrise and garden-style rental apartment buildings are characterized by Mediterranean architecture with a timeless color palette and forms inspired by the Old City Hall finished and Old Saint Anastasia Catholic Church architectural lines. The design integrates surrounding uses, such as the bus terminal, into the model block, enhancing access and connectivity for residents. The proposed pedestrian bridge over Moore's Creek enhances connectivity, cultural awareness and outdoor recreation. We will use these spaces to creatively pay homage to Ft. Pierce's cultural history, with particular emphasis on African-American changemakers such as The Highwaymen and Zora Neale Hurston.

The proposed development introduces 157 total units, midrise and garden-style development that complements existing building heights while being sensitive to human scale, which promotes walkability and landscape to provide shade and reduce heat. The development unit mix includes one, two and three bedroom residences and live-work spaces. This initiative contributes directly to the FPRA's goal of restoring neighborhoods and resetting the economic base. Our company's portfolios vividly showcase the transformative impact of our methodology on communities similar to Fort Pierce.

Pinnacle is committed to providing residents and visitors with a place to live, an exceptional sense of belonging, and community dignity.

PROJECT DESCRIPTION

The Moore's Creek Redevelopment project, led by the Pinnacle team, embodies innovative urban planning and community revitalization. With a wealth of experience in architecture and urban design, acquired through successful endeavors, we present a forward-thinking strategy to reshape Fort Pierce's urban landscape.

Central to our vision is a midrise-style rental apartment complex, infused with the enduring allure of Mediterranean architecture blended with elements reminiscent of Fort Pierce's cultural landmarks. This design seamlessly integrates with existing infrastructure, including a proposed pedestrian bridge over Moore's Creek, fostering connectivity and cultural appreciation. The proposed amphitheater is located north of Saint Moriah Primitive Baptist Church, with a frontage on N 8th street. Our development initiative introduces 157 units of affordable housing, divided over two phases of construction, including four market-rate commercial as live/work space, catering to the local entrepreneurs, businesses and the diverse needs of the community. Focused on walkability and human-scale design principles, our project enhances the neighborhood ambiance while honoring Fort Pierce's architectural heritage.

Collaboration with the Fort Pierce Redevelopment Agency (FPRA) is instrumental in our endeavor, shaping a unit mix that mirrors local demographics and aligns with the city's goals of neighborhood restoration and support for lower-income residents. Supported by our proposed 99-year lease agreement and Local Government Area of Opportunity from both City and County; our commitment to affordable housing and community development support is steadfast.

In addition to providing housing solutions, our project envisions a dynamic community resource center, fostering empowerment and social cohesion. From fitness facilities to communal spaces, our amenities are tailored to enrich residents' quality of life. Our meticulous planning underscores a commitment to timely delivery. We will actively pursue funding opportunities, including engagement with the Florida Housing Finance Corporation, ensuring the financial sustainability of the project.

Our approach prioritizes sustainability, resilience, and active community involvement. By embracing Fort Pierce's cultural heritage and addressing contemporary housing needs, the Moore's Creek Redevelopment project signifies a transformative initiative poised to elevate residents' lives and redefine urban living standards.

ORGANIZATION OF TEAM AND CAPACITY

7

ORGANIZATION OF TEAM & CAPACITY

Pinnacle Communities

The Respondent, Pinnacle Communities II, LLC, is part of the Pinnacle family of companies. Pinnacle is an industry leader, providing first-class affordable and market-rate housing. Pinnacle has experience in all facets of housing development, including affordable, mixed-income, senior, family and special needs housing. The ability to meet deadlines while delivering sustainable, high-quality affordable housing within the constraints of compressed timelines and challenging locations has made Pinnacle an industry leader. Pinnacle is noted for its quality of design, enhancement of the communities we serve and highest quality resident services, with a consistent average portfolio-wide occupancy of 99%.

Founded in 1997, Pinnacle is a Miami-based family of companies dedicated to full-service real estate development and construction. Pinnacle focuses on providing best-in-class multi-family luxury and affordable/workforce housing communities and has developed more than 11,000 apartment homes located in Florida and the southern United States, with a primary focus on southeast Florida. Pinnacle has extensive experience in all asset classes of multi-family including transit-oriented and urban in-fill redevelopment.

Pinnacle has a long track record of exceeding the expectations of its partners, lenders and investors and is uniquely skilled at executing successful public/private partnerships. Pinnacle is widely known for enhancing the communities it serves with unique designs and art in public places, as well as its commitment to the highest quality resident services.

Pinnacle has extensive experience in redevelopment ventures with communities, including CRAs and public housing authorities, having completed numerous developments involving a public agency or non-profit organization as a meaningful collaborative partner. Pinnacle has a long track record of satisfaction with respect to fulfilling the obligations and needs of both our non-profit and public sector partners and is a "user-friendly" organization with a positive, transparent and organized business approach.

More information about all of Pinnacle's numerous success stories in community redevelopment and affordable housing can be found at www.pinnaclehousing.com

Pinnacle's Key Staff and Capacity

This highly qualified and experienced team at Pinnacle, with expertise spanning various disciplines, positions the company as well-prepared to successfully complete the proposed project, ensuring its excellence in planning, execution, and community impact. Pinnacle has a proven track record of managing redevelopment ventures with communities, including Community Redevelopment Agencies (CRAs) and public housing authorities, demonstrating its expertise in meaningful collaborative partnerships.

David O. Deutch, Co-Founder of Pinnacle, brings a wealth of experience, overseeing the day-to-day management of the company and ensuring its performance, sustainability, and compliance. Mr. Deutch's extensive experience with financial institutions showcases his adeptness in securing funding through successful collaborations with cities, counties, the Florida Housing Finance Corporation, banking institutions, syndicators, and legal entities, reflecting his comprehensive proficiency in navigating diverse funding channels for project success.

Timothy P. Wheat, a Partner at Pinnacle, serves as Principal in Charge and brings nearly 40 years of experience in community development, multi-family affordable housing, and public/private partnerships. His leadership has been instrumental in guiding Pinnacle's expansion, overseeing successful developments across the state. Mr. Wheat is acknowledged as an industry advocate and an expert in fostering collaborative efforts to create affordable housing. In recognition of these accomplishments, he was appointed to the Federal Home Loan Bank of Atlanta's Affordable Housing Advisory Council, where he served from 2013-2017, and was elected Vice Chairman in 2016.

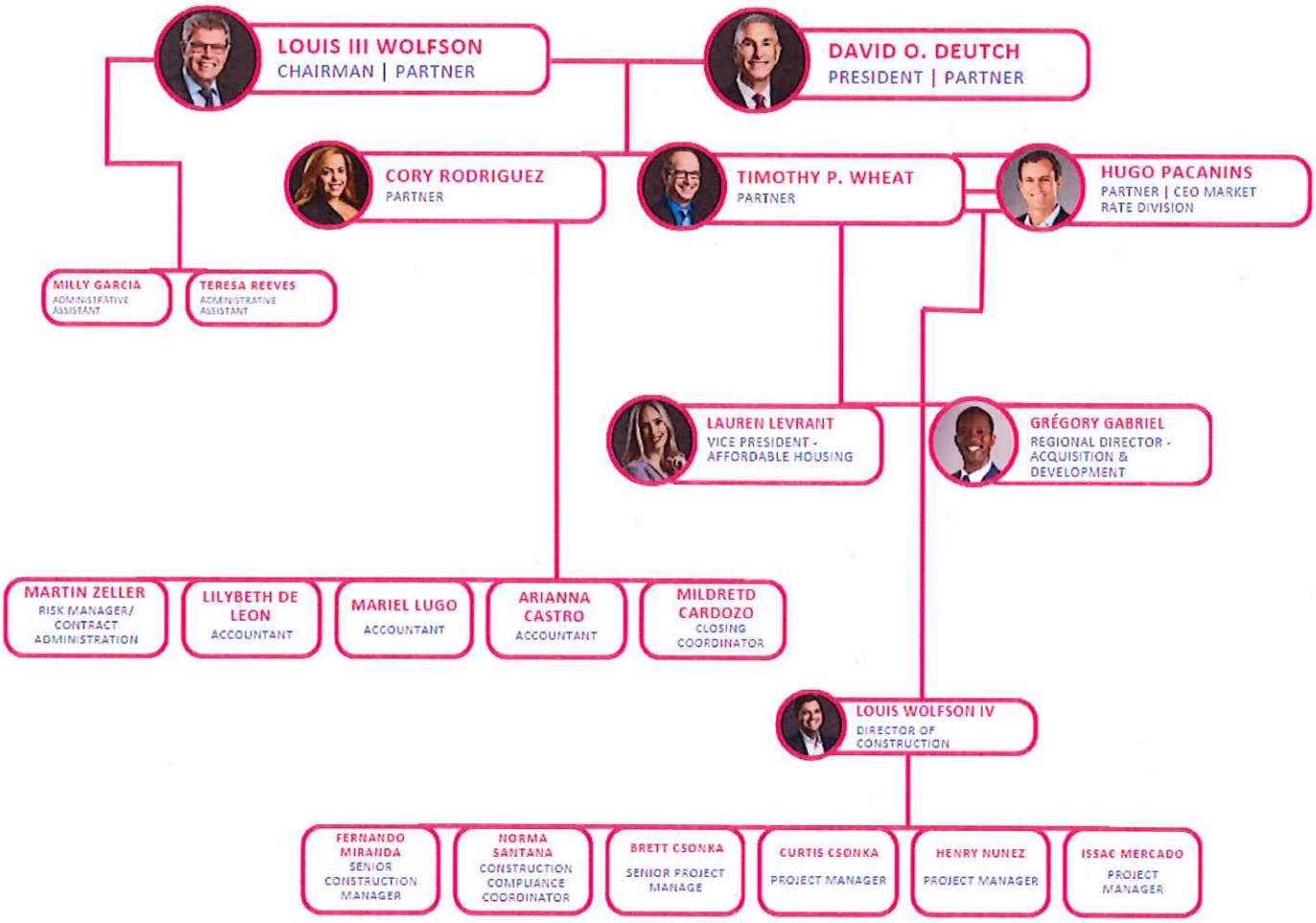
In 2011, Mr. Wheat received the key to the City of Lynn Haven, Florida, for his role in developing affordable housing in the area. He also actively engages with multiple community organizations focused on creating affordable housing opportunities. Mr. Wheat is a founding Board Member and President of the Community Land Trust of Palm Beach County and The Treasure Coast, formed in 2006, which develops and creates housing opportunities for both renters and homeowners utilizing a cutting-edge mechanism for preserving long term affordability. Mr. Wheat is also a Board Member and member of the Executive Committee of the Housing Leadership Council of Palm Beach County. The HLC's "Housing for All" plan and its advocacy for affordable and workforce housing was instrumental in the adoption of a $200 million housing bond initiative approved by Palm Beach County's voters in 2022.

Louis "Luke" Wolfson IV, a Florida Licensed General Contractor, oversees construction-related activities for all Pinnacle developments, utilizing his background in Mechanical Engineering to ensure cutting-edge and successful project management. In addition to Curtis Csonka another PC Building certified general contractor (CGC 1531515). As depicted on the Pinnacle team org chart, PC Building has seven key competent staff experts with unique skills over the years who have all contributed to moving the multifamily project forward.

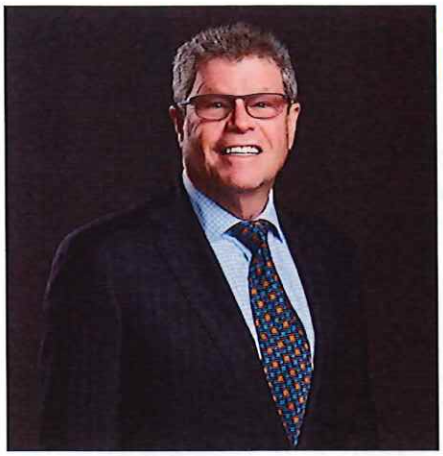
Lauren Levrant, Vice President of Affordable Housing Development, is responsible for pursuing and implementing affordable housing opportunities, shaping funding strategies, and has played a pivotal role in securing funding for numerous developments throughout Florida.

Gregory "Greg" Gabriel brings a wealth of knowledge ranging from community services, transportation planning, real estate, and urban planning. His background in community work is a key element in building community consensus.

Pinnacle Communities' Organization Chart



Pinnacle Communities Team

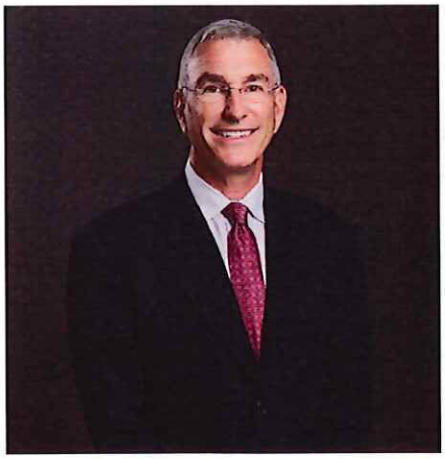


LOUIS WOLFSON, III
PARTNER & CHAIRMAN

As a fourth generation Miamian, Louis Wolfson has devoted his professional life working toward the betterment of South Florida. He is highly regarded for his work as a trustee of Miami Dade Community College, where as Chairman of the MDCC Foundation he helped build over $20 million in endowments.

After graduating from the Stetson School of Business, Mr. Wolfson was employed in the family business, Wometco, a diversified entertainment conglomerate which included radio, television, cable operations, movie theaters and the Miami Seaquarium.

Mr. Wolfson compiled years of experience and gained an immense passion for affordable housing development, finance, management and community relations before becoming one of the founders of Pinnacle Housing Group. In 1984 Mr. Wolfson became a Board member of Greater Miami Neighborhoods (GMN), which eventually grew into the largest non-profit developer of affordable housing in South Florida. Under Mr. Wolfson's leadership as Board Chairman from 1988 through 1996, over 4,000 units of housing valued at over $200,000,000 serving more than 11,000 residents were completed. Mr. Wolfson engages in public affairs aspects of Pinnacle's development programs, and oversees Pinnacle's landmark Art in Public Places program.

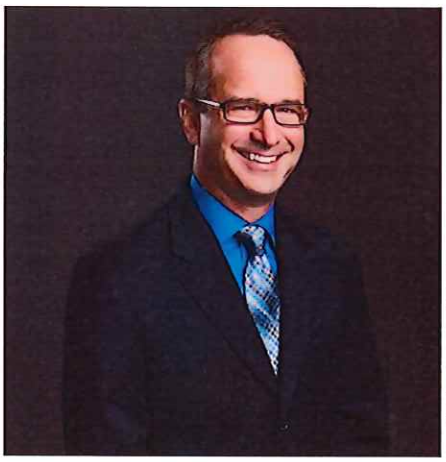


DAVID O. DEUTCH
PARTNER & PRESIDENT

Mr. Deutch co-founded Pinnacle in 1997. He brings a wealth of experience to the rental housing arena, including finance, accounting, asset management, and public policy.

Mr. Deutch is involved in the hands-on, day-to-day management of the Pinnacle family of companies, and oversees many facets of the business enterprise to ensure performance, sustainability and compliance. Mr. Deutch began his career in the Corporate Banking Division at Southeast Bank, where he served as Vice President, responsible for a large portfolio of corporate loans as well as new business development. Thereafter, he became Manager of Business Planning at Costa Cruise Lines where he played a role in enhancing the company's various business goals and objectives.

Mr. Deutch received his M.B.A. at the University of Miami Graduate School of Business and B.A. from the University of Texas at Austin. Mr. Deutch was Chairman of the Board of Directors of the Coalition of Affordable Housing Providers, Florida's statewide housing advocacy organization for the affordable housing industry, from 2011-2015. Mr. Deutch is a Member of the Board of Trustees at Mount Sinai Medical Center in Miami Beach.



TIMOTHY P. WHEAT
PARTNER

Mr. Wheat's professional career spans over 30 years and has almost entirely been dedicated to the development and preservation of quality housing for the workforce. Mr. Wheat began his career as a housing planner in Palm Beach County government, moved to the non-profit sector and then into private for-profit development.

Mr. Wheat has overseen the development, financing and management of thousands of rental housing units in Florida and throughout the United States. Mr. Wheat joined Pinnacle in 2002, and in his capacity he has overseen successful and trend-setting developments across the state, including Pinnacle's partnerships to redevelop publicly-owned land into new, modern rental communities using innovative public/private partnerships. Mr. Wheat is acknowledged as an industry advocate and an expert in managing successful public/private housing partnerships. In recognition of these accomplishments, Mr. Wheat was appointed to the Federal Home Loan Bank of Atlanta's Affordable Housing Advisory Council, where he served from 2013-2017, and was elected Vice Chairman in 2016.

He is also a founding Board Member and President of the Community Land Trust of Palm Beach County, formed in 2006, which develops and creates housing opportunities for both renters and homeowners. Mr. Wheat is a native Floridian and a Phi Beta Kappa graduate of Fordham University in the Bronx, New York.

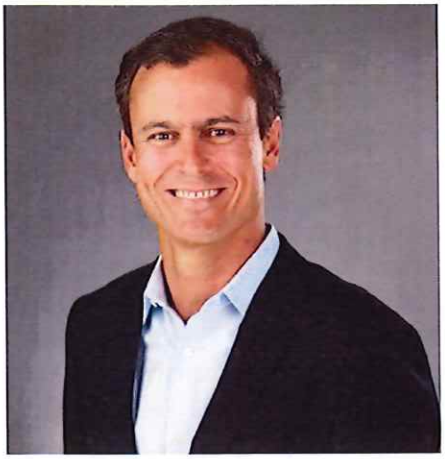


CORALY RODRIGUEZ
CPA, PARTNER

Ms. Rodriguez brings more than 15 years in diverse accounting, audit and financial experience to her role as Chief Accounting and Operating Officer. Ms. Rodriguez started her career at Pinnacle in 2000. In her role as Assistant Controller she managed the day-to-day accounting operations.

After obtaining her CPA license, she transitioned into public accounting and continued her career at Deloitte where she served various audit clients within the banking, gaming and real estate industries. After her tenure at Deloitte, Ms. Rodriguez joined the Claire's Stores corporate team where she managed various internal and operational audits and assisted in the implementation of various strategic initiatives throughout North America and Europe. Prior to rejoining Pinnacle in 2015, Ms. Rodriguez served as Accounting Director for TotalBank, a $2.5 billion institution, where she was responsible for all aspects of the Accounting and Finance function handling budgeting, internal controls, financial reporting, technical accounting and strategic management. Ms. Rodriguez is licensed as a Certified Public Accountant in the state of Florida and is an active member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Ms. Rodriguez earned a Bachelor of Business Administration in Accounting and a Master of Accounting Degree from Florida International University. In 2019, Ms. Rodriguez was recognized for her achievements by South Florida Business Journal, naming her to their Class of 40 Under 40.



HUGO PACANINS
PARTNER

Mr. Pacanins joined Pinnacle in 2023 to oversee the growing market rate division for the company. He brings over 17 years of multifamily development experience and has been involved in the development of over 7,000 residential units and 500,000 square feet of commercial uses, exceeding $2 billion in total development costs.

The son of an affordable housing developer in Venezuela, Mr. Pacanins has been involved in real estate development and construction from a very young age, which lead him to a career in Civil Engineering where he graduated with honors. Upon graduation, Mr. Pacanins worked as a management consultant for McKinsey & Company before working as a General Manager for an amusement park operator in Venezuela. Seeking a return to the Real Estate Industry, Mr. Pacanins received his M.B.A. with a concentration in Real Estate and Strategy from the University of California at Berkeley's Haas School of Business, where he was the recipient of the Haas Merit Scholarship. He then moved to Florida to start his real estate career where he has overseen and grown the market rate platforms of both Ram Realty services and Morgan Group.

Mr. Pacanins is an active member of ULI, a past member of the Broward MPO Community Involvement Roundtable and has collaborated with multiple municipalities on all aspects of planning and zoning for multifamily development.



LAUREN LEVRANT
VICE-PRESIDENT - AFFORDABLE HOUSING DEVELOPMENT

Ms. Levrant serves as Vice President of Affordable Housing Development for Pinnacle, responsible for pursuing and implementing affordable housing development opportunities as well as shaping funding strategies. Since starting her career at Pinnacle in 2006 and rejoining in 2023, Ms. Levrant has sourced and secured funding for numerous developments and overseen the financing applications for countless more throughout the State of Florida. Ms. Levrant previously served as a Senior Originator for PNC Bank, overseeing Low-Income Housing Tax Credit Equity Originations in the Arizona, Colorado and Arizona markets as well as sourcing deals for PNC's Affordable Housing Preservation Group.

Prior to her move back to Miami, she served as the Vice President of McCormack Baron Salazar's Northern California office, overseeing the development of two Choice Neighborhood Developments (in the City of San Francisco and Sacramento) as well as multiple Acquisition / Rehab RAD conversions for the City of San Francisco's Public Housing portfolio as well as several new construction affordable developments throughout The Bay Area. She holds a Bachelor's degree in Civil Engineering from Northwestern University.

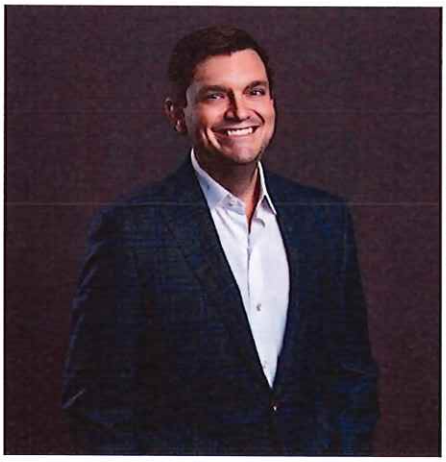


GREG GABRIEL
REGIONAL DIRECTOR - ACQUISITION AND DEVELOPMENT

Mr. Gabriel is responsible for identifying, evaluating and acquiring new development sites as well as developing private-public partnership opportunities involving public land surplus suitable for affordable housing projects. Based in the West Palm Beach office, Mr. Gabriel's focus is on the Broward, Palm Beach and Central Florida markets. Previously, Mr. Gabriel worked for the Palm Beach County TPA leading transit and land use initiatives and the Palm Beach County Youth Services Department facilitating the allocation of funds to community-based agencies.

Mr. Gabriel's dedication to urban development is underscored by his role as a board member of the City of West Palm Beach Downtown Action Committee, where he actively contributes to shaping the city's downtown. His passion for community, placemaking, walkable communities, and transportation-oriented development demonstrates his commitment to sustainable urban planning and thoughtful growth. Mr. Gabriel holds bachelor's and master's degrees in Urban Regional Planning and Architecture from Florida Atlantic University. Mr. Gabriel is an active member of the American Planning Association and the Urban Land Use Institute, member of Urban Land Use Institute and a cohort of the 2024 ULI Leadership Program.

PC Building



LOUIS WOLFSON IV
DIRECTOR OF CONSTRUCTION

Mr. Wolfson oversees the pre-construction, bidding, subcontractor selection, field management and overall construction for all Pinnacle developments. He is a Florida Licensed General Contractor and the Qualifier for Pinnacle's construction affiliate PC Building, as well as Pinnacle's joint venture with D. Stephenson Construction, PCDS Construction.

Mr. Wolfson is a 2013 graduate of the Georgia Institute of Technology in Atlanta, Georgia with a Bachelor of Science degree in Mechanical Engineering, with a focus on Nanotechnology. Mr. Wolfson's educational experience refined his unique skills in time management, team-oriented goal setting, successful project management, computer coding and physical building. Mr. Wolfson uses these acquired skills and subsequent experiences to achieve success in construction ventures by using cutting-edge tools and technology to ensure predictive and positive outcomes. Prior to joining Pinnacle, Mr. Wolfson worked for several mechanical engineering firms, designing complex cooling and heating systems, airport fueling infrastructure, and fire suppression technology, and has a background in computer coding and writing for both a Texas website firm and a Miami-based lender. Mr. Wolfson joined Pinnacle in 2016, learning and then refining the construction process from the ground up, taking on successfully greater roles and responsibilities from assistant superintendent to project manager.

Mr. Wolfson is a fifth-generation Floridian and resides in Coconut Grove with his wife Cori and son Louis Wolfson V.

Housing Grants and Application Experience

Pinnacle is an industry leader in affordable housing and urban revitalization. Pinnacle has honed these skills with multiple successful developments throughout Florida, Texas and Mississippi. St. Lucie County, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency should consider the following specific aspects of Pinnacle's resources, capabilities and assets when making a selection.

PINNACLE IS A LEADER IN STRUCTURING AND FINANCING PUBLIC/PRIVATE PARTNERSHIPS

Pinnacle engages in public/private partnerships on a daily basis. As such, Pinnacle knows how to leverage the resources necessary to have developed over 11,000 units using virtually all the available affordable, workforce and market rate housing financing resources offered in the industry. These include:

- Pinnacle has developed the vast majority of our rental portfolio properties with allocations of Housing Tax Credits from the Florida Housing Finance Corporation and other state allocating agencies, either 9% competitive allocations or 4% allocations in conjunction with tax-exempt bonds issued by Florida Housing or a local Housing Finance Authority. We have an excellent reputation with Florida Housing, and all of our communities maintain a spotless financial performance and compliance record.

- Pinnacle consistently enjoys once of the highest award success rates for securing these highly competitive awards of 9% Housing Tax Credits in the industry. This is a testament to Pinnacle's selectivity and strategy in its choice of development options. Unlike others in the industry, Pinnacle does not flood the system with numerous applications in the hopes of winning a few. The partners at Pinnacle have experience in securing and managing these valuable resources that even pre-date the formation of Pinnacle in 1997. For example, the principal in charge for this RFP Timothy P. Wheat, secured Housing Tax Credits for a development for the first time in 1993.

- Pinnacle has accessed on numerous occasions various city and county programs and other locally allocated resources as a source of subordinate "soft" financing to fund housing development activities including locally-funded Housing Trust Funds, special Federal allocations such as Neighborhood Stabilization Program (NSP), American Rescue Plan Act (ARPA) and HOME funds. We have also managed special allocations of funds from HUD such as Disaster Relief CDBG funds.

- Pinnacle blended tax increment financing (TIF) proceeds with the use of a local housing trust fund for Goodbread Hills, working closely with the Tallahassee Housing Authority, Tallahassee Community Redevelopment Agency, and City Department of Housing and Community Development, as well as Pinnacle at Peacefield with the City of Hollywood and the Hollywood Community Redevelopment Agency.

- Pinnacle has redeveloped numerous obsolete public housing developments using the "mixed finance development rule".

- Pinnacle has developed properties with the issuance of tax-exempt bonds, issued by both Florida Housing and local housing finance authorities, utilizing private credit enhancement programs and direct placements of bonds as well.

- Pinnacle executed a Preservation development with the Housing Authority of the City of Fort Myers, which involves the use of an existing Housing Assistance Payments contract, and the highly -innovative "splitting" of the HAP (as allowed under HUD Section 8bb regulations) between the Preservation transaction (called "Landings at East Pointe") and the adjoining Redevelopment (demolition/reconstruction) of a public housing complex ("East Pointe Place"). Both received Housing Tax Credit allocations secured by Pinnacle. the Preservation transaction (called "Landings at East Pointe") and the adjoining Redevelopment (demolition/reconstruction) of a public housing complex ("East Pointe Place"). Both received Housing Tax Credit allocations secured by Pinnacle.

- Pinnacle as leveraged subordinate public financing has come in the form of local and/or state SHIP, SAIL, RRLP, CDBG, HOME and NSP/NSP2 allocations, and waivers of fees.

- Pinnacle has secured impact fee waivers (and/or credits replacing a prior existing use) for numerous developments.

- Our successful farmworker housing development venture with Everglades Community Association in Fort Pierce, Live Oak Villas, secured a special allocation of funding from FHFC for farmworker emergency housing relief, and a Federal Home Loan Bank Affordable Housing Program (AHP) loan.

- Principal in charge Timothy P. Wheat served for four years on the Advisory Council for the Federal Home Loan Bank of Atlanta, providing guidance on many initiatives, including policy on the AHP.

- We are familiar with the latest mortgage products designed to facilitate the cost-effective financing of affordable housing from institutions such as Freddie Mac and Fannie Mae, and Pinnacle also works closely with Neighborhood Lending Partners (NLP), a consortium of banks dedicated to affordable housing lending. Not only has NLP provided favorable permanent financing to multiple Pinnacle developments, NLP also has allocated apart their first mortgage loan a separate Community Development Financial Institutions (CDFI) low interest subordinate loan to our Pinnacle at the Wesleyan development now under construction in Kissimmee, Florida.

- In 2010, Pinnacle secured one of the largest allocations of NSP funding in the United States for the purpose of redeveloping a 421 unit condemned property located in unincorporated Miami-Dade County. This community has become the 300-unit King's Terrace, which was completed in 2012.

- Pinnacle's market rate multi-family division has taken advantage of private equity raises, mezzanine financing, institutional investment of all kinds, and conventional financing from established lenders such as City National Bank and Pinnacle Financial Partners (not an affiliate) to finance recent successful developments such as La Vida, ELYPS and Ezelle.

- Pinnacle has engaged in traditional private soft financing for its developments, most recently UnitedWay, La Cabana.

All of the previously mentioned examples are just a sample of Pinnacle's ability to appropriate the financing necessary to make development opportunities a success. Even more importantly, Pinnacle is a proven and trusted custodian of public funds.

DEVELOPMENT TEAM

MPLD CONSULTING

As a full-service development consulting firm that has been serving Florida and beyond for the past 19+ years, MPLD can handle all aspects of your projects' timeline from beginning to end. Whether you are building a multi-family project or adding a new hospital wing, we are your trusted partners during every phase of the de-velopment process.

In our 19th year of business, MPLD Consulting continues to strive toward excellence in customer satisfaction throughout the development and project process. Whether you are an owner, developer, engineer, architect, builder, or contractor your project's priorities and goals will be met and exceeded through using M PLO for all of your development consulting, and permitting needs. Our expertise, accountability, relationships, knowledge and persistence will always put you on the winning side of a project. We are very pleased to say that most of our clients become our long-term associ-ates and friends building lasting relationships together in addition to buildings. Using our services on a project gives you the unfair advantage!

We specialize in Owner Representation, Medical Construction, Assisted and Congregant Living Facilities, Educational Facilities, New Commercial Development, SFR and Multi-Family Construction, Trades, Amenities, Site Plan Representation, Project Management, Tenant Improvements, Utilities, Engineering, Planning & Zoning, and Public Outreach. The bottom line of our clients has always been our top priority.



REBECCA MILLER, FOUNDER AND PRESIDENT

Rebecca Miller is the Founder and President of MPLD Consulting (Miller Permitting & Land Development), a full-service development consulting firm that has been serving all of Florida for the past 20 years, with offices in West Palm Beach, Tradition and Fort Pierce. Her current projects exceed $2.5 billion in value.

As a trusted industry leader who built her success based on subject matter expertise, relationship building, exceeding expectations, and on customer satisfaction, Rebecca is also known for being a true visionary. Due to her impeccable reputation, Rebecca has been asked to serve on many task forces and boards including for the City of Ft. Pierce, St. Lucie County, City of Port St. Lucie, City of West Palm Beach, and the St. Lucie County School Board. In 2010 and 2011, she served as Executive Vice President of the Economic Development Council of St. Lucie County. She is also the founder of a regional think tank for economic development called PREA that coalesces with business leaders to advance a regional economic development perspective. In addition to the above, Rebecca serves as Board Chair of the St. Lucie County Cultural Alliance, a public/private LAA. Lastly, she is a graduate of Leadership Palm Beach County Class of 2020. Through her private and nonprofit work and commitments, she maintains strong relationships with our region's key business leaders in both the public and private sectors.

Prior to moving to West Palm Beach, Rebecca held leadership positions with several divisions of American Express and Bear Stearns, and worked in Minneapolis, New York City, Miami, and Seattle. Rebecca grew up in South India, and Canada before moving to the United States. She graduated with a BA/MA from The University of British Columbia, in Vancouver Canada. She now resides in Old Northwood, in West Palm Beach.

PINNACLE'S "FINANCIAL ENGINEERING" LEADS TO PROSPEROUS DEVELOPMENTS

Pinnacle will assume the financial risk of successful completion once the development plan is underway. The security for this project completion would be demonstrated by Pinnacle posting guarantees where necessary to conventional lenders and equity investors in the implementation of the financing program. These guarantees include but are not limited to:

- Construction completion
- Operating deficits
- Conformance with financing program requirements and/or noncompliance.

Pinnacle's partners have the substantial financial capacity to accept this risk, which is noted by the willingness of lenders and investors to enter into business arrangements with Pinnacle on its many development ventures. Pinnacle is very conservative in its approach to new development ventures, and it recognizes that a failure to properly analyze market risks could collapse the development opportunity, and with it, Pinnacle's high standing in the investment community. Pinnacle accepts its financial risk and takes this process most seriously.

Pinnacle utilizes a number of methods to ensure financial security once a development venture is initiated, which include:

- Thorough analysis of the capital costs to initiate developments, particularly redevelopment/ renovation in urban areas, using a conservative cost-estimating approach;
- Realistic projection of operating income and expenses for a development once "in service," using realistic market rents, and taking into account the latest data on rising expenses, vacancy rates and bad debts;
- Pragmatic interest and equity return projections, accounting for market fluctuation between the time a development is committed and the time it closes and "locks in" actual rates;
- Adequate budgeting for lease-up expenses and ample reserves for the lease-up period to cover operating losses until a development is completely occupied; and
- Contingencies for unanticipated costs, both construction costs and "soft" costs.

Lastly, Pinnacle's affiliated general contractor entity, PC Building gives us insight into real-time changes in construction costs, means and methods for our developments, even when PC Building is not the contractor of record. This gives us a further leg up on risk mitigation, which impacts our prospective developments from initial conception and design until completion and operational maintenance.

Pinnacle's reputation is based upon its ability to positively implement a development initiative with the lowest possible financial exposure. Such efforts have been a hallmark of our ventures and have led to a consistent positive working relationship with financial institutions and public entities.

ZYSCOVICH

Zyscovich is a 160-person, integrated architecture, interior design, and urban planning firm headquartered in downtown Miami with geostrategically located offices in Winter Park, Orlando, West Palm Beach, Tampa, Jacksonville, Fort Myers, Atlanta, New York City, and Boston. The firm has provided master planning and architectural services to a variety of institutions, private developers, government agencies, and municipalities throughout Florida, to include planning, schematic design, site analysis, design development, construction documents, and zoning and code analysis for residential, commercial, retail, and mixed-use projects. As one of the largest architectural firms in Florida, Zyscovich has the resources and experience to expeditiously complete any scope of work. Our ability to deliver as promised has established our firm as a leader, and we are committed to the definitive scheduling and timely performance of our services.

Zyscovich is recognized by the industry for both innovation and a practical approach to design. The firm has a robust portfolio of master planning and multi-family residential development projects, having worked on a number of new construction, renovation, and addition projects across the country. We excel at delivering buildings that exceed client design expectations while meeting strict budget and schedule constraints. In fact, we were nationally ranked as one of the "Top 100 Office Architecture Firms" by Building Design + Construction in the 2016 Giants 300 Report. Our record of performance is proven by the fact that the vast majority of our clients are repeat clients, not just for a project or two, but year after year because of our commitment to high-quality design and responsive customer service. Our extensive portfolio includes multi-family residential, mixed-use, retail, hospitality, corporate, commercial, medical, educational, governmental, financial, entertainment, and transportation facilities throughout the United States, the Caribbean, and South America.



BERNARD ZYSCOVICH, FAIA
CHIEF EXECUTIVE OFFICE AND FOUNDER

Bernard is the founder of Zyscovich and over the past 45 years of experience, he has led creative teams on a wide range of projects including master planning, designing, and building complex residential and mixed-use projects implemented in the U.S. and Internationally. As the visionary on many high-profile projects, Bernard draws upon his extensive work with multiple stakeholders and broad-based public input. His successful creation of Master Plans meets the mission of its public and private sector clients as well as public / private partnerships entities. He practices a design philosophy that emphasizes the unique characteristics of neighborhoods—a philosophy that resonates with communities because it recognizes the intrinsic value of each place. Bernard brings to each of the firm's projects an instinctive understanding of architectural context and the connection to the surrounding environment as a result of his years analyzing the massing, forms, and features of the urban fabric. This holistic approach allows Zyscovich's projects to enjoy continuity with the essential aspects of the environment.



JOHN A. CUNNINGHAM , AIA
PROJECT DESIGN

John brings more than 39 years of experience leading teams on locally, regionally, and nationally recognized award-winning projects that integrate authentic architecture with art and landscape. John has worked on landmark projects throughout his career including The White House, The Old Executive Building (Office of the Vice President), and the Vietnam War Memorial in Washington, D.C, as well as significant projects for clients throughout Florida including, SunTrust Bank, Demetree, Nephron, HYATT, Ritz-Carlton, U.S. Post Office, City of Maitland, and Rollins College, among others. John brings an unparalleled dedication to his craft and his clients that inspire his project teams to create innovative and functional facilities that stay true to client goals, budgets, and schedules. A true leader in the field, John has lectured locally and nationally and has taught in the Master of Civic Urbanism Program as an adjunct professor at Rollins College in the theories and real-world applications of Vernacular Florida Architecture, including Placemaking, Design, Transit Oriented Development, and City Planning / Urban Design.



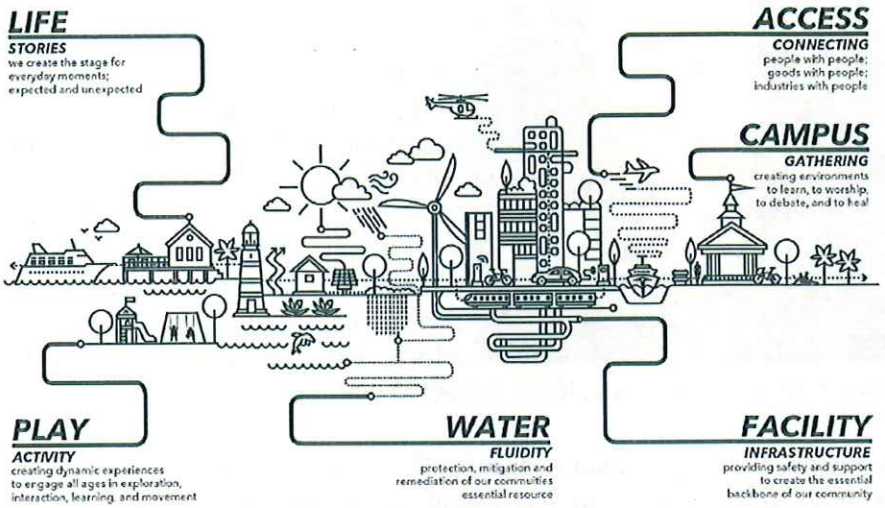
ALAN WOLFE. RA
PROJECT MANAGER

Alan Wolfe has over 40 years of experience practicing architecture and is a licensed architect. His experience in leadership of professional teams has consistently been successful in maintaining construction costs within budget, limiting change orders, and exceeding client expectations. He is skilled at simultaneously directing multiple projects in different phases of design and construction and keeping them on schedule while maintaining concurrent deliverables. His in-depth understanding of contracts, design, building systems, and construction procedures enables him to provide effective direction and management of high-quality Architectural Services. He is experienced with taking projects from conception and programming through construction administration and completion. He is highly adept at coordinating and managing architectural and engineering teams and ensuring that the client's expectations are exceeded. Alan provided services in design, project management, production oversight, and construction administration for the selected projects listed below.

KEITH

PRACTICE LINES

Our Practice Lines were created to place an emphasis on the communities that we bring to life. Each Practice Line is interconnected, providing critical infrastructure, connectivity, and gathering places to allow meaningful life stories unfold. We focus on the unique and diverse needs of our clients and the communities in which they reside.



KEITH'S MISSION:
TO CREATE, EXPAND UPON, PRESERVE, AND ENHANCE OUR COMMUNITIES.

For more than six decades, KEITH has been providing design solutions throughout the State of Florida, the Caribbean, and beyond. Our firm was built on the basic principle of serving as an advocate for the communities in which we build, we live, and we give back to. As a trans-disciplinary firm, KEITH provides creative solutions to each project and the communities in which they serve. The firm provides resilient and sustainable design solutions for municipal agencies, private clients, and the Florida Department of Transportation.

As a mid-size close-knit firm of over 200 professionals, KEITH provides surveying and mapping, subsurface utility engineering, planning, civil engineering, transportation engineering, landscape architecture, and construction management services with offices in Pompano Beach (HQ), Miami, West Palm Beach, Orlando, and Port St. Lucie. KEITH has collaborated with more than 75 municipalities throughout Florida. Through our work, we create the stage for everyday moments; expected and unexpected. Our holistic development solutions carefully blend technical expertise with creative problem-solving; a right-and left-brained approach, or what we call *Engineering Inspired Design.*

KEITH engages as an extension of our clients, with an analytical lens and a goal to resolve development issues in a collaborative way; one that goes beyond the disciplines we provide. KEITH takes what might be considered mundane and transforms it by considering it through our unique lens, reshaping each project so that it's more than just functional, it's sustainable.

Looking toward the future is best done with a sound knowledge of the past. Through founder Bill Keith's leadership, years of discipline and hard work, Bill was able to pass forward a growing enterprise to his daughter, our Chairman, Dodie Keith-Lazowick, PSM. And in turn, KEITH has grown into a third generation of talent with our CEO and President, Alex Lazowick, PE, PMP, ENV SP. KEITH, constantly building upon our history, stands today as a trans-disciplinary powerhouse shaping communities across Florida and beyond with state-of-the-art and sustainable solutions to address all of the needs of our clients.



JORGE VALLE-PELLOT, PE
SENIOR CIVIL ENGINEER

Mr. Valle-Pellot is a professional engineer with 24 years of experience in design, permitting, and construction inspection. Mr. Valle-Pellot's experience includes projects with Broward County, Miami-Dade County, Palm Beach County, and several private entities. His duties include design, drainage calculations reports, hydraulic analysis, plans preparation, permitting with regulatory agencies, site inspections, pre-construction meetings, shop drawings reviews and as-built reviews, responding to contractor's request for information, coordinating with plan reviewers and addressing comments. Jorge's software experience includes, but is not limited to, Cascade 2001, ICPR, AutoCAD, and Civil 3D.

Berkeley Landing, Riviera Beach, FL: Project Manager/Civil Engineer. KEITH is assisting the Client in developing a KEITH Life project including two 3-story residential buildings containing 112 units, live/work loft units, community amenities, surface parking, and office space on the approximately 3-acre site. KEITH provides services to the Client including civil engineering, planning, survey/SUE, traffic engineering, landscape architecture, utility coordination, and construction program management. The KEITH Team is assisting the Client in boundary and topographic survey, tree survey, utility location, platting, horizontal designation and location services, SUE conditions and understandings, project planning and design coordination, civil engineering design, schematic design, FEMA Letter of Map Amendment, engineering permitting with City of Riviera Beach Engineering and Fire Rescue, Palm Beach County Health Department, South Florida Water Management District, and FDOT, FDOT landscape permitting, traffic impact study, site lighting and photometric plan, final engineering construction documents including paving, grading, and drainage, pavement markings and signing, and water distribution, sanitary sewer, and erosion control plans, construction observations, inspections, and certifications.



ANDREA HARPER
SENIOR PLANNER

Ms. Harper brings 33 years of experience reviewing and processing land development applications for municipalities ensuring compliance with land development codes. Andrea was previously employed as a Principal Planner for the City of Riviera Beach. In this capacity, she performed a multitude of planning assignments customarily associated with a municipality having beachfront properties, a thriving port, and a diverse population. Ms. Harper was an independent project manager for new developments including industrial sites, commercial sites, residential sites and a waterfront condominium. She reviewed all building permits for compliance with the applicable codes. I prepared zoning verification letters and conducted zoning inspections. Independently researching various topics and drafting new ordinances and policies/procedures to address changing needs, she prepared staff reports and presentations for board meetings to convey project information to City officials. Ms. Harper has also served Palm Beach County Government for sixteen years as Site Planner II/Permanent On-Call Planner.



SAM HALL, PSM
VICE PRESIDENT, SURVEYOR AND MAPPER

Sam Hall brings 25 years of professional surveying, mapping, and project management experience to the KEITH Team. As Vice President, he has led multi-million-dollar municipal and private development geospatial projects throughout Florida. Throughout his career, Sam has demonstrated exceptional professionalism and project understanding, with a thorough understanding of Florida Statutes and Administrative Codes. He has led both large and small teams through the proper execution of proposals, contracts, and task work orders (TWOs). Sam has extensive technical knowledge and ensures all projects are delivered in the most efficient and detailed manner.

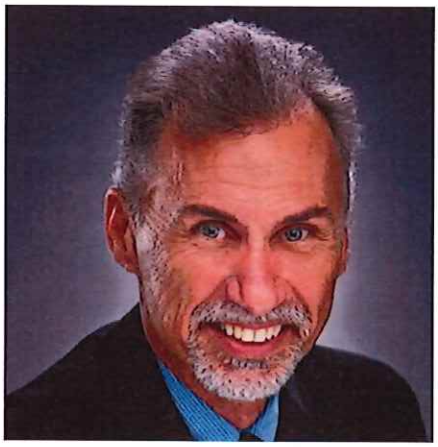
Live! Pompano, Pompano Beach, FL: Surveyor. KEITH is assisting the Client in developing a KEITH Life/KEITH Play project that includes the redevelopment of a 225-acre site including nearly $2 billion of investment including entertainment venue, offices, retail, industrial, and residential with 4,100 units integrated to the plan. KEITH is providing full services to the Client including geospatial, planning, civil, traffic, and transportation engineering, and landscape architecture. The KEITH Team is assisting the Client in the entitlement and development process to create a distinct zoning district, allowing the creation of a Live! branded entertainment district with the existing casino at the heart. KEITH also provided public engagement, platting/ plat note amendments, water and sewer modeling and planning, FEMA assessments, FDOT coordination, visioning, and utility coordination, roadway design, casino expansion, parking garage development, retail/grocery outlets, Live! entertainment venue and hotel, and the multi-family residential development. KEITH is involved in the design of all stages of development assisting the Client in navigating City, County, and State agencies to unlock the site's true development potential. Once completed, this project will create a destination that will continue to place Pompano Beach and South Florida on the map for residents and visitors alike.



LUIS SANTALIZ, PSM
SURVEY PROJECT MANAGER

Luis Santaliz brings nearly a decade of experience in land surveying, including boundary, topographic, construction layout, GIS, and platting. He also has managed projects and field crew personnel and served as a client liaison.

A1A Ocean Blvd. at Jupiter Beach Road Intersection Improvement, Jupiter, FL: Project Manager. KEITH is assisting the Client in developing a KEITH Access project including improvements to a high-traffic intersection. KEITH is providing the Client survey/SUE services. The KEITH Team is assisting the Client in survey and site work including establishing horizontal and vertical control, staking light poles, final as-built survey, staking drainage system, as-built drainage system, tin tabs at curbs, staking of concrete walks and ramps, and finished paving, grading and drainage as-built survey for this project improving the safety of the intersection for the community.



MICHAEL PHILLIPS
SENIOR LANDSCAPE ARCHITECT

Mr. Michael Phillips has 38 years of experience in the field of Landscape Architecture. Since 1986, Mr. Phillips has conceptualized, hand sketched and CAD drafted construction documents in the public and private sector. He has been involved with projects ranging from schematic design through final completion, including plant selection, field inspections and project certification. He has produced landscape architecture construction documents that encompass tree survey and tree disposition plans, hardscape layouts and details, grading plans, planting plans, lighting plans and irrigation plans. Additionally, he is well versed in LEED requirements, 'Florida Friendly Landscaping' guidelines, Green Book Standards and FDOT design standards and indexes. Additionally, his input is key in site inventory and analysis, coordinating with our Survey Department to establish the location and species of trees and appraising the dollar value of such trees, which is paramount in the process of developing tree disposition plans and arborist reports followed by landscape plans that preserve existing trees and vegetation.

Project O, Oakland Park, FL: Landscape Architect. KEITH is assisting the Client in developing a KEITH Life mixed-use project including a 10-story residential building including 274 units with a floor above for amenity space, a 500 space 8-story parking garage, and more than 19,000-SF of ground floor retail space. Amenities include a dog park, murals by local artists, and rooftop pool on the 4-acre site. KEITH provides services to the Client including civil engineering, landscape architecture, planning, survey/SUE, and construction program management. The KEITH Team is assisting the Client in resolving civil challenges included in the urban design of the site that had an existing unlimited stormwater outfall to Cherry Creek. KEITH's civil team designed and permitted a drainage system that includes drainage wells, exfiltration trenches, and a controlled outfall that limits discharge to the basin allowing volume, while providing water quality treatment and water quantity requirements within a very tightly designed development.



KELLIE SCHUELER
DIRECTOR OF LANDSCAPE ARCHITECTURE

An experienced landscape architect and dedicated project manager, Kelli Schueler provides planning, design and project management services for a wide variety of project types through all phases of the development process. Her knowledge of the local environment, innovative technologies and sustainable best practices is combined with a creative approach that is detail oriented, ensuring designs are implemented both efficiently and accurately. Kelli has a wide range of project experience, but is most motivated by the opportunity to create special moments within the urban environment where hardscape and architectural elements are thoughtfully combined with green space to create impactful places of respite and community within the urban core.



MICHAEL J. VONDER MEULEN, AICP
VICE PRESIDENT OF PLANNING

Mr. Michael Vonder Meulen has 38 years of local, national, and international experience in urban planning, zoning, and project management systems. Since 1986, Mr. Vonder Meulen's experience has included many phases of public sector and private sector land planning, site planning, and permitting services. He has directed project services from planning, design, and construction management throughout the United States, Caribbean, and South America.

Block 57/Young Circle, Hollywood, FL: Planner. KEITH, as subconsultant, is assisting the Client in the development of this KEITH Life/KEITH Access project on Hollywood's iconic Young Circle that includes approximately 850 multi-family units, 125,000-SF of retail space, and 30,000-SF of Class A office space, and the realignment of approximately 2,000-LF of 12" DIP water main in the heart of downtown. KEITH provides services including civil and transportation engineering, planning, and landscape architecture. The KEITH Team is assisting the Client in coordinating closely with the City of Hollywood CRA and FDOT, the redevelopment of several roadways, including Hollywood Boulevard, Harrison Street, Tyler Street, and 17th Avenue, relocation of all underground infrastructure along 17th Avenue, and relocating all impacted utilities. The KEITH Landscape Architecture team provided urban streetscape design which is multi-functional. Block 57 is bifurcated with a new segment of Hollywood Boulevard allowing clear connection from downtown Hollywood to the beach giving it strategic importance to the community proving that careful Client, consultant, and government agency collaboration makes for spectacular projects.



STEPHEN D. WILLIAMS,SR., PE
VICE PRESIDENT OF CIVIL ENGINEERING

Mr. Stephen Williams has been engaged in civil and transportation engineering design and construction in South Florida since 1970. Mr. Williams has served as the record engineer for numerous transportation, utility, water management, municipal, aviation, recreation, roadway and land development (governmental, residential, mixed-use and commercial) projects in South Florida. These include projects at Florida's Turnpike, Miami International and Fort Lauderdale-Hollywood International Airports and multiple projects for the local municipalities, school districts and universities. Projects have included roadway and site engineering design and analysis (paving, grading, drainage, water and sanitary sewer design and construction administration) for both private and governmental clients. He has served as the general municipal civil engineering consultant to cities of Oakland Park, Miramar, Plantation, Fort Lauderdale, Sunrise, Pompano Beach and Tamarac throughout his career. Notably, Mr. Williams developed a SWMM EXTRAN computer model for the 55,000-acre Indian River Farms Water Control District. Mr. Williams also serves as the Firm's Senior Quality Assurance /Quality Control (QA/QC) Officer and continuously monitors all projects for compliance.

RURAL NEIGHBORHOODS

We proposed a strategic collaboration with Rural Neighborhoods, which continues Pinnacle's collaboration with Rural Neighborhoods that began with the development of the successful Live Oak Villas and Live Oak Villas Phase II affordable housing developments in Fort Pierce over 20 years ago. Rural Neighborhoods is an award-winning, not-for-profit Developer established under §501(c)(3) of the Internal Revenue Code and offers an unmatched record of excellence. It has developed more than 2,300 affordable and workforce rental units throughout 30 rental communities statewide. The Prior Experience Chart illustrates strong expertise in FHFC Low Income Housing Tax Credit (10 projects), SAIL (10), HOME (7), CDBG, and other Federal, state, and local programs. Tax credit investors include Alliant Capital, Citibank, City Real Estate Advisors, Fifth Third Bank, JP Morgan, and PNC Bank. In September 2021, FHFC approved three Monroe County CDBG-DR commitments expected to close and commence construction in November. Rural Neighborhoods has closed on 100% of FHFC awards and has had no defaults since its inception. Rural Neighborhoods is expert in land entitlement, site, and infrastructure development. Everglades Village, a 120-acre Miami-Dade campus, marks large-scale rezoning, site drainage, roads, water distribution and sewer collection success in a comparable flood plain. RN tackles difficult-to-develop parcels including those with environmental hazards, unsuitable soils or wetlands and retains biological consultants and legal counsel to manage environmental and water management issues. From time-to-time it has established special taxing and brownfield districts to meet site lighting, infrastructure needs and leverage additional capital.

Rural Neighborhoods is active in neighborhood revitalization that enhances racial equity and needs of existing residents. It is the neighborhood quarterback in the Latinx and Haitian Eden Gardens–Esperanza Place neighborhood in NE Collier authoring its EP2 Mi Casa – Kominote M Revitalization Plan. RN encourages EP2 investment, entitles land for homeownership, and conducts owner-occupied rehab and rental preservation. This approach ensures equitable housing opportunities for lower income minority residents. Our work entitles land for neighborhood facilities to increase opportunities that promote continued residency and offsets gentrification. In Gainesville, RN is building Deer Creek Senior Housing bordering Elder Care of Alachua County and Northside Park, a $2M renovated park. Rural Neighborhoods' housing plan was competitively selected by the municipality based on its connectivity to adjacent public uses. Rural Neighborhoods has growing Florida Keys experience. It owns and manages Tradewinds Hammock, 62 LIHTC rental units in Key Largo, largely serving low-income BIPOC households between 28% - 60% AMI. Its FHFC-financed Seahorse Cottages I, II and The Avenues rental homes in the Lower Keys constructs 31 modulars replacing homes destroyed in Hurricane Irma. That $14.7M CDBG-DR leveraged investment serves households from 28% - 80% AMI. RN is preparing to construct 88 rentals on Sugarloaf Key. Landings and Dockside obtained unanimous planning approvals and will use FHTC to spread workforce housing throughout the Lower Keys.

STEVEN CRAIG KIRK
PRESIDENT

Steven Kirk is President of Rural Neighborhoods since 1994 joining its predecessor organization in the aftermath of Hurricane Andrew. He began his work with migrant and seasonal farm workers in North Carolina in 1976 and served as a Robert F. Kennedy Memorial Fellow in 1978-1979. He received the Lyndhurst Foundation Young Career Prize in 1985 for civil rights work on behalf of rural workers in the South. Governor Jeb Bush appointed Kirk to the Florida Hurricane Housing Task Force in 2005. In 2006 he received the Housing Assistance Council's Skip Jason Award for Community Service and was named Miami-Dade Agriculturist of the Year in 2008. He received the Agriculturist of the Year award again in 2018 and was named LISC's Rural Champion in 2019.

ABNEY + ABNEY GREEN SOLUTIONS



KYLE ABNEY
LEED® ACCREDITED PROFESSIONAL
ASSOCIATE PRINCIPAL

Kyle Abney is a LEED® Accredited Professional (AP) and a state licensed General Contractor. As founding principal of Abney + Abney Green Solutions, Kyle has first-hand experience with all the green building certifications for both commercial and residential construction in Florida. He founded the firm in 2008. Kyle is immediate past-president of the Florida Green Building Coalition and is a long-standing board member of Solar Energy Loan Fund (SELF) where he served as president from 2015 – 2022. He has earned the prestigious accreditation of NGBS Green Master Verifier and has been named a Partner of Excellence by Home Innovation Research Labs every year since the program's inception. Kyle is a graduate of the University of Florida with a Bachelor's in Architectural Design ('99) and a Master's of Building Construction with a concentration in Sustainable Construction ('01). He has the premier distinction of being the first person in the United States to receive a formal construction degree in green building.



HARMONY ABNEY
CO-FOUNDER

Harmony Abney co-founded Abney + Abney Green Solutions in 2008 and is primarily responsible for the firm's marketing and communications efforts. In addition to ongoing brand awareness activities, she serves as an integral part of the team responsible for coordinating, organizing, and assisting in the implementation of green certification criteria. Further, she is actively involved with owners, architects, and developers to assist in understanding the means, methods, and materials necessary to meet certification requirements.

She is a graduate of Stetson University with a degree in Communication Studies

PROFESSIONAL MANAGEMENT INC.

JAMES R. MITCHELL
PRESIDENT

Professional Management, Inc. (PMI) was formed in 1969 by James R. Mitchell to provide capable and qualified real estate management for institutional and private investors throughout the entire state of Florida. Since its founding, the firm has owned and managed more than 10,000 apartment units, commercial office buildings, condominiums, warehouses, and shopping centers throughout the state of Florida.

He began with only three (3) employees but had a vision of the future. He built Professional Management, Inc. into a management company that today employs over three hundred (300) employees and manages more than 10,000 apartment units throughout the state of Florida. The company has the background and the experience to represent institutional lenders, administering large loan transactions related to low-income housing, rehabilitation, and construction lending.

Professional Management, Inc. has been a developer since the early 1970's and has acquired expertise in all facets of construction commencing with the selection of architects, general contractors, and engineers. Professional Management, Inc. has extensive experience in renovation and rehabilitation of multi-family residential housing as well as involvement in the construction of office buildings and has supervised construction or rehab of approximately 7,000 rental units in the State of Florida. Furthermore, Professional Management, Inc. has extensive experience in government rehabilitation construction programs such as HUD, Moderate Rehabilitation, HUD Co-Insured, Tax-Exempt Bond Programs and Low-Income Housing Tax Credit Programs, HOME and SHIP.

CARRIE L. BREWER
CHIEF EXECUTIVE OFFICER

Oversee the operational, including building maintenance and financial performance of a portfolio of multifamily and mix-used properties to maximize NOI, mitigate risk, and enhance the customer experience for the state of Florida portfolio. Continually assess standard operating procedures to ensure business practices are both effective and efficient. Collaborate across the organization in developing and implementing processes and key initiatives to drive the success of the company. Evaluate each community continually to determine annual capital improvement needs and priorities. Actively participate in the recruitment of management to ensure success in hiring, mentoring and motivating managers. Conduct job performances and salary reviews, and make appropriate staff changes when necessary. Frequently analyze market data to ensure competitive pricing in all regions. Ensure assets are maintained, preserved, and projects are completed to the highest standards. Confirm federal, state, and local regulatory requirements are met, and all team members are well trained in compliance. Monitor and optimize on-site staffing, guide on-site leaders in performance management, recruiting, hiring, and developing team members. Observe occupancy, rent collection and cost to ensure the financial stability of properties. Identify and analyze problems and potential problems. Develop and implement decisions that help the properties achieve the owner's objectives and that are consistent with management company's policies and procedures.

TERRACON

Wherever you are on your project journey, Terracon's employee-owners are ready to meet you where you are and help you reach your goal. Since our founding in 1965, Terracon has grown and evolved to become a thriving, employee-owned, multidiscipline engineering consulting firm. Our more than 6,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide including an 11-office Florida network. On-time and real-time data-driven insights, provided by our talented employee-owners, create an unmatched client experience that spans the lifecycle of any project from earth to sky.

Terracon consistently ranks as a top 25 design firm by *Engineering News-Record*. Our successful growth has included organic expansion and innovation as well as the acquisition of more than 60 firms with specialized capabilities. A focused and uncompromising dedication to safety has been integral to how we support our employees, clients, and communities.

Throughout the life of your project, we won't just point the way – we'll go with you. From site selection to the design and construction to maintaining the life of the structure, we'll help you achieve success through engineering and scientific expertise, a passion for problem-solving, and a drive to explore.

58 YEARS OF EXPERTISE

Terracon is a dynamic and growing engineering and scientific consulting firm providing multiple related service lines to clients at local, regional, and national levels. Founded as a single office, the firm began as Soil Testing Services of Iowa, Inc. in April 1965. In 1980, the company was renamed Terracon Consultants, Inc., and moved to the Kansas City metropolitan area. The firm is structured with board of directors, officers, executive committee members, executive vice presidents (VPs), senior VPs, VPs, and principals. Terracon is made up of three operating groups: Western, Central, and Eastern. Each operating group consists of divisions.

A Delaware corporation (type: C; large corporation) authorized to transact business in the State of Florida, the firm established its presence in South Florida in 1997 while its local subsidiaries were established in the early 1990s. Terracon is a State of Florida Department of Business and Professional Regulation licensed engineering, geology, and asbestos business; a Florida Department of Health (DOH) certified Radon Measurement Business; and is U.S. Environmental Protection Agency (EPA) certified to conduct lead-based paint (LBP) activities. Terracon is not a certified minority or woman-owned business enterprise; however, it is our policy to strongly support minority, disadvantaged and small business development programs sponsored by local, state, and federal agencies.

We currently have approximately 352 environmental staff members statewide that are licensed and certified. Our highly experienced professional staff include:

- Florida licensed professional engineers, geologists,
- Florida licensed mold assessors, standard inspectors
- Environmental scientists
- Ecologists
- Biologists
- Professional Wetland Scientists
- Foresters
- Marine scientists
- Archaeologists



BRIAN P. BRANDON, PWS
SENIOR ASSOCIATE/ENVIRONMENTAL DEPARTMENT MANAGER

Brian is the Environmental Department Manager in Terracon's Winter Park Florida office. His role at Terracon is managing project assignments and budgets, preparing proposals and bids for environmental services, and developing clientele in the Central and South Florida markets. Brian also oversees a group of environmental scientists, engineers, geologists, and industrial hygienists and participates directly in various environmental projects. Brian's expertise includes wetland delineation, wetland permitting and compliance, wetland functional assessment and mitigation plans, wetland monitoring, habitat assessments, habitat conservation plans, floral/vegetation surveys, threatened and endangered species surveys, migratory bird evaluations, wildlife monitoring, creation and maintenance of avian protection programs, tribal and agency consultation pursuant to the National Environmental Policy Act (NEPA). His experience also includes coordination with the USFWS, FWC, Federal Communications Commission (FCC), various state and tribal historic preservation offices (HPOs), the FDEP, United States Army Corps of Engineers (USACE), and all Florida Water Management Districts for various permitting projects.

Indrio Road Commercial Development – Fort Pierce, FL Senior Staff Scientist for a proposed commercial development. The scope of services includes a wetland assessment and delineation, listed species review, agency review of the wetland delineation, preparation of Uniform Mitigation Assessment Method (UMAM) data sheets, cultural resources review, and environmental permitting.

Kiwanis Park – Coral Springs, FL Senior Project Manager and Senior Scientist. Brian served as technical lead for wetland/drainage project in Broward County. Scope of services included wetland delineation, functional assessment, wetland permitting assistance, and listed species assessment.

Highlands Solar - South Florida Project Manager and Lead Ecologist for multiple natural resource assessments on 2,000-acre ranchland proposed for conversion to a solar farm. The scope of work included delineation and functional assessment of various wetland systems on the site, and coordination with South Florida Water Management District, USACE, and USFWS.

Yeehaw Junction, FL Senior Staff Scientist and Project Manager for land analysis that includes demography of saw palmetto stands, agricultural soil analysis, and land use analysis to determine the correlation between palmetto densities and productivity and available soil nutrients on-site. The 12,000-acre project site was proposed to be utilized for saw palmetto propagation and harvesting.

Endangered Plant Surveys – Polk County, FL Conducted demography survey on the state-endangered blushing scrub balm at a confidential site. Surveys consisted of measuring and recording plant height and width, and counting stems, flowers, and seeds. The data was used to determine germination rates in response to the prescribed fire regiment of the area.

SHUTTS & BOWEN, LLP



ROBERT CHENG
PARTNER

Robert Cheng is a partner in the Miami Office of Shutts & Bowen LLP, where he is a member of the Real Estate Practice Group. Robert concentrates his practice in real estate development and finance. He's experienced in complex real estate transactions, including acquisition, development, construction and permanent loans and loan work-outs for office buildings, retail centers, industrial warehouses, hotels and multi-family residential properties. He represents landlords and tenants in leasing transactions as well as negotiates partnership agreements and limited liability company operating agreements. Robert represents for-profit and not-for-profit developers (including joint ventures with municipal housing authorities) in affordable housing matters throughout the State of Florida.

He counsels developers in all stages of the process, from negotiating purchase contracts or ground leases through the closing of financing necessary to complete the development. Robert frequently handles projects that include multiple layers of debt financing from public and private sources and equity investments from low-income housing tax credit syndicators. Robert is admitted to practice in Florida and New York.

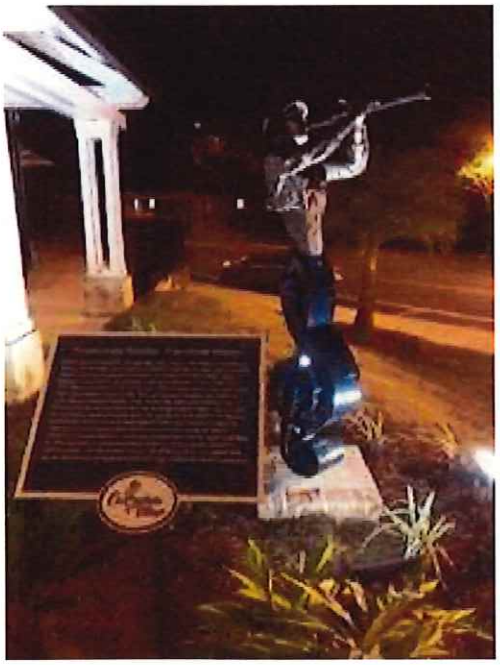
QUALIFICATIONS & REFERENCES

QUALIFICATIONS & REFERENCES
Pinnacle Qualifications and References

CASAÑAS VILLAGE AT FRENCHTOWN SQUARE



Casanas is an 88 unit mixed-income workforce housing community in the heart of the Frenchtown neighborhood. Frenchtown is a historic area of great significance to the African-American community in Tallahassee, once known as a jazz mecca and home to icons Ray Charles and "Cannonball" Adderly. Casañas Village at Frenchtown Square contains an effective blend of one, two and three bedroom residences, with amenities that include a meeting/gathering room, cyber lounge, playground, outdoor covered picnic area and other resident-friendly features. Pinnacle developed Casañas Village at Frenchtown Square in partnership with the locally based non-profit Big Bend Community Development Corporation. The Big Bend Community Development Corporation, established in 2000, has been at the forefront for much of the community revitalization and new residential development throughout the Frenchtown community.



Big Bend CDC and Pinnacle had many important objectives, spurred by community input, in developing this community. First, the development needed to define the Frenchtown corridor given its location of significance on Macomb Street and Old Bainbridge Road, making it highly visible throughout the area. As a result, Casañas Village at Frenchtown Square was designed as a single five-story residential building, with a variety of design features found in Frenchtown such a red brick, bright colors and New Orleans-style balconies. Other common amenities, commercial bays for two 400 sq. ft. "live/work lofts" and under-the-building parking are contained on the first floor of the structure.

Also, Pinnacle and Big Bend CDC were mindful of the history of the community and the land on which it sits. The development itself was named after the Casañas family, and a faithful replica of the Casañas family home was reconstructed on its original foundation, which now serves as the development's leasing office. Pinnacle and Big Bend CDC also commissioned and unveiled a historic sculpture of Frenchtown pioneer Aurelío Angel Casañas. The bronze sculpture portrays Mr. Casañas, an immigrant, community change-maker and part-time musician who emigrated to Frenchtown from Cuba in the late 1800s where he established his family and quickly became a leader in the community. Most notably, Casañas' daughter Aquilina Howell became the first African-American Assistant Superintendent of the Leon County Public Schools and was vital to the peaceful desegregation of Leon County schools throughout the 1960s and 1970s.

BERKELEY LANDING



Berkeley is a newly completed residential community in the City of Riviera Beach at U.S. Highway #1, just west of the Intracostal Waterway and north of Blue Heron Boulevard. Berkeley Landing is a destination community for families and emerging members of the workforce along the revitalized Broadway corridor. Berkeley Landing consists of 110 affordable units, and two additional market-rate units attached to ground floor live/work spaces facing Broadway. This development is a showcase in the City's "Reimagine Riviera Beach" effort as high-quality affordable housing is developed in proximity to world-class recreation, health care, employment, education and more within the city called "Palm Beach County's best kept secret." Berkeley Landing was built by PCDS Construction, a joint venture between Pinnacle's construction affiliate and D. Stephenson Construction, Florida's largest African American owned general contractor.

GIBSON PLAZA COMMUNITY AND EDUCATIONAL CENTER

In Miami's Coconut Grove community, Pinnacle demonstrated how to strategically merge together affordable housing with an educational component. The Gibson Plaza Community and Educational Center consists of 50 elderly affordable units and another 6 market-rate residential units. The development is located in Coconut Grove along Grand Avenue within a 5-story building. The unit mix consists of one and two bedroom units ranging in rents affordable to those at very low income up to market rate rents. Pinnacle joined with Collaborative Development Corporation, a Coconut Grove based 501(c)(3) non-profit organization reflecting the community improvement goals of the Gibson family, which has deep historical roots in Coconut Grove. Gibson Plaza also includes a 3,800 square foot classroom educational component operated by Miami-Dade College, which provides vocational and life skills training to the development's residents and the surrounding Coconut Grove neighborhood.

ART AND PUBLIC PLACES

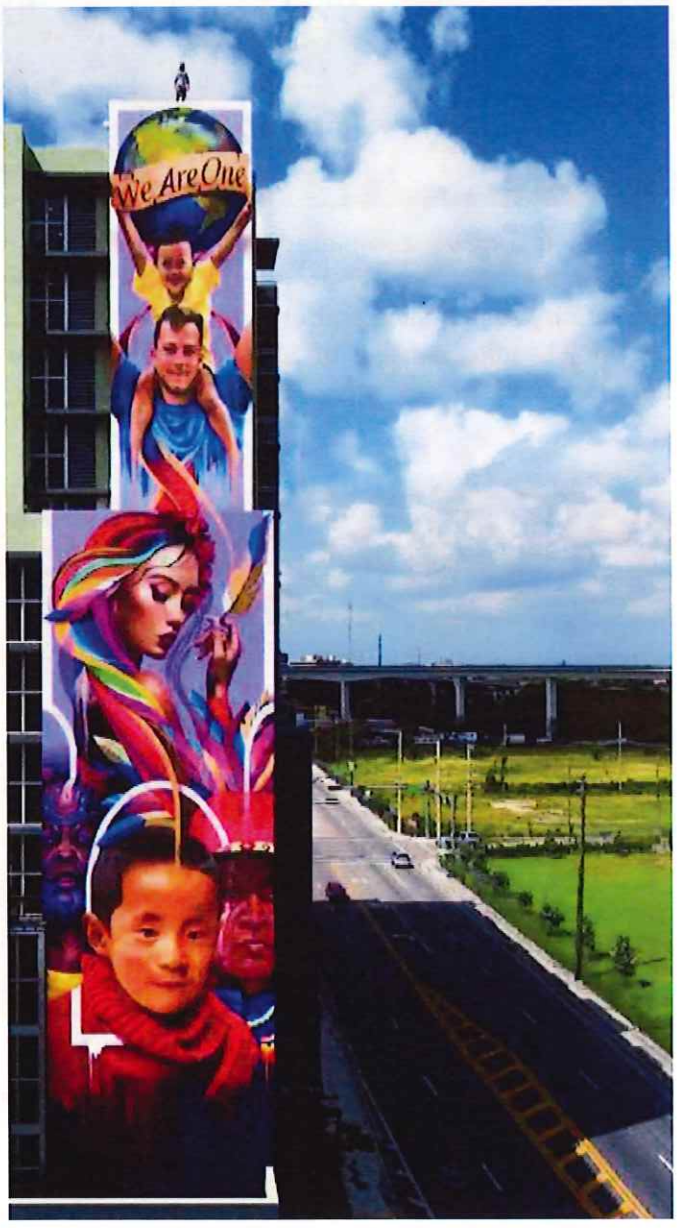
Pinnacle enhances communities through our Art in Public Places program, wherein artwork is donated or leased by Pinnacle partners for each of our developments. This initiative extends to encompass community-wide art projects, such as the Puerto Rico Hope Mural in Miami's Wynwood community, the mural at the Liberty City Police Station in Miami, urban murals in Miami's Overtown community, and participation in the Sheridan Street "Paint the Ugly Wall" Mural Project in Hollywood. With a rich history in Fort Pierce, Pinnacle is dedicated to establishing a unique Art in Public Places program at the site.

The site plan illustrates a magnificent pathway that offers social, health, and physical benefits, connecting the development and fostering connectivity with adjacent properties like the bus terminal and the proposed community facility across the street.

Along the path, history markers (black dots) and art markers (red squares) are strategically placed, depicting the rich history of Fort Pierce. This transformative program celebrates local artists and unites the community through exquisitely crafted pieces throughout the property.

The artwork, generously donated by Pinnacle partners for each of our developments, distinguishes us in the industry. While others have recently emulated this approach, none of our competitors purchase this artwork out of pocket (not as a development expense), nor do they integrate it thoughtfully into the design of the development or the history of the community. We are committed to installing thoughtfully curated sculptures in each residential phase, easily visible to the public, as well as in the community park.







Berkeley Landing, Riviera Beach, FL.



Berkeley is a newly completed residential community in the City of Riviera Beach at U.S. Highway #1, just west of the Intracostal Waterway and north of Blue Heron Boulevard. Berkeley Landing is a destination community for families and emerging members of the workforce along the revitalized Broadway corridor. Berkeley Landing consists of 110 affordable units, and two additional market-rate units attached to ground floor live/work spaces facing Broadway.

RESIDENCES

TOTAL UNITS: 112

- 26—1 Bedroom/1 Bath
- 61—2 Bedroom/2 Bath
- 23—3 Bedroom/2 Bath
- 2—Live/Work Spaces

AFFORDABILITY

- 30% , 60% & 80% of the Average Area Median Income
- Market Rate

FEATURES

- Clubhouse
- Pool & Cabana
- Fitness Center
- Cyber Lounge
- Covered Pavilion
- Children's Playground
- Enclosed Dog Park
- Energy Star Appliances

FINANCIAL PARTNERS

- Bank of America
- National Equity Fund
- Neighborhood Lending Partners
- City of Riviera Beach
- Palm Beach County

PUBLIC ART

- Mariner's Beach by Gregory Moran

Brito's Girl by Romero Brito

REFERENCE

Name and Organization	Project	Phone Number	Email
Jonathan Evans, Riviera Beach City Manager	Berkeley Landing	(561) 845-4000	JEvans@RivieraBeach.org

Gibson Plaza, Coconut Grove, FL.







Gibson Plaza consists of 56 residential units with an emphasis on housing for seniors 62 and older. The development is located in Coconut Grove along Grand Avenue within a 5-story building. The unit mix consists of one and two bedroom units ranging in rents affordable to those at very low income up to market rate rents. The final Certificate of Occupancy was received on 12/1/2015.

RESIDENCES

TOTAL UNITS: 56

- 30—1 Bedroom/1 Bath
- 26—2 Bedroom/ 2 Bath

AFFORDABILITY

- 30% Area Median Income
- 50% Area Median Income
- 60% Area Median Income
- 80% Area Median Income

FEATURES

- Energy Star appliances
- Fitness center
- Library
- Computer lab
- Community room

PUBLIC ART

- Coming together by Kench De-George
- Reaching for the Stars by Clayton Swartz
- Island Totem by Robert McKnight
- Bahama Mama by Alex Yanes

FINANCIAL PARTNERS

- Miami-Dade County
- City of Miami
- Florida Housing Finance Corp.
- Wells Fargo Bank
- Citibank

REFERENCE

Name and Organization	Project	Phone Number	Email
Joseph King, Thelma Gibson Health Initiative and Collaborative Development Corporation	Gibson Plaza	(305) 788-5412	JKing@TghiMiami.org

Casanas Village, Tallahassee, FL.







Casanas Village at Frenchtown Square is an 88 unit mixed-income workforce housing community within the historic Frenchtown neighborhood of Florida's capitol city of Tallahassee. This development, a partnership with the non-profit Big Bend Community Development Corporation, is a single five-story residential building, with the leasing offices for the community contained within the multi-generational Casañas family home that has been preserved as part of the development. Additional common amenities, commercial bays for two "live/work lofts" and under-the-building parking are contained in the first floor of the structure, as well as design elements that harken back to Frenchtown's days as a jazz mecca.

RESIDENCES

TOTAL UNITS: 88

- 20—1 Bedroom/1 Bath
- 53—2 Bedroom/2 Bath
- 15—3 Bedroom/2 Bath

AFFORDABILITY

- 33% Area Median Income
- 60% Area Median Income
- Market Rate

FEATURES

- Energy Star appliances
- Fitness center
- Library
- Computer lab
- Community room

PUBLIC ART

- Sculpture of Frenchtown pioneer Aurelío Angel Casañas

FINANCIAL PARTNERS

- Miami-Dade County
- City of Miami
- Florida Housing Finance Corp.
- Wells Fargo Bank
- Citibank

REFERENCE

Name and Organization	Project	Phone Number	Email
Tom Lewis, Big Bend Community Development Corp.	Casanas Village	(850) 228-9756	Nupe1963@aol.com

Pinnacle Experience

SEE NEXT PAGE

Pinnacle's library of developments, over 11,000 total units, 70 plus properties, with seven properties under construction currently. This table also capture the company funding ability, construction capability, green certification, and timely development completions ability.

Development		Address	Folio #	About	Financing Source	Total Dev Cost	Green Certification	General Contractor	Completion Timeline
	The Gardens at Casa Familia Phase 3	11025 SW 84th Miami, FL 33173	30-4031-0000-0170	50 units: 50 - 1BR	LIHTC $20,157,984 NHTF $1,600,000 Surtax (Miami-Dade) $2,000,000 FHFC DD Grant $4,600,000	$ 28,978,168	LEED	PC Building, LLC	Start: February 2025 Completion: August 2026
	Residences at Casa Familia Phase 2	North of 84th and 109th Ave. Miami, FL 33173	30-4031-0000-0170	4 Unit: 6BR Homes	Legislative Appropriation Funding $1,585,000	TBD	LEED	PC Building, LLC	Start: June 2025 Completion: July 2026
	Old Cutler Village Phase 2	10415 Old Cuter Rd., Miami, FL 33190	30-6017-021-0010	120 units: 29 - 1BR 54 - 2BR 37 - 3BR	LIHTC $32,159,905 Conventional Loan $9,075,000 Miami-Dade County Surtax Loan $6,000,000	$ 49,908,275	NGBS	PC Building, LLC	Start: June 2024 Completion: December 2025
	Pinnacle at La Cabana	8911 Miramar Prkwy., Miramar, FL 33025	5141-29-19-0010	110 units: 65 - 1BR 45 - 2BR	LIHTC $27,376,262 NLP $5,600,000 FHFC Viability Loan $4,300,000 LGAO $656,000 United Way of Broward Co. $750,000	$ 41,292,647	NGBS	PC Building, LLC	Start: January 2024 Completion: June 2025
	Caribbean Isles	19755 SW 110th Ct., Miami, FL 33157	30-6006-067-0010	104 units: 66 -1BR 38- 2BR	LIHTC $35,454,692 Tax Exempt Bonds $40,000,000 CDBG (Miami Dade) $6,500,000 SURTAX (Miami-Dade) $3,500,000	$ 82,981,954	NGBS	PC Building, LLC	Start: November 2024 Completion: April 2026
	Pinnacle at the Wesleyan	4151 Wesley Creekside Dr., Kissimmee, FL 34741	18-25-29-2148-0001-0030	96 units: 12 - 1BR 60 - 2BR 24 - 3BR	LIHTC $16308769 NLP 5,680,000 Viability Loan FHFC $4,300,000 Osceola County $4,500,000 City of Kissimmee $500,000	$ 33,952,618	NGBS	By Other	Start: December 2023 Completion: April 2025
	Pinnacle 441 PH 2	6028 Johnson St., Hollywood, FL 33024	5141-13-04-0080	100 units: 30 - 1BR 47 - 2BR 22 - 3BR	LIHTC $19,293,920 Tax Exempt Bonds $22,000,000 SAIL $4,000,000 SAIL - ELI $750,000 NHTF $1,850,000 Broward County $10,000,000 City of Hollywood $1,000,000	$ 47,756,020	NGBS	PC Building, LLC	Start: October 2023 Completion: February 2025
	Ezelle	Sinclair Rd., Kissimmee, FL 34747	22-25-27-5245-0001-0010	312 units: 24 Studio 96 - 1BR 156 - 2BR 36 - 3BR	LIHTC $16,308,769 NLP $5,783,600 FHFC Viability Loan $4,300,000 Osceola $4,500,000 Kissimmee $500,000	$ 77,459,759	NGBS	By Other	Start: April 2022 Completion: April 2024
	Pinnacle at Tropical Pointe	SW 135th Ave & SW 252 St., Homestead, FL 33032	30-6926-000-0090 30-6926-000-0330 30-6926-000-0321	215 units: 33 - 1BR 130 - 2BR 42 - 3BR 10 - 4BR	LIHTC $6,032,391 Tax Exempt Bond $15,812,000	$ 24,073,107	NGBS	PC Building, LLC	Start: April 2023 Completion: August 2024
	Pinnacle 441 Phase 1	890 N St Rd 7, Hollywood, FL 33024	5141-13-40-0010	113 units: 14 - 1BR 64 - 2BR 35 - 3BR 1 - Live Work 6,780sqft Retail	LIHTC $31,787,621 NLP $9,200,000 SHIP (Broward County) $100,000 Broward County $1,800,000	$ 45,426,868	NGBS	PC Building, LLC	Start: August 2022 Completion: May 2024
	Berkeley Landing	3100 Broadway, Riviera Beach, FL 33404	56-43-42-28-71-001-0000	112 units: 26 - 1BR 61 - 2BR 23 - 3BR 2 - Live Work	LIHTC - 9% (FHFC) $27,453,504 NLP $7,800,000 County SHIP $1,090,000 City of Riviera $640,000	$ 39,375,922	NGBS	PC Building, LLC	Start: September 2022 Completion: May 2024
	Bimini Cove	2500 SW 22 Terr Fort Lauderdale, FL 33312	5042-20-60-0020	140 units: 80 - 1BR 58 - 2BR 2 - 2.5BR New Construction High-rise Market Rate	Investor Equity - $13,000,000 Construction Loan - $24,000,000	$ 37,000,000	NGBS	PC Building, LLC	Start: Estimated - May 1, 2021 Completion: Dec. 31, 2022
	Cannery Row at Redlands Crossing	14380 SW 261 Street, Naranja, FL 33032	30-6927-015-0010	112 units: 73 - 1BR 39 - 2BR New Construction High-rise/Elderly Affordable 28% & 60% AMI	LIHTC - 9% (FHFC) $22,099,468 Surtax (Miami-Dade County) $4,300,000	$ 30,216,304	NGBS	PCDS Construction, LLC	Start: Oct. 5, 2020 Completion: Dec. 31, 2021
	The Grove at Sweetwater Preserve	125 SE 19TH PL Gainesville, FL 32641	15969-003-000	96 units: 24 - 1BR, 36 - 2BR, 28 - 3BR 8 - 4BR Redevelopment Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $10,596,065 SAIL (FHFC) $5,090,000 Gainesville Housing Authority $455,000 City of Gainesville $37,500	$ 21,330,277	NGBS	By Other	Start: May 13, 2019 Completion: July 6, 2020
	Pinnacle at Peacefield	2314 Adams Street Hollywood, FL 33020	5142-16-01-1380	120 units: 72 - 1BR 48 - 2BR New Construction Garden Style/Elderly Affordable 30% & 60% AMI	LIHTC - 9% (TDHCA) $23,942,955 City of Hollywood $578,000	$ 29,960,610	NGBS	PHG Builders, LLC	Start: Dec. 20, 2018 Completion: March 31, 2020

	Verbena	28250 S. Dixie Highway Miami-Dade County, FL 33033	30-7904-000-0231	110 units: 39 - 1BR 60 - 2BR 11 - 3BR New Construction Mid-rise/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $21,847,815 SURTAX (Miami-Dade County) $4,100,000	$ 29,693,346	NGBS	PHG Builders, LLC	Start: Dec. 24, 2018 Completion: March 31, 2020
	Caribbean Village	19755 SW 110th Ct. Miami-Dade County, FL 33157	30-6006-067-0010, 30-6006-067-0015	123 units: 85 - 1BR 38 - 2BR New Construction High-rise Ederly Affordable 30% & 60% AMI	LIHTC - 4%(FHFC) $12,301,177 TAX EXEMPT BONDS - $16,500,000 GOB GRANT - $5,000,000 SURTAX (Miami-Dade County) $6,737,937 HOME (Miami-Dade) $500,000 SAIL (FHFC) $5,362,400	$ 32,667,582	NGBS	PHG Builders, LLC	Start: June 28, 2018 Completion: Oct. 31, 2019
	La Vida at Blue Lagoon	6600 Northwest 7th Street Miami, FL 33126	30-4002-049-0030	272 units: 112 - 1BR 144 - 2BR 16 - 3BR New Construction High-rise Market Rate	Investor Equity - $25,200,000 Construction Loan - $46,500,000	$ 71,700,000	N/A	PHG Builders, LLC	Start: Dec. 15, 2017 Completion: July 23, 2019
	Casanas Village at Frenchtown Square	448 W. Georgia Street Tallahassee, FL 32301	21-3650-004-5080	88 units: 20 - 1BR 53 - 2BR 15 - 3BR New Construction Mid-rise/Family Workforce/Mixed-Income 33% & 60% AMI	LIHTC - 9% (FHFC) $16,608,339 SAIL (FHFC) $2,000,000	$ 20,349,268	NGBS	By Other	Start: Nov. 15, 2016 Completion: Sep. 27, 2018
	LaMadrid Apartments	11320 Manchaca Road Austin, Texas 78748	513532	95 units: 12 - 1BR, 48 - 2BR, 10 - 3BR 25 Townhomes: 6 - 1BR, 5 - 2.5BR, 14 - 3/2.5BR New Construction/Family Garden Style & Townhomes Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $13,380,000 City of Austin (RHDA) $3,300,000	$ 20,400,000	NGBS	By Other	Start: Oct. 31, 2016 Completion: Sep. 21, 2018
	Pinnacle at Hammock Crossings	2212-2218 Hammock Square Drive Lynn Haven, FL 32444	11667-280-007	92 units: 14 - 1BR 60 - 2BR 18 - 3BR New Construction Garden Style/Family Affordable 40% & 60% AMI	LIHTC - 9% (FHFC) $12,252,775 SAIL (FHFC) $2,290,000	$ 16,408,127	FGBC	By Other	Start: Dec. 20, 2016 Completion: July 13, 2018
	Pinnacle Heights	3530 NW 36 St. Miami, FL 33142	01-3128-014-0060, 01-3128-014-0080	109 units: 25 - 1BR 66 - 2BR 18 - 3BR New Construction High-rise/Family Affordable & Market Rate	LIHTC - 9% (FHFC) $28,423,147	$ 31,531,969	NGBS	PHG Builders, LLC	Start: Jul. 25, 2016 Completion: Dec 22, 2017
	Stillhouse Flats	2926 Cedar Knob Road Harker Heights, Texas 76548	470242	96 units: 22 - 1BR 50 - 2BR 24 - 3BR New Construction/Family Garden Style & Townhomes Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $14,180,000 Local Government Contribution $352,000	$ 16,800,000	NGBS	By Other	Start: Mar. 30, 2016 Completion: Dec. 12, 2017
	Oakland Preserve	3600 NE 2 Ave, Oakland Park, FL 33334	494-222-540-010	80 units: 12 - 1BR 48 - 2BR 20 - 3BR New Construction Garden Style Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $14,994,250 HOME (Broward County) $100,000	$ 17,062,517	NGBS	PHG Builders, LLC	Start: July 20, 2016 Completion: Sep. 14, 2017
	Villages at Tarpon	500 S. Walton Avenue Tarpon Springs, FL 34689	12-27-15-89982-049-0400	95 units: 26 - 0BR 69 - 1BR Rehab Garden Style Ederly 40% & 60% AMI	LIHTC - 9% (FHFC) $12,095,990 LCHC Grant (Pinellas County) $500,000	$ 13,805,015	N/A	PHG Builders, LLC	Start: Oct. 2015 Completion: Mar. 29, 2017
	Art at Bratton's Edge	15405 Long Vista Drive Austin, TX 78728	363315	76 units: 16 - 1BR 44 - 2BR 16 - 3BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $11,086,891 Travis County Housing Finance Corporation $122,400	$ 14,300,800	NGBS	By Other	Start: Mar. 1, 2015 Completion: Jan. 5, 2017
	Barron's Branch I & II	817 Colcord Ave Waco, Texas 76707	375102, 375103, 376505, 376506	168 units: 30 - 1BR, 86 - 2BR, 48 - 3BR, 4 - 4BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $20,331,756	$ 16,741,808	NGBS	By Other	Start: Jul. 1, 2014 Completion: March 3, 2016
	Liberty Pass	17321 Lookout RD Schertz, TX 78154	391130	104 units: 12 - 1BR, 62 - 2BR, 26 - 3BR 4 - 4BR New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (FHFC)	$ 19,600,574	NGBS	By Other	Start: March 1, 2015 Completion: March 1, 2016

	Tupelo Vue	525 NW Avenue G Winter Haven, FL 33881	26-28-20-568500-004220	70 units: 16 - 1BR 38 - 2BR 16 - 3BR New Construction Mid-rise/Family Affordable 40% & 60% AMI	LIHTC - 9% (FHFC) $12,200,380	$ 15,000,000	NGBS	PHG Builders, LLC	Start: Jan. 31, 2015 Completion: Mar. 1, 2016
	Brickell View Terrace	117 SW 10th Street Miami, Florida 33130, FL 33130	01-4138-170-0010, 01-4138-170-0050	176 units: 36 - 1BR 100 - 2BR 40 - 3BR New Construction High-rise/Family Affordable & Market Rate 28% & 60% AMI	LIHTC - 9% (FHFC) $25,607,439 SURTAX (Miami-Dade County) $1,825,000 HOME (City of Miami) $2,000,000	$ 31,980,986	LEED Silver	PHG Builders, LLC	Start: July, 2013 Completion: April 12, 2016,
	Summit Parque	12777 Merit Drive Dallas, Texas 75251	007729000C0040000	100 units: 30 - 1BR 49 - 2BR 19 - 3BR New Construction Mid-rise/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $14,870,000	$ 23,900,000	NGBS	By Other	Start: March 1, 2014 Completion: March 1, 2015
	Gibson Plaza	3629 Grand Avenue Coconut Grove, FL 33133	01-4121-007-3850	56 units: 30 - 1BR 26 - 2BR New Construction Mid-rise/Elderly Affordable 30%, 50%, 60% & 80% AMI	Building Better Communities General Obligation Bond (GOB) $8,500,000	$ 14,700,000	N/A	PHG Builders, LLC	Start: June 2013 Completion: March 2015
	Saige Meadows	13488 HWY 69 N. Tyler, TX 75706	150000300000001000	92 units: 22 - 1BR, 44 - 2BR, 26 - 3BR 22 Townhomes: 6 - 2.5BR, 16 - 3/2.5BR New Construction/Family Garden Style/Townhome Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $11,870,348	$ 9,401,010	NGBS	By Other	Start: April 1, 2014 Completion: Jan. 31, 2015
	Pinnacle at Tarpon River	805 SE 3rd Ave Fort Lauderdale, FL 33316	5042-10-28-0860	112 units: 27 - 1BR 65 - 2BR 20 - 3BR New Construction High-rise/Family Affordable 25% & 60% AMI	LIHTC - 9% (FHFC) $27,143,885 Broward County $125,000	$ 31,222,809	LEED Silver	PHG Builders, LLC	Start: Feb. 3, 2014 Completion: April 2015
	East Pointe Place	3501 Dale Street Fort Myers, FL 33916	2417-111-0002-000-10, 18-44-25-P3-03518.0010, 18-44-25-P3-03519.0010	86 units: 10 - 1BR 46 - 2BR 30 - 3BR New Construction Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $15,853,415	$ 17,696,476	LEED Platinum	By Other	Start: Feb. 15, 2013 Completion: Dec. 31, 2013
	Landings at East Pointe	3701 Nelson Tillis Blvd Fort Myers, FL 33916	17-44-25-P4-00300.0100, 17-44-25-P4-00300.0210	126 units: 20 - 1BR, 52 - 2BR, 36 - 3BR 18 - 4BR New Construction/Rehab Garden Style Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $15,777,922	$ 19,702,131	LEED Platinum	By Other	Start: Dec. 19, 2012 Completion: Dec. 31, 2013
	Amberwood Place	411 W Hawkins Pkwy Longview, TX 75605	1173088	78 units: 12 - 1BR, 32 - 2BR, 32 - 3BR, 2 - 4BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $8,740,526	$ 10,000,000	N/A	By Other	Start: Mar. 2012 Completion: May 2014
	La Ventana	2109 Hwy 351 Abilene, TX 79601	986208	84 units: 16 - 1BR, 36 - 2BR, 28 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $6,462,643	$ 9,500,000	N/A	By Other	Start: Mar. 2012 Completion: May 2014
	Amistad Apartments	571 SW 9th Street Miami, FL 33130	30-7904-000-0239	89 units: 44 - 1BR 36 - 2BR 9 - 3BR New Construction High-rise/Homeless Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $18,888,736 HOME (FHFC) $4,450,000 HOME (Miami-Dade County) $1,000,000	$ 24,531,484	N/A	PHG Builders, LLC	Start: Dec. 2012 Completion: Dec. 2013
	Tylor Grand	3702 Rolling Green Drive Abilene, Texas 79606	983076	120 units: 32 - 1BR, 64 - 2BR, 20 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $13,914,133	$ 16,000,000	NGBS	By Other	Start: Mar. 29, 2012 Completion: April 2, 2013
	Kings Terrace	12555 NW 27th Avenue, Miami, FL 33167	30-2127-026-0010	300 units: 40 - 1BR, 156 - 2BR, 72 - 3BR 32 - 4 BR New Construction Garden Style/Family Affordable 50% & 60% AMI	Multifamily Mortgage Revenue Bonds (MMRB) $24,000,000 LIHTC - 4% (FHFC) Neighborhood Stabilization Program (NSP) $17,000,000 HOME (FHFC) $5,000,000	$ 53,405,000	N/A	PHG Builders, LLC	Start: Oct. 7, 2011 Completion: Sep. 26, 2012

	Pinnacle at North Chase	3851 N. Broadway Ave Tyler, TX 75702	150000050012001000	120 units: 32 - 1BR, 64 - 2BR, 20 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable 33%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $12,596,114	$ 14,793,000	N/A	By Other	Start: May 2, 2011 Completion: June 18, 2012
	Pinnacle at Avery Glen	3801 N. Pine Island Road Sunrise, FL 33351	49-4120620010	140 units: 36 - 1BR 68 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 28% & 60% AMI	LIHTC - 9% (FHFC) $17,198,280 Tax Credit Exchange Program (TCEP) $6,190,000 HOME (Broward County) $250,000	$ 26,446,882	FGBC	PHG Builders, LLC	Start: Dec. 2010 Completion: Jan. 2012
	Oak Ridge Estates	343 S. Gross Ave Tarpon Springs, FL 34689	12-27-15-89982-042-0300	62 units: 8 - 1BR 42 - 2BR 12 - 3BR New Construction Townhouses/Garden Family Affordable 30%, 35% & 60% AMI	LIHTC - 9% (FHFC) $7,495,050 Pinellas County Grant Program $600,000 Tax Credit Exchange Program (TCEP) $3,100,000	$ 11,373,000	FGBC	PHG Builders, LLC	Start: Nov. 1, 2010 Completion: Sep. 14, 2011
	Pinnacle at Hammock Square	2200 Hammock Square Drive Lynn Haven, FL 32444	11667-280-006	100 units: 16 - 1BR 60 - 2BR 24 - 3BR New Construction Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $8,133,187	$ 15,700,000	FGBC	By Other	Start: Oct. 14, 2010 Completion: Aug. 31, 2011
	Vista Mar	3606 NW 5th Avenue Miami, FL 33127	01-3124-039-0012	110 units: 11 - 1BR, 64 - 2BR, 35 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $21,765,500 Tax Credit Assistance Program - (TCAP) $2,884,100 HOME - (FHFC) $115,900 SURTAX - (Miami-Dade County) $1,609,336 NSP $733,333	$ 27,800,000	LEED Silver	PHG Builders, LLC	Start: May 14, 2010 Completion: Aug. 25, 2011
	Pinnacle at Mariner's Village	18400 28th Street Long Beach, MS 39560	0610O-01-011.001, 0610K-01-001.004	108 units: 18 - 1BR 54 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable & Market Rate 80% & 120% AMI	CDBG Disaster Recovery (Mississippi Development Authority) $7,020,000	$ 12,900,000	N/A	By Other	Start: Aug. 4, 2010 Completion: July 29, 2011
	Orchid Grove	750 NW 8th Street Florida City, FL 33035	16-7824-004-0290	80 units: 8 - 1BR, 32 - 2BR, 24 - 3BR 16 - 4BR New Construction Garden Style Family Affordable 33%, 40% & 60% AMI	Tax Credit Exchange Program (TCEP) $12,674,248 Tax Credit Assistance Program (TCAP) $3,430,567 HOME (FHFC) $115,900	$ 16,600,000	FGBC	PHG Builders, LLC	Start: April 30, 2010 Completion: Feb. 11, 2011
	Cypress Cove	930 5th Street Winter Haven, FL 33881	262817-000000-013010	80 units: 12 - 1BR, 40 - 2BR, 24 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable 40% & 60% AMI	Tax Credit Exchange Program (TCEP) $10,242,500 Tax Credit Assistance Program (TCAP) $2,995,167 HOME (FHFC) $130,000	$ 14,500,000	FGBC	PHG Builders, LLC	Start: April 14, 2010 Completion: Dec. 23, 2010
	Camacol Tower	1401 W. Flagler Street Miami, FL 33135	01-4102-087-0010	100 units: 54 - 1BR 45 - 2BR 1 - 3BR New Construction High-rise/Ederly Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $21,382,212 SURTAX (Miami-Dade County) $4,972,134	$ 28,538,441	N/A	PHG Builders, Inc.	Start: Dec. 30, 2008 Completion: Mar. 5, 2010
	Pinnacle Plaza	3650 NW 36th St. Miami, FL 33142	01-3128-014-1830	132 units: 23 - 1BR 96 - 2BR 13 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $23,852,068 SURTAX (Miami-Dade County) $6,209,529 HOME (City of Miami) $949,938	$ 34,641,291	N/A	PHG Builders, Inc.	Start: June 19, 2008 Completion: Sep. 11, 2009
	Pinnacle Place	5600 NE 4th Ave Miami, FL 33138	01-3113-065-0330	137 units: 37 - 1BR 80 - 2BR 20 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $24,043,220 SURTAX (Miami-Dade County) $5,671,004	$ 33,794,212	N/A	By Other	Start: Aug. 16, 2007 Completion: Aug. 6, 2009
	Golden Square	1415 NW 18th Drive Pompano Beach, FL 33069	4842 34 18 0030	182 units: 10 - 1BR, 86 - 2BR, 74 - 3BR 12 - 4BR New Construction Garden Style/Family Affordable 30%, 35% & 60% AMI	LIHTC - 9% (FHFC) $20,939,000 CDBG Disaster Recovery (City of Pompano Beach) $610,703 Affordable Housing Program (Broward County) $125,000	$ 28,000,000	N/A	By Other	Start: April 2008 Completion: Oct. 2009
	Golden Villas	1325 NW 18th Drive Pompano Beach, FL 33069	4842 34 18 0031	120 units: 40 - 1BR 56 - 2BR 24 - 3BR New Construction Garden Style/Family Affordable 25%, 30% & 60% AMI	LIHTC - 4% (FHFC) $11,000,000 Rental Recovery Loan Program (FHFC) $11,474,872 Affordable Housing Program (Broward County) $250,000	$ 20,800,000	N/A	By Other	Start: April 2008 Completion: Oct. 2009

	Postmaster Apartments	8800 SW 8th St. Miami, FL 33174	30-4009-004-0200	55 units: 48 - 1BR 7 - 2BR New Construction Mid-rise/Elderly Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $4,546,205 SURTAX (Miami-Dade County) $5,000,000	$ 9,796,686	N/A	PHG Builders, Inc.	Start: Mar. 31, 2008 Completion: Mar. 31, 2009
	Friendship Tower	1551 NW 36th Street Miami, FL 33142	01-3123-019-0120	92 units: 54 - 1BR 38 - 2BR New Construction High-rise/Elderly Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $22,399,760 Rental Recovery Loan Program (FHFC) $5,024,813	$ 27,977,667	N/A	PHG Builders, Inc.	Start: Dec. 14, 2007 Completion: April 10, 2009
	Pinnacle at Magnolia Pointe	1240 Parklane Dr. McComb, MS 39648	582871-F, 582871-FA	108 units: 12 - 1BR 60 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 50% & 60% AMI	LIHTC - 9% (FHFC) $14,293,662	$ 16,691,000	N/A	By Other	Start: Oct. 26, 2007 Completion: Dec. 8, 2008
	Highland Gardens	333-335 NE 48th Street Deerfield Beach, FL 33064	4842 12 30 0020, 4842 12 30 0010	100 units: 65 - 1BR 35 - 2BR Rehab/Garden Style Ederly/Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $14,398,560	$ 17,000,000	N/A	PHG Builders, Inc.	Start: Oct. 2007 Completion: Nov. 26, 2008
	Pinnacle Square	8300 NE 1 Place Miami, FL 33138	01-3112-008-0160	110 units: 38 - 1BR 52 - 2BR 20 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $22,729,733 SURTAX (Miami-Dade County) $3,178,496 Affordable Housing Trust Funds (City of Miami) $943,498	$ 28,336,499	N/A	By Other	Start: July 9, 2007 Completion: Jan. 23, 2009
	Live Oak Villas II	919 S. 25th Street Fort Pierce, FL 34947	2417-111-0002-000-1	80 units: 17 - 1BR 24 - 2BR 39 - 3BR New Construction Garden Style/Family Affordable 35% & 60% AMI	LIHTC - 9% (FHFC) $11,449,205	$ 14,000,000	N/A	PHG Builders, Inc.	Start: Jan. 29, 2007 Completion: Dec. 28, 2007
	Pinnacle Park	7901 NW 7th Ave Miami, FL 33150	01-3112-099-0010	135 units: 23 - 1BR 101 - 2BR 11 - 3BR New Construction High-rise/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $23,782,646 SURTAX (Miami-Dade County) $2,448,608 HOME (City of Miami) $674,000	$ 31,154,529	N/A	PHG Builders, Inc.	Start: Aug. 30, 2006 Completion: June 12, 2008
	Goodbread Hills	950 Edgehill Circle, Tallahassee, FL 32303	21-25-20-981-0000	93 units: 9 - 1BR, 48 - 2BR, 18 - 2/2.5BR, 18 - 3/2.5BR New Construction Townhouses/Family Affordable & Market Rate 30% & 60% AMI	LIHTC - 9% (FHFC) $10,096,990 Community Redevelopment Agency Grant (City of Tallahassee) $925,000	$ 13,600,000	N/A	By Other	Start: July 3, 2006 Completion: Aug. 16, 2007
	Crystal Lakes	2900 N. 24th Ave Hollywood, FL 33020	5142-04-19-0010, 5142-04-01-4490	190 units: 18 - 1BR, 96 - 2BR, 60 - 3BR 16 - 4BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $17,376,000 State Housing Initiative Program (SHIP) $371,550 HOME (Broward County) $250,000 HOME (City of Hollywood) $500,000	$ 28,200,000	N/A	By Other	Start: Dec. 29, 2006 Completion: Jan. 2008
	Corinthian	7725 NW 22nd Avenue Miami, FL 33147	30-3110-077-0010	126 units: 27 - 1BR, 61 - 2BR, 35 - 3BR 3 - 4BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC- 9% (FHFC) $10,393,961 SURTAX (Miami-Dade County) $5,400,000	$ 20,157,233	N/A	PHG Builders, Inc.	Start: Feb. 6, 2006 Completion: July 2007
	Los Suenos	500 NW 36th ST. Miami, FL 33127	01-3125-021-0050	179 units: 18 - 1BR 112 - 2BR 49 - 3BR New Construction High-rise/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $20,540,346 HOME (City of Miami) $1,990,000 SURTAX (Miami-Dade County) $4,500,000	$ 33,708,902	N/A	PHG Builders, Inc.	Start: July 22, 2005 Completion: July 2007
	Pinnacle at Hammock Place	2909 Minnesota Ave Panama City, FL 32444	11801-005-010	132 units: 24 - 1BR 72 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $6,760,777	$ 11,300,000	N/a	PHG Builders, Inc.	Start: July 19, 2004 Completion: June 2005
	Live Oak Villas	919 S. 25th Street Fort Pierce, FL 34947	2417-111-0002-000-1	104 units: 12 - 1BR, 12 - 2BR, 64 - 3BR 16 - 4BR New Construction Garden Style Family/Farmworker Affordable 50% & 60% AMI	LIHTC - 9% (FHFC) $7,295,173 State Housing Initiative Program (SHIP) $75,000	$ 11,000,000	N/A	PHG Builders, Inc.	Start: May 18, 2004 Completion: Mar. 2005

	Pinnacle at Abbey Park	1921 Abbey Road West Palm Beach, FL 33415	00-42-44-11-35-003-0000	160 units: 112 - 2BR 48 - 3BR New Construction Garden Style Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $3,610,787 Multifamily Mortgage Revenue Bonds (MMRB) $10,950,000	$ 16,090,983	N/A	By Other	Start: Mar. 17, 2003 Completion: June 2004
	Pinnacle Pines	501 Live Oak Ave Haines City, FL 33844	27-27-29-778600-000011	156 units: 48 - 1BR 72 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $9,358,992	$ 13,800,000	N/A	By Other	Start: Feb. 23, 2005 Completion: Jan. 2006
	Pinnacle Village	801 N. Powerline Road Pompano Beach, FL 33069	4842-33-54-0010	148 units: 9 - 1BR 95 - 2BR 44 - 3BR New Construction Townhomes/Family Affordable 60% AMI	LIHTC- 4% (FHFC) $6,678,562 Multifamily Mortgage Revenue Bonds (MMRB) $9,200,000	$ 15,800,000	N/A	PHG Builders, Inc.	Start: July 17, 2003 Completion: Dec. 2005
	Pinnacle Grove	1810 Woodland Circle Vero Beach, FL 32967	49979	234 units: 78 - 1BR, 108 - 2BR 48 - 3BR New Construction Garden Style/Family Affordable 50% & 60% AMI	LIHTC - 9% (FHFC) $5,736,222 HOME $3,000,000 Tax Exempt Bonds $8,350,000 Good Faith Deposit $91,000	$ 18,030,657	N/A	By Other	Start: Jan. 2003 Completion: Dec. 2003
	Pinnacle Pointe	13301 Amber Lake Blvd. Orlando, Florida 32824	25-24-29-0000-00-011	268 units: 60 - 1BR, 88 - 2BR, 80 - 3BR 40 - 4BR New Construction Garden Style/Family Affordable 60% AMI	LIHTC - 9% (FHFC) $5,599,730 Tax Exempt Bonds $15,815,000 SAIL $2,000,000	$ 22,772,306	N/A	By Other	Start: July 2003 Completion: July 2004
	Old Cutler Village		30-6017-021-0010	288 units: 32 - 1BR, 160 - 2BR 64 - 3/2BR 32 - 4/2BR New Construction Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $13,526,959 1st Mortgage (Fannie Mae) $10,900,000 HOME (Miami-Dade) $2,005,000 SURTAX (Miami-Dade) $1,250,000	$ 27,913,748	N/A	By Other	Start: Aug. 15, 2002 Completion: Nov. 2003
	Pinnacle Palms	601 Executive Center Drive West Palm Beach, FL 33401	74-43-43-20-01-006-0010	152 units: 76 - 1BR 76 - 2BR New Construction Mid-rise/Elderly Affordable 25% & 60% AMI	LIHTC - 9% (FHFC) $3,389,901 SAIL $1,579,000 Tax Exempt Bonds $8,500,000	$ 16,417,890	N/A	By Other	Start: May 2001 Completion: February 2003
	Pinnacle Lakes	18701 NE 3 CT. Miami, FL 33179	30-2206-000-0110	226 units: 38 - 1BR, 142 - 2BR, 39 - 3BR 7 - 4BR New Construction Garden Style/Family Affordable 60% AMI	LIHTC - 9% (FHFC) $4,453,391 Tax Exempt Bonds (Miami-Dade) $8,650,000 SURTAX (Miami-Dade County) $750,000	$ 16,014,681	N/A	By Other	Start: Feb. 2002 Completion: Feb. 2003
	Rayos del Sol	185 NW 13th Ave. Miami, FL 33128	01-4102-005-9300	199 units: 139 - 2BR 60 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $11,989,623 1st Mortgage (Fannie Mae) $6,900,000 SAIL Loan $2,000,000 SURTAX (Dade County) $1,750,000	$ 23,434,276	N/A	By Other	Start: June 2001 Completion: Mar. 2003
	Pinnacle Cove	525 Pinnacle Cove Boulevard Orlando, Florida 32824	25-24-29-5561-00-030	420 units: 36 - 1BR, 216 - 2BR, 144 - 3BR 24 - 4BR New Construction Garden Style/Family Affordable 28% & 60% AMI	LIHTC - 9% (FHFC) $15,360,553 1st Mortage (Conv.) $16,950,000	$ 33,481,792	N/A	By Other	Start: June 2001 Completion: March 2002
	Pinnacle View	225 NE 23rd St. Miami, FL 33137	01-3230-064-0010	186 units: 130 - 2BR 56 - 3/2BR New Construction High-rise/Family Affordable 40%, 50% & 60% AMI	LIHTC - 9% (FHFC) $11,597,986 1st Mortgage (Fannie Mae) $4,900,000 SAIL Loan $1,750,000 HOME (City & County of Miami-Dade) $1,000,000 SURTAX (Dade County) $1,928,973	$ 21,270,694	N/A	By Other	Start: June 2000 Completion: Dec. 2001
	Hidden Grove	27085 SW 138 CT Miami, FL 33032	30-6934-019-0580	222 units: 130 - 2BR 92 - 3BR Garden Style 57 Res Bldgs – 1 CH Multi-Family Affordable	LIHTC - 9% (FHFC) $6,901,633 Tax Exempt Bonds - $9,225,000 HOME Grant (Dade County) - $600,000 GMN/SDRC Sub LOAN - $310,000	$ 19,064,862	N/A	By Other	Start: 2000 Completion: 2003
	Douglas Pointe	3800 NW 183 ST Miami, FL 33055	34-2108-022-0010	176 units: 72 - 2BR 104 – 3BR Garden Style 8 Res Bldg – 1 CH Multi-family Affordable	LIHTC - 9% (FHFC) SAIL LOAN	$ 14,700,000	N/A	By Other	Start: 1999 Completion: Sep. 2001

	Tequesta Knoll	1629 NW 14th Street Miami, FL 33125	01-3135-032-0340	100 units: 9 stories High-rise	LIHTC- 9% (FHFC) Tax Exempt Bonds	$ 15,000,000	N/A	By Other	Start: 1998 Completion: 2000

ZYSCOVICH EXPERIENCE



WESTGATE VILLAGE *WEST PALM BEACH, FL*

The Westgate village is intended by the owners in the community for the revitalization of Westgate Blvd. The 100 unit apartment facility includes first level office, retail, and apartment amenities for the budding urban landscape. Westgates dynamic modern style is intended to be an uplifting experience for the residence and the community alike. this is a prime example of Zyscovich creation of people places.



ONE NORTH LAKE *PAHOKEE, FL*

This 100 unit workforce housing project has two living unit types in a 4 story product with amenities both on the ground floor and the roof top. The parking ratio of 1.2 spaces per unit. The project is located in downtown Pahokee and will be the first new building in the revitalization in this small historc Florida town. The area is designated an opportunity zone and our client sees it as such. They have purchased much of downtown and will be looking to Zyscovich to either rehabilitate the existing structures or infill new. We are currently in the Design Development Phase.



VOLUSIA MULTI-FAMILY HOUSING *DAYTONA BEACH, FL*

The Volusia Multi-Family Housing is designed on the Macy's store site at the Volusia Mall across from the Daytona International Speedway. It is a family-oriented facility with one-, two- and three-bedroom apartment facilities. The synergy between the apartments, the Volusia Mall and the Speedway will contribute to the success of all three. This is a innovative redevelopment for a community in need of excellent housing and takes advantage of underutilized retail facilities. The Facility has 352 living units and all surface parking. Other amenities include passive courtyards and active courtyard with swimming and other recreational facilities. The residents will have the benefit of a dog spa, dog recreation area, libraries, meeting rooms, and luxurious community gathering areas. There have been numerous challenges with the site development not limited to relocation of major underground utilities and demolition of the aging department store. The City of Daytona Beach is welcoming the facility and glad to see the revitalization of one of the city's retail cores.

VIBE QUADRANGLE STUDENT HOUSING DEVELOPMENT *ORLANDO, FL*

Vibe is the newest off campus living environment designed specifically for a wide range of lifestyles of the University of Central Florida Student. Located within convenient walking or bicycle distance from the University, it offers all the current living, study, and recreational opportunities for the UCF student.



Apartments types include 4 bedroom/ 4 bathroom, 3 bedrooms/ 3 bathroom, 2 bedroom/ 2 bathroom, 1 bedroom/ 1 bathroom, and studio units. The living units include full size balconies or Juliette balconies overlooking the site. The 4-story property includes 374 Living units and over 600 parking spaces for almost a 2:1 parking ratio including surface and structured parking. There are multiple recreational amenities not limited to an active courtyard with swimming and sports, passive courtyards for relaxation, pickleball, a fully outfitted fitness center, coffee and refreshment bars, large screen television, pool, table tennis, and socializing spaces. Study halls are located on all floors for group study and smaller carrels for one or two individuals.



FSU PANAMA CITY CAMPUS P3 STUDENT HOUSING DEVELOPMENT *PANAMA CITY, FL*

The new residence hall at Florida State University Panama City (FSUPC) campus will provide a welcoming, comfortable, and safe environment for students to call home. The residence hall will be all apartment-style housing containing a total of 125 units with 380 beds. This new development will create a new hub of student housing on campus by making strong pedestrian and bike connections to the existing classroom building, recreation areas and the dining center.



PINEDA VILLAGE HOUSING DEVELOPMENT RENOVATIONS *COCOA, FL*

Pineda Village comprises four communities named ABC, Barlow, Fern, and School. The intent of the renovations is to create more desirable living units with higher energy-efficiency and modern appliances to better serve residents. Several of the living units and the community building are being upgraded to meet Fair Housing and ADA requirements. To the greatest degree possible, all of the living units have "visitable" or "universal design" features. Renovations to the 144 affordable living units and associated site work includes new roofing, upgraded attic insulation and ventilation, new energy-efficient, double-glazed low-e windows, repainting of all buildings on the interior and exterior, new exterior and interior doors, new or refurbished VCT and terrazzo flooring, new cabinetry, new water-conserving plumbing fixtures, new energy efficient air-conditioning systems including ducting in the conditioned envelope of the living unit, new or upgraded electrical services, panels and breakers, upgraded site work and the community center. Site upgrades include the replacement of problematic sanitary lines, eliminating accessibility barriers, repairing existing walks, drives, and associated exterior improvements.

RURAL NEIGHBORHOODS EXPERIENCE

Rural Neighborhoods Prior Experience Chart					
Project Name	**Location**	**Project Type**	**# of Units**	**Funding**	**Year Completed**
Casa Amigos	Collier County	Garden	96	FHFC + FHLB	Construction
Deer Creek Senior Housing	Alachua	Mid-Rise	62	LIHTC + CDFI	Construction
Cannery Row	Miami-Dade	Mid-Rise	112	LIHTC+ Citibank	Construction
Casa OMICA	Miami-Dade	Garden	128	FHFC SAIL	2021
Tradewinds Hammocks	Monroe	Garden	66	LISC + LIHTC + MCLA	2019
Pollywog Creek Senior	Hendry	Garden	29	HUD 202	2018
Hatchers Preserve	Collier	Single-Family	18	HOME	2017
Timber Ridge Sanders Pines	Collier	Garden/Single-Family	75	LIHTC + HOME+SHIP	2016
Esperanza Place	Collier	Garden	48	FHFC SAIL + USDA	2016
Scattered Site	Collier	Single-Family	5	HOME	2014-2017
Everglades Migrant Housing	Miami-Dade	Townhomes	30	FHFC SAIL + USDA	2012
Cypress Cove	Polk	Garden	80	LIHTC + HOME	2011
Orchid Grove	Miami-Dade	Garden	80	LIHTC + HOME	2011
Pollywog Creek Commons	Hendry	Garden	40	FHFC SAIL + USDA	2011
Pollywog Creek Commons II	Hendry	Garden	24	FHFC SAIL + USDA	2011
Manatee Village 4	Hillsborough	Garden	27	FHFC SAIL + USDA	2010
Eden Gardens II	Collier	Garden/Townhomes	37	FHFC SAIL + USDA	2009
Everglades Supportive	Collier	Single-Family	4	FHFC + HOME + CDBG	2009
Eden Gardens Apartments	Collier	Garden/Townhomes	51	LIHTC + USDA	2009
Oaks at Shannon's Crossing	Okeechobee	Townhomes	100	LIHTC + USDA	2008
Casa Cesar Chavez	Miami-Dade	Garden	144	FHFC SAIL + FHLB	2007
Live Oak Villas II	Saint Lucie	Garden	80	LIHTC + FHFC SAIL	2007
Everglades RRH	Miami-Dade	Townhomes	15	USDA	2006
Live Oak Villas	Saint Lucie	Garden	104	LIHTC	2005
Manatee Village	Hillsborough	Garden	62	USDA	2005
Manatee Village SRO	Hillsborough	Garden	128	DCA + USDA	2005
Main Street Village	Collier	Garden	79	FHFC HOME + USDA	2003
Everglades Village	Miami-Dade	SF, Duplex Townhome	466	USDA	1996
			2190		
Homestead Housing Authority	Miami-Dade	Garden	40	USDA	2006
Diocese of St. Petersburg	Hillsborough	Garden	80	DCA + USDA	2005
			2,310		

KEITH EXPERIENCE

Client:
Pinnacle Communities LLC
Timothy Wheat, Partner
305-854-7100, twheat@pinnaclehousing.com



Project Description:
KEITH is assisting the Client in developing a KEITH Life project including two 3-story residential buildings containing 112 units, live/work loft units, community amenities, surface parking, and office space on the approximately 3-acre site. KEITH provides services to the Client including civil engineering, planning, survey/ SUE, traffic engineering, landscape architecture, utility coordination, and construction program management. The KEITH Team is assisting the Client in boundary and topographic survey, tree survey, utility location, platting, horizontal designation and location services, SUE conditions and understandings, project planning and design coordination, civil engineering design, schematic design, FEMA Letter of Map Amendment, engineering permitting with City of Riviera Beach Engineering and Fire Rescue, Palm Beach County Health Department, South Florida Water Management District, and FDOT, FDOT landscape permitting, traffic impact study, site lighting and photometric plan, final engineering construction documents including paving, grading, and drainage, pavement markings and signing, and water distribution, sanitary sewer, and erosion control plans, construction observations, inspections, and certifications. The completed project will provide much needed access to accommodation for residents within the community.

Client:
BH3 MANAGEMENT LLC
Charles Carreno
954-416-3140, ccarreno@bh3llc.com



Project Description:
KEITH provided professional services for a mixed-use development project in Delray Beach. The project is a multi-story campus with a blend of residential, office, and retail space including a grocery and liquor store. Additionally, the site includes a multi-level parking facility and a unique multi-level public space. The project is located on parcels assembled by the City of Delray beach Community Redevelopment Agency (CRA) and spans three city blocks. KEITH provided planning, civil engineering, traffic engineering and landscape architectural design.

Client:
Seminole Tribe of Florida
Cecilio Collado, Senior Project Manager
954.894.1060, ceciliocollado@semtribe.com



Project Description:
KEITH is assisting the Client in developing a KEITH Play project that includes a community play-space on the Fort Pierce Reservation of the Seminole Tribe. KEITH provides services to the Client including civil engineering, landscape architecture, and construction program management. The KEITH Team assisted the Client in planning due diligence, design build assistance, updated final engineering documents, engineering permitting, landscape conceptual design, design development, and landscape construction documents, cost estimating, bidding assistance, construction observation for civil, landscape, and MEP for light/water feature. The successfully completed project will provide an inspirational space for recreation, learning, and growth for residents and guests of the community.

Client:
Affiliated Development
Kemissa Colin, Vice President of Development
954-588-5915, kcolin@affiliateddevelopment.com



Project Description:
KEITH is assisting the Client in developing a KEITH Life mixed-use project that includes an 8-story building containing approximately 264 residential units, amenities, offices, retail, restaurant, and a parking garage structure. KEITH provides civil engineering and construction program management services to the Client. The KEITH Team is assisting the Client in civil engineering design, including design, and permitting, construction administration, and close-out. KEITH identified City of Boynton Beach CRA, City of Boynton Beach Engineering Division, City of Boynton Beach Utilities, SFWMD, Boynton Beach Fire Rescue, Palm Beach County Health Department, and FDOT as agencies requiring coordination, submittals, and permitting. The KEITH Team will be involved in and provide support for the project's Value Engineering efforts. Through careful coordination the project is becoming a safe, attractive addition to the housing needs of the community.

ABNEY AND ABNEY EXPERIENCE

Hammock Square: 100 Low-Rise Units (Affordable Housing) – Lynn Haven, Florida

- Client: Pinnacle Housing Group
- Certified: Florida Green Building Coalition Bronze

Hammock Ridge: 104 Low-Rise Units (Affordable Housing) – Spring Hill, Florida

- Client: Housing Trust Group
- Certified: National Green Building Standard Bronze

Hammock Ridge II: 92 Low-Rise Units (Affordable Housing) – Spring Hill, Florida

- Client: Housing Trust Group
- Certified: National Green Building Standard Bronze Certification

Hampton Village: 100 Mid-Rise Units (Affordable Housing) – Miami, Florida

- Client: Landmark Development Corp.
- Certified: National Green Building Standard Silver

Hamptons at Palm Beach Gardens: 222 Low-Rise Units – Palm Beach Gardens, Florida

- Client: ZOM Florida
- Certified: Florida Green Building Coalition Bronze

Indigo Station: 226 Mid-Rise Units – Deerfield Beach, Florida

- Client: Ram Reality Services
- Certified: National Green Building Standard Silver

Keys Crossing: 103 Mid-Rise Units (Affordable Housing) – Naranja, Florida

- Client: Landmark Development Corp.
- Certified: National Green Building Standard Silver

Las Olas Walk: 465 Mid-Rise Units – Fort Lauderdale, Florida

- Client: ZOM Florida
- Certified: National Green Building Standard Silver Certification

Luna Trials: 86 Low-Rise Units (Affordable Housing) – Titusville, Florida

- Client: Housing Trust Group
- Certified: National Green Building Standard Bronze Certification

Maizon: 262 High-Rise Units – Miami, Florida

- Client: ZOM Florida
- Certified: National Green Building Standard Silver

TERRACON EXPERIENCE

LJA RAIL BRIDGE REPLACEMENT,
ST. JOHNS COUNTY, FL

This project consisted of the replacement of a railway bridge over the San Sebastian River in St. Augustine Florida. Terracon's scope of services included a wetland delineation and listed threatened and endangered species survey; an archaeological and historical preservation survey, regulatory agency coordination and permitting with the St. Johns River Water Management District and permitting with the United States Army Corps of Engineers.

The wetland permits obtains from SJRWMD and USACE required the design and construction of a salt marsh mitigation area which is currently constructed and is being monitored by Terracon at scheduled intervals. No impacts to listed threatened or endangered species were anticipated as part of the project.

The cultural resources assessment survey (CRAS) identified twelve historic properties: two archaeological sites, one historic district, five historic structures, one bridge, and three resource groups within the area of potential affect.

The results of all Terracon's assessments and regulatory agency coordination resulted in all permits being issued without need for further assessment. The project was completed on time and on budget.

SOUTH FORK HIGH SCHOOL
STUART, MARTIN COUNTY, FL

The site is comprised of a ±60.06-acre portion of a 147.00 ±acres of land located west of Interstate 95 in Stuart, Florida.

A Natural Resources Assessment dated September 22, 2022, was completed at the site by Terracon, which identified multiple wetland and surface water systems across the site. In total, Terracon identified roughly ±1.78 acres of wetland and ±1.38 acres of surface waters during our assessment. In addition to identifying these wetland and surface water systems, Terracon also performed a functional assessment utilizing the Uniform Mitigation Assessment Methodology (UMAM) on each individual system. We then identified several mitigation options that included, but not limited to, credit purchase, onsite preservation, onsite enhancement, and wetland creation.

Terracon also assisted the Martin County School Board to remove a portion of their conservation easement and place it over another portion of their property. This process involved detailed analysis on the existing conservation easement to ensure that there was no net loss of wetland function within the easement. As part of this easement shift, Terracon developed a wetland creation area on the property adjacent to the current wetland system.

In addition to our field assessments, Terracon also provided this client with several different development options that limited impacts to all wetland/surface water and listed species habitats on site. Terracon was able to assist the client in determining which path forward was the most appropriate in terms of timelines, pricing, and the most practical design for the conservation easement areas.

ATC WATERTOWN

MIAMI GARDENS, MIAMI-DADE COUNTY, FL

The site is composed of two parcels together totaling ±82.01 acres, located at 1255 NW 210 ST, Miami Gardens, Florida.

An environmental planning assessment dated April 26, 2022, was conducted on the site, which included a wetland delineation, listed species habitat assessment, and functional assessment which identified multiple large wetland and surface water systems across the site. In total, Terracon identified and delineated ±28.88 acres of wetland and ±12.08 acres of surface waters during our assessment. In addition to identifying these wetland and surface water systems, Terracon also performed a functional assessment utilizing the UMAM on each individual system. We then identified several mitigation options that included, but not limited to, credit purchase, onsite preservation, onsite enhancement, and wetland creation.

In addition to the environmental planning assessment, Terracon consulted with U.S. Fish and Wildlife Service under section 7 of the Endangered Species Act to determine the effects of the project on wood storks, and Everglade snail kites. Terracon also explored mitigation options and determined the cost and feasibility of onsite wetland preservation and enhancement as a mitigation strategy, due to the scarcity of wetland mitigation credits available within the area. Furthermore, we were able to leverage our relationships with the last mitigation bank which had credits to obtain the necessary number of credits for site development.

In addition to our field assessments, Terracon also provided this client with several different development options that limited impacts to all wetland/surface water and listed species habitats on site. Terracon was able to assist the client in determining which path forward was the most appropriate in terms of timelines, pricing, and the most practical development site plan.

DEVELOPMENT VISION AND APPROACH

DEVELOPMENT VISION AND APPROACH

EXISTING CONDITIONS

The Pinnacle team conducted site evaluations of Moore's Creek to assess its physical characteristics and relationship to the surrounding area. These visits took place during the work week and within work hours. Photos are included in this analysis for reference.

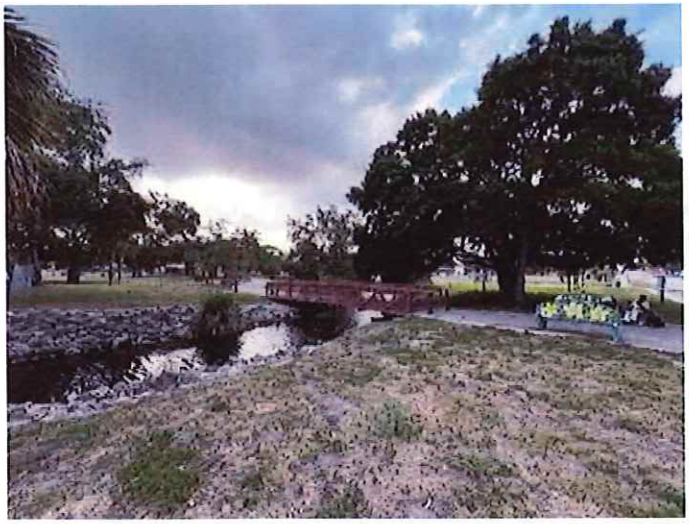
It was noted that the government building parking lot was nearly empty, with only two government vehicles present. The surrounding streets and two-lane roadway lacked "Complete Streets" features and amenities. However, the bridge and a decorative bench are in good condition, and garbage pails and mature trees provide shade. Despite these features, the site lacked the cohesion needed to regularly attract residents and visitors for civic, social, and business gatherings. The area is characterized by an array of vacant properties, infill opportunities, and underutilized structures.

A police cruiser was observed at the Fort Pierce Bus Terminal, which was attended by local law enforcement. The bus terminal was experiencing low ridership at that time. Additionally, the Community Services building at the intersectional corner of Avenue D had few activities. Public safety is crucial, and the St. Lucie County Fire Station 15's location is advantageous, especially considering that Avenue D is well-suited for street festivals, parades, farmer's markets, and art and cultural events. Indeed, a banner advertised the Freedom Celebration on May 18th from 10:00 am to 4:00 pm at Moore's Creek Linear Park.

The surrounding neighborhood primarily consists of low-density residential areas marked by economic deprivation and a lack of curb appeal. Observed children playing and biking through the neighborhood, one can envision the potential for future improvement. However, the current conditions, if unchanged, may hinder the children's prosperity.

Moore's Creek canal is serene, and the sound of the water while walking across the bridge is soothing and provides a serene backdrop for a potential urban oasis. The rock barriers on both sides of the canal provide safety for visitors and protect the environment from erosion. Additionally, Moore's Creek is vital to the local and regional ecosystems, flowing from west to east, extending from the Florida Turnpike to the bay and the Atlantic Ocean.

The proposed development by Pinnacle and the Development Team aims to honor Fort Pierce's African-American history, revitalize the neighborhood, enhance the art and public spaces designed to spark a sense of belonging and pride, boost the local economy, and set Moore's Creek on a path to success.

















VISION AND APPROACH OVERVIEW

Pinnacle's development plan for the Moore's Creek Redevelopment envisions a harmonious blend of timeless architecture, remembrances of Lincoln Park's unique history, economic vitality, and community engagement. This development aims to seamlessly integrate residents, visitors, and businesses while fostering a sense of pride, economic growth, and cultural celebration.

This Moore's Creeks development draws inspiration from early Florida vernacular colonial styles, offering three residential structures with a maximum of five floors. The design reflects the neighborhood's existing charm, with ample windows maximizing natural light and light-colored finishes ensuring year-round comfort. The simplicity and timelessness of the design utilize top-quality materials to withstand Florida's weather, ensuring longevity and resilience.

Our team is committed to creating a positive economic impact. The project will generate numerous construction and permanent jobs, attracting locals and visitors to patronize a beautified Moore's Creek. The successful live-work spaces created by Pinnacle in the past have proven beneficial for businesses of all sizes.

The orientation of the structures promote walkability, safety, and a pleasant neighborhood atmosphere. Adequate lighting in the parking lot enhances public safety, contributing to a secure environment for residents and visitors alike. The proposed plan thoughtfully considers the existing Fort Pierce Redevelopment Agency plan and current resident behavior, particularly walkability, connectivity, and mobility. Observing that residents on 8th Street are making optimal use of on-street parking, Pinnacle is incorporating recommendations from the FPRA to introduce on-street parking. This addresses resident preferences and aligns with safety measures for pedestrians, cyclists, and micro-mobility, serving as a traffic-calming mechanism that enhances the experience for residents and visitors utilizing the open space. 8th Street, spanning 30 feet from curb to curb, is a focal point in this mobility-focused approach. However, it's essential to note that while this development proposal considers mobility aspects, the projected development cost does not encompass roadway improvements.

Strategically, the largest parking area is intentionally situated near the terminal hub, which also contains the greatest residential density. This serves multiple purposes, offering additional parking for residents and visitors and potential overflow parking during special events. Lastly, the proposal identifies an opportunity for future development intensity on Avenue D, indicating a forward-thinking approach to accommodate potential growth and evolving community needs.

PROGRAM DETAILS

Pinnacle proposes to retain control over the development throughout its lifecycle with a 99-year lease with the City of Fort Pierce, Fort Pierce CRA, and St. Lucie County for its respective parcels that comprise the development. Pinnacle will also maintain the open space set aside for the history trail along Moore's Creek and the proposed small amphitheater.

Pinnacle's goal is to ensure ample parking for residents while extending the opportunity for visitors to park on-site when accessing the open space. In the interest of public safety, St. Lucie County Fire Station 15 could potentially utilize the parking lot for fire rescue social events and training. Pinnacle firmly believes that these harmonious special uses will enhance the development and contribute to the benefit of the community as a whole.

The development offers a diverse housing stock with two phases totaling 157 affordable units: one phase serving a general population with 85 units and another phase for seniors age 62+ totaling 72 units and four market-rate live/work units. Both the unit mix and income set-asides will be market-tested to ensure it meets local demand and demographics. The development targets the 30% to 70% range of area median income, providing a variety of affordability options for the community. The scattered lots, totaling 4.97 acres, aligns seamlessly with Pinnacle's extensive experience in effectively developing scattered sites. Even with this development intensity, open space is provided along Moore's Creek, contributing to the aesthetic, entertainment and recreational aspects of the development.

On North 8th Street, an additional 0.68 acres could house the Community Resource/Family Success Center (the "Center") offices. While we cannot leverage the entire capital cost of constructing such a Center to meet the needs of the community through the execution of our housing development strategy, we can offer as follows:

1) Capital lease payment of $10,000 for each residential unit that could be programmed to construct the Center;
2) Ability to enter into an agreement with the public stakeholders for a separate "design/build" agreement to construct this space if the public stakeholders can identify the specific resources necessary to build the Center;
3) Working with the public stakeholders to secure New Markets Tax Credits or other resources to provide necessary revenue.

This approach not only enhances the functionality of the development but also demonstrates Pinnacle's commitment to effectively accommodating the community's needs.

The development goes beyond providing housing; it envisions a linear park along Moore's Creek featuring an art and fitness history walk. We are committed to celebrating the rich cultural heritage of Fort Pierce by placing local historical and cultural art pieces along the path. The proposed bridge over Moore's Creek connects both sides, enhancing connectivity and providing a scenic backdrop for the community. We also propose a small amphitheater (seating +/- 100 persons) suitable for lectures and performances at a small scale for residents and the broader community to further learn and grow.

Moore's Creek Development is not just a housing project; it's a vision for a vibrant, economically thriving, and culturally rich community. Pinnacle aims to set a benchmark in architectural design, community engagement, and economic development, making it a landmark development in Fort Pierce, Florida.

This development is exclusively designed as a rental property, with no plans to sell units. Recognizing the pressing demand for rental housing, Pinnacle is committed to significantly augmenting the rental housing inventory in the Fort Pierce market. Professional Management, Inc (PMI) has been entrusted with this responsibility to oversee the property's management, managing the Pinnacle portfolio since the company's inception 25 years ago. PMI, an industry expert, excels in marketing, leasing, tenant screening, and property maintenance.

To sustain the enduring attractiveness of the development, PMI strongly emphasizes maintaining its curb appeal. Onsite management offices are readily available to cater to the needs of both current residents and potential tenants. This strategic approach ensures efficient service and fosters a strong community presence. PMI is dedicated to upholding excellence in property maintenance, underscoring its commitment to providing a high-quality living experience for all residents.

If selected, Pinnacle is committed to fostering grassroots development participation to engage the local community actively. Our aim is to involve local tradespeople, both men and women, identify potential early-stage entrepreneurs qualifying for the live-work spaces, and collaborate with business owners aligning with the neighborhood's culture for key tenancy, thereby promoting economic upward mobility. Our community outreach and level of support for this proposal from community stakeholders is proof of this commitment. Through effective marketing and outreach initiatives, Pinnacle seeks to harness local involvement, ensuring the maximization of development opportunities within the Moore's Creek block.

Furthermore, we plan to establish connections with young leaders in the area, actively seeking their participation in the development process wherever feasible. By creating these partnerships and encouraging local engagement, Pinnacle aims to create a development that not only meets the community's needs but also reflects its unique character and aspirations.

Pinnacle boasts an extensive track record of construction excellence, and it is under the leadership of PC Building, LLC., that the development of Moore's Creek will be spearheaded. Luke Wolfson IV, Director of Construction, leads the construction team, whose expertise spans various construction best practices and thorough knowledge of the Florida Building Code. The team brings a wealth of experience in garden-style, midrise, and high-rise developments, with completed, ongoing, and upcoming projects in their portfolio.

Presently, PC Building is actively engaged in ongoing construction projects valued in excess of $330,000,000. PC Building has also previously entered into a joint venture with D. Stephenson Construction, Florida's largest African-American-owned contracting firm, demonstrating their commitment to excellence and community impact. Together, they form PCDS Construction, LLC, specifically focusing on urban redevelopment construction ventures in South Florida. This collaboration leverages the combined skills of Pinnacle and D. Stephenson Construction to enhance economic impacts within communities where new developments are underway.

Notably, PCDS Construction served as the General Contractor for two of Pinnacle's prominent developments – Cannery Row at Redlands Crossing and Berkeley Landing in Riviera Beach, Florida. This strategic partnership reinforces both entities' commitment to delivering exceptional construction projects while positively influencing the economic landscape of the communities they serve.

MOORE'S CREEK COMMUNITY ENGAGEMENT

The objective for Pinnacle's outreach efforts in Fort Pierce for the Moore's Creek Model Block development has been to identify the values and priorities of the community, gather community input to implement within the proposed development, and create a safe space for ongoing long-term collaboration with community members whether through in-person or virtual interactions. Pinnacle aims to learn from the community's experiences and values while sharing its vision, ultimately striving for a consensus on the development of a shared vision. Pinnacle's point person in these outreach efforts has been Greg Gabriel, Pinnacle's Regional Director of Acquisition and Development.

OUTREACH EFFORT AND DISCOVERY

Recognizing the importance of community input, Pinnacle is implementing a grassroots strategy to interact directly with Fort Pierce residents. It is a tenet to meet with community members within their environment and allow community members to share their views candidly and authentically. Fort Pierce, with its rich history dating back to its foundation in 1838 and incorporation in 1901, has a deeply embedded artistic heritage, ranging from Albert Ernest Backus to the 26 original Highwaymen. The Moore's Creek Model Block development proposal aims to capture as much of this artistic history as possible.

To initiate the outreach process, Pinnacle reached out to interested community members and stakeholders via phone calls, emails, and text messages, compiling a list of those individuals willing to share their perspectives. Pinnacle staff made numerous visits to Fort Pierce, with initial visits focused on touring the development site, landmarks, and surrounding neighborhoods to gain a comprehensive understanding of the community. This exercise provided insights into local architecture, real estate conditions, existing infrastructure, art, retail, and entertainment opportunities. During these visits, Pinnacle staff also explored key historical sites such as the Highwaymen Obelisk, Granny's Kitchen old location, Fort Pierce Memorial Hospital (which since has been converted into a senior housing complex), and the self-guided tour of Zora Neale Hurston Dust Tracks Heritage Trail. Our team member Rebecca Miller, President of MPLD Consulting, has intimate knowledge of Fort Pierce and has provided her unique expertise in guiding our outreach efforts.

SOLUTION AND COMMUNITY FEEDBACK

Following these exploratory visits, Pinnacle engaged in face-to-face interactions with community members. Meetings were held in local venues, including the Historic Platts-Backus House (now known as Main Street, Fort Pierce), Lincoln Park Main Street, and the Zora Neale Hurston Library. Pinnacle also presented to key local organizations such as Mount Olive Baptist Church, Lincoln Park Main Street, Main Street Fort Pierce, Project LIFT, and SEFL. These meetings provided an opportunity for Pinnacle to gather further insight and feedback from community members and influential local business owners and figures like Peggy Harris of Sarah's Memorial Chapel, whose business has been in operation for 100 years. Ms. Harris gave the staff at Pinnacle a chronological historical depiction of the level of commerce and activity on N 8th, 7th, and Avenue D. Other individuals who have been of great help are Ms. Doretha Heir, Pamela Carithers, and Doris Tillman.

Pinnacle's extensive outreach efforts is a demonstration of the company's vested commitment to understanding and incorporating local history and culture into the proposed development. The feedback gathered from community members informed the design and planning of the development, leading to several key proposals. For instance, Pinnacle proposes a small amphitheater strategically located near the historic St. Moriah Primitive Baptist Church to serve as a venue for events like the Jazz on Moore's Creek festival and the Martin Luther King Junior parade. This suggestion was well-received by community stakeholders, as it provided a much-needed stage for local artists and performers.

The community has also recommended the installation of historical markers to honor significant landmarks, events, and people who contributed to the community. Proposed markers include the former Fort Pierce Memorial Hospital (now a senior housing development), Granny's Kitchen, Fire Station #15 (named after the first African American firefighter), Lincoln Theater, Blessed Martin Catholic School, and the Old Police Station and Jail. The community emphasized the importance of incorporating local flora, such as Royal Poinciana and Jacaranda trees, which held historical significance for the original 26 Highwaymen artists. In terms of our proposed development's name, the community suggested "The Parks at Lincoln" or "The Parc at Lincoln," Additionally, Pinnacle carefully considered the integration of the development's surface parking, ensuring that it complemented existing structures like the fire station, Mount Olive Baptist Church, and St. Moriah Primitive Baptist Church without disrupting the community experience.

COMMUNITY SUPPORT FOR THE PROPOSED DEVELOPMENT

The proposed development seeks to embrace Fort Pierce's culture, history, and authenticity, aligning with the community's vision for the future. Pinnacle's four live-work units were seen as a positive step toward promoting entrepreneurship and revitalizing once-vibrant centers of commerce like 8th Street, Avenue D, and 7th Street. The community envisions a return to similar economic vibrancy.

The RFP suggests the development of a new Family Success Center. Mr. Gabriel visited the existing complex to understand the services provided, including Community Services, Veterans Services, Women, Infants, and Children (W.I.C.) offices, and obstetrician-gynecologist medical services. Pinnacle's understanding of the Family Success Center's role and responsibilities, along with Mr. Gabriel's experience working with similar organizations in Palm Beach County: Community Services Department, Youth Services Department and ChildNet, Children Service Council of Palm Beach County, ensures that Pinnacle can add value in serving the community's needs should a new Center be financed and constructed.

Overall, our proposed development has garnered significant support from stakeholders, who appreciate the architectural coherence and cultural relevance of the design. Pinnacle's commitment to ongoing engagement with the community has resulted in a development plan that reflects the values and priorities of Fort Pierce residents, ensuring that the Moore's Creek Model Block becomes a shared vision for all. Please find attached in our proposal letters of support from various community stakeholders.

Means Court Center
532 N. 13th Street
Fort Pierce, Florida 34950
(772) 462-2481 (ph) (772)-462-2483 (fax)
Email: lincolnparkmainstreet@live.com
Website: www.historiclpms.org

August 7, 2024

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, FL 34982

Letter of Support: Pinnacle Communities, RFP No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

Dear Ms. Cimino,

I am writing to express my support for Pinnacle's proposal in response to Request for Proposals No. 24-044 for the Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project) in Historic Lincoln Park, Fort Pierce, Florida.

Pinnacle has made commendable efforts to engage with stakeholders, gather community input, and align with the shared vision of revitalizing the Avenue D Model Block. Their commitment to preserving Lincoln Park Community's rich history through the proposed pathway and trail concept, which incorporates public art and historic markers, resonates deeply with the community's aspirations.

Mr. Gabriel has engaged in face-to-face meetings, as well as email and phone correspondence, with business owners, non-profits, faith leaders, and residents to ensure that Pinnacle's proposal reflects the community's needs and desires. Pinnacle's planned multi-million dollar investment in the Moore's Creek Redevelopment is a significant contribution to the ongoing rebirth of the Historic Avenue D Corridor and Lincoln Park neighborhood.

In conclusion, Lincoln Park Main Street strongly support Pinnacle Communities' proposal for RFP No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project). We believe their development will serve as a catalyst for economic growth, cultural enrichment, and increased connectivity for our community.

Sincerely,

Pamela E. Carithers
Executive Director

MAIN STREET
FORT PIERCE

122 A. E. Backus Avenue, Fort Pierce, FL 34950

August 7, 2024

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, FL 34982

Letter of Support: Pinnacle Communities, RFP No.24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

Dear Ms. Cimino,

I am writing to express support for Pinnacle's proposal in response to Request for Proposals No.24-044 for the Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project) in Fort Pierce, Florida.

We recently met with Mr. Gabriel, of Pinnacle, to hear about their project. We encouraged them to meet with several people in the community as well as offering some suggestions and ideas, such as retail space on the bottom floor. They are very receptive to stakeholders and other community input. The heritage of the neighborhood is very important, and a true treasure to our community.

I support Pinnacle Communities in their effort to bring their project into full circle with the neighborhood.

Sincerely,

Doris Tillman

Doris Tillman
Director

Winner of the 2011 Great American Main Street Award

Main Street Fort Pierce, Inc. • Main Street Focus, Inc.
Phone: (772) 466-3880 • Fax: (772) 466-3917

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PINNACLE'S APPROACH TO MINORITY/WOMEN-OWNED BUSINESSES

Pinnacle knows the importance of community engagement, both in terms of building a community consensus for its developments, but also to ensure that the economic investment is profoundly felt within the communities it develops in. Pinnacle takes a proactive approach on every development to meet with, engage, solicit opinions and to coordinate with community stakeholders. We proactively host community meetings regardless of whether such meetings are required by the local jurisdiction. Also, we have a consistent track record of engaging local non-profit community development organizations as our partners in development. Whether it be the Collaborative Development Corporation for Gibson Plaza, Caribbean Village and the upcoming Caribbean Isles with the South Miami Heights Community Development Corporation or Casanas Village at Frenchtown Square with the Big Bend Community Development Corporation, or the many public housing authorities and their affiliated non-profit organizations and resident associations, Pinnacle strives to join hands with our neighbors in mutually beneficial partnerships.

Pinnacle has a proven record of successfully attracting local Minority/Women-Owned Businesses to its development projects. It is part of our commitment to allowing the benefits of our investment ripple through local communities to enact real change. Some representative examples of our success in local hires and recruiting small business to participate in our developments are outlined in this section. With the development of Landings at East Pointe and East Pointe Place with the Housing Authority of the City of Fort Myers, Pinnacle refined the concept of utilizing locally-sponsored job fairs to secure hires in the communities where the developments actually occur. At the time, Fort Myers had been particularly hard hit by the effects of the Great Recession, the effects of which are multiplied in the lower-income communities. Working closely with the selected contractors and the local branch of the NAACP, Pinnacle secured unprecedented participation in the job fairs for both developments, with a combined participation of over 1,400 jobseekers. Over 200 local hires were made. The program continued after the job fair, with the stakeholders continuing to seek hires, both skilled and unskilled, for each trade while providing the necessary mentorship to allow for long-term employment for these workers.



Pinnacle team members Norma Santana *(left)* and Fernando Miranda *(right)* attended The City of Miramar, Florida Business Inclusion & Diversity (BID) Program's 2nd Annual Construction Contractor Fair hosted by the Economic Development & Housing Department. This program was designed to help small businesses grow and thrive! Kudos to the City of Miramar for embracing its diverse business community and always looking for ways to provide the right tools to help them succeed.

Both Oak Ridge Estates and Villages of Tarpon, joint ventures with the Housing Authority of Tarpon Springs, and Pinnacle's Kings Terrace located in North Miami are other quality examples. For both properties Pinnacle's construction subsidiary PHG Builders, LLC actively recruited SBE/MBE/WBE and "Section 3" subcontractors and tradesman (those who live locally and are either low or very-low income residents of the community) and subsequently monitored the results through periodic subcontractor compliance reporting. More recently, the same strategy for incentivizing contractors and tradesmen and hold job fairs was used at Pinnacle at Peacefield in Hollywood, The Grove at Sweetwater Pointe in Gainesville, and Casanas Village at Frenchtown Square in Tallahassee and is currently being used with our Berkeley Landing development in Riviera Beach, where we are coordinating our efforts with the City of Riviera Beach and Pinnacle at La Cabana, where we are collaborating with the City's diversity representative.

Pinnacle will actively locate and qualify certified CBEs and "Section 3 workers" (as generally defined by HUD) to the greatest extent feasible, providing job training employment and contracting opportunities to ensure the following work tasks are completed, thereby meeting the above-referenced goals. Pinnacle is committed to spreading the economic benefits of its activity within the local community and expanding economic opportunities for local businesses.

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PMI'S PROPERTY MANAGEMENT PLAN

Professional Management, Inc. (PMI) was formed in 1969 by James R. Mitchell to provide capable and qualified real estate management for institutional and private investors throughout the entire state of Florida. Since its founding, the firm has owned and managed more than 10,000 apartment units, commercial office buildings, condominiums, warehouses, and shopping centers throughout the state of Florida.

He began with only three (3) employees but had a vision of the future. He built Professional Management, Inc. into a management company that today employs over three hundred (300) employees and manages more than 10,000 apartment units throughout the state of Florida. The company has the background and the experience to represent institutional lenders, administering large loan transactions related to low-income housing, rehabilitation, and construction lending.

Professional Management, Inc. has been a developer since the early 1970's and has acquired expertise in all facets of construction commencing with the selection of architects, general contractors, and engineers. Professional Management, Inc. has extensive experience in renovation and rehabilitation of multi-family residential housing as well as involvement in the construction of office buildings and has supervised construction or rehab of approximately 7,000 rental units in the State of Florida. Furthermore, Professional Management, Inc. has extensive experience in government rehabilitation construction programs such as HUD, Moderate Rehabilitation, HUD Co-Insured, Tax-Exempt Bond Programs and Low-Income Housing Tax Credit Programs, HOME and SHIP.

Professional Management, Inc. has been involved in Section 8 and other FHA Government Financing programs and is familiar with all aspects pertaining to the administration of loan responsibilities as required in the bid proposal.

The main office of Professional Management, Inc. is in Miami, Florida with a branch office located in Orlando, Florida. Properties currently managed in Florida are in:

Coconut Grove	Coral Gables	Davie	Florida City	Fort Lauderdale
Gainesville	Haines City	Hialeah	Hollywood	Lynn Haven
Miami	Miami Springs	Orlando	Pompano Beach	Sunrise
West Palm Beach	Winter Haven	Winter Park	Tallahassee	Tampa
Wimauma				

MANAGEMENT PHILOSOPHY

The purpose of our business is to maximize the owner's profit on real estate investments. In addition to maximizing return while preserving and improving the property's appeal, sales potential, attain full occupancy, develop superior Resident Management relationships, we apply effective accounting and control procedures, and lower operating costs. In order to achieve those goals, Professional Management, Inc. applies prudent but productive planning, control, directions and management. Extensive knowledge and skills are required to maximize profits. In order to maintain consistency and knowledge, Professional Management, Inc. exerts an enormous amount of energy in the process of hiring and training qualified employees.

PERSONNEL POLICY

Equal opportunity requirements will be heeded in hiring all employees. It is the intent of the Owner and

and Managing Agent to adhere to all equal opportunity standards; Federal, State and Local.

Drug testing and background checks are required for all new personnel upon employment. The results of the drug test and background check will be the basis for hiring employees. All new personnel will be informed at the time of hiring of random drug testing and if anyone refuses may be cause for termination. If an employee suffers an accident during working hours, he/she will be required to have a drug test and based on the results, the employee will remain employed or will be terminated and no workman's compensation or unemployment compensation would be awarded.

Employees are trained in all aspects regarding fair housing guidelines and requirements. All employees complete a Fair Housing course online through Grace Hill at the time of hire. On an annual basis, all employees will take an online fair housing refresher training, or the company will engage with a local agency to provide an in-person training. For employees who take the online course in a group setting and may not have their own certificate, the certificate will be issued in the person's name who navigated through the course.

EQUAL EMPLOYMENT OPPORTUNITY

We strive to advance existing employees and have a strong history of promoting from within.

Professional Management, Inc. believes in equal employment opportunity for all individuals without regard to race, color, religion, sex, age, national origin or disability. This policy extends to all terms, conditions, and privileges of employment as well as the use of all company facilities and participation in all company-sponsored activities, including the following:

- Hiring
- Promoting
- Transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Compensation of any kind
- Selection for training
- Educational programs
- Company-sponsored recreational and social activities

Harassment, retaliation, coercion, interference, or intimidation of any employee because of that employee's race, religion, color, national origin, sex, age, or disability is strictly forbidden. Any employee who experiences such activity should report it immediately to his/her supervisor.

We earnestly seek the cooperation of all employees in helping to maintain this policy.

EXPERIENCE

Since 1981, Professional Management, Inc. has been working with different city and county housing agencies throughout the State of Florida, for properties that participate in different assistance programs, such as Housing Choice Voucher (HCV), HUD Moderate Rehabilitation; HUD Co-Insured, Tax-Exempt Bond Programs and in 1995 Professional Management, Inc. acquired their first LIHTC property.

For over five decades, Professional Management, Inc. has had a proven success track record because we work closely with the Florida Housing Finance Agency, First Housing, Seltzer Management Group and other financial monitoring agencies within the federal, state and local governments.

In addition, Professional Management, Inc.'s versatility allows it to equally manage a robust portfolio comprised of LITHC, conventional and commercial properties throughout the State of Florida, while applying the same management principles and strategies across the board.

COMPANY CERTIFICATION

Professional Management, Inc. possesses all the required licenses and certifications to be an established, reputable Real Estate / Management Company in the State of Florida. In addition, Professional Management, Inc. is a financially established and sound company which would make us a suitable candidate to continue to manage subject property.

Professional Management, Inc. has been providing management services in the State of Florida for over 50 years and currently manages over 9,000 units comprised of LIHTC, HOME, SHIP, Tax Exempt Bond, Moderate Rehabilitation, Commercial, Retail and Market Rate properties.

During this time Professional Management, Inc. has adhered to all local and State regulations required to conduct property management in the State of Florida. In addition, all company principals possess and maintain a current Florida Brokers' license.

TECHNICAL APPROACH / STRATEGY

Professional Management, Inc. has a full-time highly experienced and qualified in-house Compliance Department that began in 2004. Professional Management, Inc. specializes in Affordable Housing including Low-Income Tax Credit, HOME, SAIL, SHIP, BOND, AHL, FDIC/RTC, the Department of Housing and Urban Development and many other financial programs.

All personnel are required to attend training workshops on an annual basis to ensure familiarity with compliance procedures. In addition, we have a full-time Compliance Director and Compliance Manager certified as HCCP by the NAHB, to ensure that all aspects of the individual program requirements are met.

Consequently, we have partnered with Preferred Compliance Solutions, a firm that specializes in monitoring and advising for developers and management companies of the multi-family affordable housing industries that use Low-Income Housing Tax Credits. The firm is comprised of nationally recognized National Compliance Pro-Executives, Certified Property Managers, Certified Occupancy Specialists, and Housing Credit Certified Professionals. They have worked with many management companies, housing authorities, developers, investors, and syndicators, providing compliance consulting and/or monitoring.

Through their services, our managed properties and team members receive any needed assistance with site inspections, on-going compliance monitoring, compliance pre-approvals, file reviews of current tenants, per-file compliance monitoring, compliance reports and approvals, state audit preparation assistance and owner representation, in-house compliance manuals and forms, compliance guidance and advice, review of management compliance program, staff training and support, among other invaluable services.

Professional Management, Inc. has established procedures that have proven to be successful in fulfilling all the LURA requirements, including resident services the owner elects to provide.

The Compliance Department has created procedures for reporting and maintaining the required documentation to prove compliance.

Professional Management, Inc. works for the owner, managing day-to-day activities and decisions: paying operating expenses, attracting, and qualifying residents, compliance with program requirements, supervising maintenance, safeguarding the property, and other actions necessary for the building's successful operation. All normal daily operations are under the direct supervision of the managing company.

Below is a general outline of our management practices that describe the firm's technical capabilities to provide management services to subject property:

COMPLIANCE PROVISIONS/TENANT SELECTION AND LEASING

Professional Management, Inc.'s first responsibility is to achieve full occupancy and to maintain compliance with program requirements at all times. The Compliance Department reviews all applications, lease renewals and verifies program compliance for all applicable communities to ensure household's qualification with program requirements.

Professional Management, Inc. uses a variety of methods to achieve full occupancy with qualified applicants as quickly as possible. An example of these methods is:

Sister property referrals: Property Managers refer prospective residents to buildings where vacancies exist. This cooperative and extensive network of managers helps "cross sell" owner's units.

We erect signs and place advertisements in local publications to increase awareness of the property as needed. Our rental management software has a sophisticated lead tracking system that allows the properties to follow up on the leads from the property website via any advertising source. This system allows the property employees to follow up on leads to convert them into visits and a final qualified resident.

Professional Management, Inc. employs a Leasing & Marketing Director to provide leasing and marketing assistance to properties that include but is not limited to training personnel to comply with Fair Housing Laws and follow our company Policy and Procedure Leasing Guidelines, prepare advertisements, create property marketing flyers, assist with market surveys, property shops and design property websites to enhance Professional Management, Inc.'s competitive edge.

Applicants complete a Welcome Card to determine eligibility to assist in the initial interview with the applicant and to assist with the pre-qualification process. Topics such as household size, computing annual gross income compared to maximum allowable income limits, income verification and student eligibility is determined.

A Resident Selection Criteria form is presented that outlines the guidelines for applying to a community, occupancy standards, and employment/income verification requirements.

If the applicant meets the pre-qualification items and they choose to proceed, they will need to complete the Application form and an application fee is collected.

Resident eligibility is determined by both the Property Manager and the Compliance Department following verification of employment, student status, credit, and background checks. The Property Manager has full knowledge of the required criteria for resident certification and conforms to all equal housing requirements.

Vacant units are inspected by the Property Manager and Regional Manager to assure cleanliness and readiness for occupancy. Any deficiencies found are noted and corrected prior to move in .

SECURITY DEPOSIT / TENANT COMPLIANCE / LEASE RENEWALS / MOVE OUTS / LEASE TERMINATIONS

Once an applicant is approved, the Property Manager and prospective resident will inspect the specific unit to be occupied prior to accepting any move in funds, signing a lease, or anything that might obligate prospective resident to a given unit until they move in.

The resident and Property Manager will sign a Move in Check List regarding the apartment's condition. Any remaining move in funds, either prorated rent or/and security deposit, would be paid at this time and prior to receiving keys, the lease, its language and all other rules, regulations, maintenance requests, rental payments, late fees, policies, and procedures, etc. are thoroughly reviewed with the resident. During this time, the property employee(s) begin creating resident relations which prove invaluable in the goal of resident retention.

A "Welcome" package will be given to the new resident at the time the lease is signed. This package includes a copy of the entire lease package and helpful information relevant to the resident.

Professional Management, Inc. understands that the lease renewal process is very important to retain the current resident. By retaining the current resident, the property will save money in turnover costs, since a high percentage of lease renewals decreases property expenses. Professional Management, Inc. has established a goal of renewing 100% of expiring leases.

All renewal letters are sent to the residents at the required intervals to ensure compliance, beginning 120 days before the lease expires. This allows for ample time for residents to gather and submit all necessary documentation for the lease renewal.

If the resident decides not to renew and move out, resident will need to notify the office in writing 30 days prior to the lease expiration date when resident plans to move out.

Prior to the move out date, a management representative will complete an assessment of what will be needed in the unit at the time the resident vacates to ensure all work is completed in the least amount of time possible so that the unit can be ready for a new move in. Once the previous resident turns in the keys, a Notice to Impose a Claim is sent notifying resident of all charges that are to be made against the security deposit account as per findings noted on the Move Out Form.

During the lease term, it is also Management's job to ensure residents are in compliance with the lease agreement, guidelines and rules and regulations of the community. If a resident is causing a disturbance or in violation of their lease agreement, they will be given proper warning via a discussion, letter or if necessary, a 7 Day Notice to Cure, etc., in order to rectify the objectionable activity or condition. If the issue continues, a Notice to Vacate will be given to the resident terminating tenancy.

RENT COLLECTION

Rents are due and payable on the first of each month. Partial payments will not be accepted. If not received by the fifth of the month, a late charge is assessed. On the sixth day, the Property Manager generates a list of delinquent residents and personally visits each, presenting them with a "3 Day Notice" to pay or vacate.

If three days pass with no payment, or communication with the office personnel, eviction proceedings begin on the 20th of the month to safeguard the owner's interest.

In the event a resident is evicted, skips without proper notice, or owes any rent or damages, Professional Management, Inc. works with a collection agency in order to recoup any monetary loss to the owner.

Professional Management, Inc. insists on timely payment of rent, and stresses this policy to all prospective residents.

VACANT UNITS / TURNS

Once a resident moves out, any necessary repairs, clean-up work will be noted on the move-out form. Getting vacant units ready for a new resident is a crucial task that requires planning and creating a logical order for work to be completed within a quick time frame to minimize any rental loss to the owner. The projected turn around for all work to be completed is 5 business days or less. Once the manager gives maintenance a unit to be turned, the maintenance supervisor oversees the scheduling for the unit, including the work to be performed and the order it needs to be performed in.

MAXIMUM RENTS

When the Florida Housing Finance Corporation publishes new rental amounts, the Compliance Department prepares a Rent Schedule with new rents minus utility allowances. In addition, a market survey is conducted to make sure that the new Maximum Rents can be implemented if the market around the property sustains it or if the rents will have to be lower than the Maximum Rent. Consultation with the owners for approval takes place to determine the new rent amounts. Pertinent notification letters are sent to the residents 30 days in advance to notify them of any changes. This not only allows ample time for residents to plan for the new rental costs but also to return the signed letter acknowledging the impending change.

RESIDENT AND COMMUNITY RELATIONS

Professional Management, Inc. has established procedures that have proven to be successful in fulfilling all the LURA requirements, including resident services the owner elects to provide. The compliance team monitors that the communities are providing the programs and services as required. The Compliance Department has created procedures for reporting and maintaining the required documentation to prove compliance. The properties are provided logs, sign-in sheets, instructions, and binders.

In addition to the required LURA activities, properties budget to conduct further resident activities such as holiday celebrations, community gatherings and raffle events, amongst others, which encourages positive resident relations.

MANAGEMENT REVIEWS AND INSPECTIONS

In relation to any housing inspections, Professional Management, Inc. has established procedures that have

proven to be successful in preparing and achieving "perfect" inspections. The policy includes procedures that must be completed before, during and after the inspections. From previous experiences we have established preparation lists with guidance on what management and maintenance must do to prepare the property for the inspection. Items include property walks, unit by unit inspections and preparing action lists of items needing attention prior to the inspections. In addition, prior preparation and reviews are completed on resident files to ensure all compliance regulation requirements are met and filed accordingly. During the inspections, the Compliance Director and Property Manager as well as the Regional Maintenance Supervisor are present to assist the property and the inspector for a "smooth" visit.

MAINTENANCE

There is a leasing office on the premises. The office and maintenance staff can be contacted between the hours of 9:00 a.m. and 6:00 p.m. and on a 24-hour basis in the event of an emergency.

Service requests are accepted by the office staff between the hours of 9:00 a.m. and 6:00 p.m. or residents have the option to enter their work order request through the Resident Portal 24 hours per day (if available). Maintenance is performed following the system generated work orders assigned by the Property Manager, Assistant Property Manager or Maintenance Supervisor.

Prompt action is taken to investigate service requests even though the repairs may have to be scheduled at a later date. The following procedures are used in responding to a resident's request for service:

- Maintenance receives a copy of the work order.
- If the request is justified, taken care of immediately or as soon as can be scheduled, generally within 24 hours.
- If major repairs are required, Property Manager will call for outside assistance. If request is questionable, it is referred to the Regional Manager for that determination.

We stress versatility in the hiring of maintenance employees, but major repairs that cannot be handled by the on-site maintenance team will be subcontracted.

The Maintenance Supervisor will determine the proper corrective action after consultation with the Property Manager / Regional Manager and approval by the Owner. A minimum of 3 bids is required depending on the extent and cost of the work to be completed.

Routine cleaning will be completed to laundry rooms, lobby, common areas / amenities and grounds by either property employees or an outside cleaning vendor.

Trash collection is contracted by private firms to assure frequent, controlled service.

Maintenance employees are responsible for maintaining an inventory of all property maintenance equipment and supplies and are also responsible for replenishing needed items within set budget amounts. In addition, before conducting replacement of any property/unit equipment, maintenance employees are responsible for confirming whether the equipment is still under warranty before proceeding with any purchases or repairs. If the equipment is under warranty, the office will contact the vendor for repairs.

ROUTINE AND PREVENTATIVE MAINTENANCE

All properties have an annual routine and preventative maintenance schedule that includes daily, weekly, monthly, quarterly, semi-annual, and annual inspections and maintenance of all property components and major equipment. For example, cleaning, fire prevention equipment, HVAC equipment, plumbing equipment, common areas, building exterior, just to name a few. Professional Management, Inc. believes the key to a good preventative maintenance program is to keep everything clean, maintained and inspected. By inspecting regularly, property employees become familiar with equipment and surroundings, and can notice and address any issues as soon as they arise.

MOISTURE MANANAGEMENT

Each property has a Moisture Management Plan which outlines the protocol for preventing and addressing any moisture issues in the units. In addition, a Mold & Mildew Addendum to the Lease is part of the lease package and kept in each resident's file. This addendum ensures the residents clearly understand what is required of them to control moisture in their apartment and obligates them to notify management of any moisture issues in their apartment as soon as they are observed.

During the monthly unit inspections, routine monitoring will include checking ventilation and plumbing systems and checking around all windows for signs of moisture. Any time a maintenance representative is addressing a service request, they also take the time to check for any signs of water leaks, be it plumbing, windows or roofs.

EMERGENCY REPAIRS

Any immediate safety or health hazard to the people and/or potential costly damage to the property are considered an emergency.

Priority 1 – Immediate danger to people/property – in this case steps are taken to keep residents calm and evacuate safely if necessary. i.e., fire, hurricane etc., or notify the proper authority, i.e., illness or death of tenant. Priority 1 matters may be consulted with the owner if available for immediate consultation otherwise, Professional Management, Inc. will take the appropriate action to reduce loss and liability.

Priority 2 – Minor damage to property and inconvenience to the tenant. These issues are handled on the basis of how much damage or inconvenience would be caused if left unchecked for longer than 24 hours.

MAJOR SYSTEMS AND EXTRAORDINARY MAINTENANCE

Upon inspection of any major systems including but not limited to fire alarm systems, security alarm systems or cameras in which a major costly repair is needed, management will obtain three proposals to present to the owner for review and approval.

SECURITY/LIFE SAFETY

Professional Management, Inc. practices a proactive approach vs. reactive approach when it comes to the safety of the residents, employees, and liability prevention.

Exterior lights are inspected on a weekly basis to ensure that outside areas will be well lit; any lights that are not working will be replaced immediately.

For properties that have cameras and DVR equipment, they are checked on a daily basis; any cameras or equipment that is not working properly will need to be inspected by the vendor that services them as quickly as possible.

Crime watch meetings are conducted on a quarterly basis and resident participation will be promoted. In the event any incidents occur at the property or the surrounding areas, management will be responsible for notifying and communicating any pertinent information to guide residents accordingly.

Monthly resident newsletters are sent to residents with important reminders and general tips, including safety topics such as fire prevention tips, egress, community awareness, etc.

Meter room, phone room, elevator room or mechanical equipment doors will be kept locked at all times.

Resident Security Acknowledgement and tips are part of the lease package and are provided at the time of move-in. This form expresses to residents that crime has no address and cannot be fully prevented. In addition, there are resident awareness tips included regarding general precautionary measures such as keeping doors and windows locked and not leaving valuables inside vehicles.

Annually, Professional Management, Inc. provides properties with hurricane preparedness guides, correspondence and procedures aimed to protect the residents and owner's assets. In addition to preparedness guides and strategy plans, property specific manuals are updated with pertinent information and made available to property employees. Finally, in the event of an impending storm, main office personnel are responsible for monitoring and providing property specific instructions for preparations at the property level, encompassing guidelines for office and residents alike, including evacuation orders where applicable.

Courtesy personnel services may be used accordingly to monitor the properties after hours. These personnel are responsible for providing incident monitoring, addressing, and reporting any occurrences on site and working together with Management to note any findings with residents for Management to handle as needed. Daily reports are submitted and filed in the office.

Any incidents that may occur at the property level are to be documented and reported to the Risk Management Department immediately. An incident report, witness statement(s) (if applicable) and appropriate photographs are required to document the event and provide pertinent details that may be of use later if needed.

Professional Management, Inc. has a partnership with a third-party human resources company, CoAdvantage. This company conducts site inspections to confirm that any required safety equipment and procedures are being followed by property employees as outlined in an agreement. In addition, CoAdvantage representatives conduct an annual presentation regarding safety procedures and reminders for all personnel. Topics such as ladder safety, chemical usage,what to do when an employee is injured on the job, are discussed during these presentations.

FINANCIAL MANAGEMENT

Professional Management, Inc. has extensive experience in budget preparation and analysis and has historically developed budgets over the past 45 years to review objectives, plan operations and monitor expenses. Below is our approach for preparing financially sound budgets:

- Analysis of past operating history
- Analysis of resident lease turn over
- Analysis of property trends in the immediate vicinity
- Analysis of building components needs resulting from unit/property inspections
- Estimate of building replacement reserve components
- Analysis of all existing contract services to ensure best pricing and service is provided
- Property improvement planning
- Preparation of the actual budget

Property monthly financial reports are generated by the Accounting Department. These reports outline any changes in cash, variances in budget vs. expenses, and in turn, these are explained in detail by Property Manager. On a quarterly basis, a budget variance memo is provided including explanations for accounts that have exceeded the budgeted amounts up until that period.

Professional Management, Inc.'s Accounting Department prepares year-end files on an annual basis with all relevant financial information and back-ups needed.

PURCHASING AND SUBCONTRACTING

All properties utilize the Resman Property Management Software. Resman provides a purchasing system which allows Property Managers to work alongside the in-house Accounting Department in preparing Purchase Orders, maintaining budget balances and submitting invoices to main office for payment.

Purchase orders are generated at the property level for any purchases or services provided and invoices are transmitted to the Accounting Department at the main office for processing and payment. All purchases and expenses, except for unforeseen circumstances, are completed within budget limitations. Any expenses over the set budget or spending limit will require a Regional Manager's approval.

Before using outside vendors, they must first become approved. To achieve this, vendors must submit the required documentation, including acceptable certificate of insurance coverage to our Risk Management department before completing any work.

Any special projects, not including emergency repairs, recurring routine operating or maintenance service contracts, will require owner approval. In addition, a General Service Agreement must be used for all work costing more than $2,500.00. Exceptions would be for kitchen cabinet work, elevator repairs, termite warranty renewals, special projects from owner, etc. General Service Agreements are approved by either a District Manager or Vice President depending on the total amount of work cost.

STAFFING

Professional Management, Inc. has engaged in a contract with CoAdvantage, a Human Resource company that subleases all property and office employees. Professional Management, Inc. is responsible for recruiting, training, directing, and evaluating its employees. CoAdvantage is responsible for filing and paying payroll taxes applicable to Federal and State Labor laws. Properties are responsible for paying an administrative fee for these services as well as reimbursing CoAdvantage for salaries, benefits, and payroll taxes.

Professional Management, Inc. places advertisements for any open positions. Resumes are reviewed, and interviews are conducted in order to find the candidate that best fits the position.

Minimum Qualifications required for employment:

Property Employees:

Property Manager – 2 years of previous property management experience
Assistant Property Manager – 1 year of previous property management experience
Leasing Consultant – previous customer service experience
Maintenance Supervisor – HVAC certification and previous maintenance experience
Maintenance Technician – previous maintenance experience

Central Office Employees

Regional Manager – 3 years previous experience in property management
District Manager – 5 years previous experience in property management
Property Accountants – 3 years previous experience in accounting
Accounts Payable – data entry experience
Administrative Support – 1 year previous experience
Compliance Support – 2 years previous experience in LIHTC

Upon hiring, training is conducted on all aspects relating to the job. There is a 90-day probationary period where the employee must display aptitude for the position. After the 90-day probationary period ends, the employee is reviewed and if all job requirements are met, the employee will convert to a permanent basis. On an annual basis, employees are reviewed based on their performance for a salary increase of 4%.

In addition to employee salaries, incentive bonuses are paid as follows:

Office Staff:

Move In $60 per move in (to be distributed amongst office employees)
Renewals $100 per renewal (to be distributed amongst office employees)
Occupancy $1 per unit per month (98% or better)
Delinquency $1 per unit per month (if 2% or less)
Performance Bonus – based on performance
Holiday Bonuses – total amount based on years of service for a maximum of $250

Maintenance Staff:

Move Ins $10 per move in (for each maintenance employee)

Renewals $10 per renewal (for each maintenance employee)

Performance Bonus – based on performance

Holiday Bonuses – total amount based on years of service for a maximum of $250

Each property has an on-site office to conduct management activities. Regular business operating hours are Monday through Friday, from 9:00 AM – 6:00 PM. In addition to regular business operating hours, many of the leasing offices are open on Saturdays.

INSPECTIONS

To safeguard the property and to properly budget for future expenditures, Professional Management, Inc. performs weekly inspections of all common areas and building exteriors. Apartment interiors are inspected on a quarterly basis at minimum. Inspection reports are filed and provided to the property owner as requested. In addition to "Curb Appeal" inspections, potential insurance liability items are noted and corrected as needed. Any findings will be noted and attended to. Emergencies or liability issues are handled immediately.

Property employees complete daily inspections, Regional Managers complete bi-weekly inspections and District Managers conduct quarterly inspections. In addition, semi-annual inspections are required by Risk Management which are completed by the Regional Managers. This schedule ensures that nothing can be overlooked and anything that needs immediate attention will be addressed in a timely manner.

PROPERTY RECORDS

Professional Management, Inc. will maintain consistent, organized record keeping procedures that are effective for all the properties. This allows ease for employee coverage, if needed, from sister properties. These records are maintained in subject specific electronic binders, bins or files and are kept for a determined amount of years as required.

In addition, first occupant files are securely kept in a fire-proof file cabinet indefinitely.

Individual files are kept for all residents and include all pertinent documentation and/or correspondence (ie. lease agreement, rental/late payments, legal notices, letters, renewal letters, etc.)

BUILDINGS | INTERIORS | CITIES

ZYSCOVICH
ARCHITECTS
WE MAKE **PEOPLE PLACES**

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▪ MIAMI ▪ ORLANDO

August 21, 2024

Timothy L. Wheat
Moore's Creek
701 Northpoint Parkway, Suite 218
West Palm Beach, Florida 33407

Re: Proposed "Moore's Creek" Development- Design Vision

Dear Tim,

We are very excited to be working with you and your team on this exciting and much needed development utilizing the Live Local affordable and workforce housing Act.

At Zyscovich we approach our designs mindfully and purpose driven with the following words and drivers that develop into threads to inform the design:

"To give hope, self-worth, self-respect, dignity, a sense of wellbeing, safety and the ability to relax, reflect, rejuvenate and reimagine ones self."

These drivers coupled with the cultural heritage of the neighborhood form the fabric we weave from these threads.

We have chosen a playful style, a relaxed style that is familiar to the beginning of the settlement and development of Florida. We have anchored many of the corners with gable ends to firmly anchor the corners of the buildings, to look like beacons, beacons of hope and permanence. The buildings are classically composed with a base, middle and top.

The design will look and feel no different than typical luxury market-rate housing product
The primary exterior materials are tilt-up concrete or traditional masonry with precast plank floors, painted stucco, vinyl or aluminum windows, with a TPO roof for flat roof areas.

We are also very excited about the site, where we envision creating a park with an art and cultural heritage walk nestled and defined by the new buildings and the creek. Additionally, we see having an amphitheater, a sloped grass area with a circular concrete or paver pad for performance and oration.
We look forward to a hopeful win to bring this exciting vision to reality.

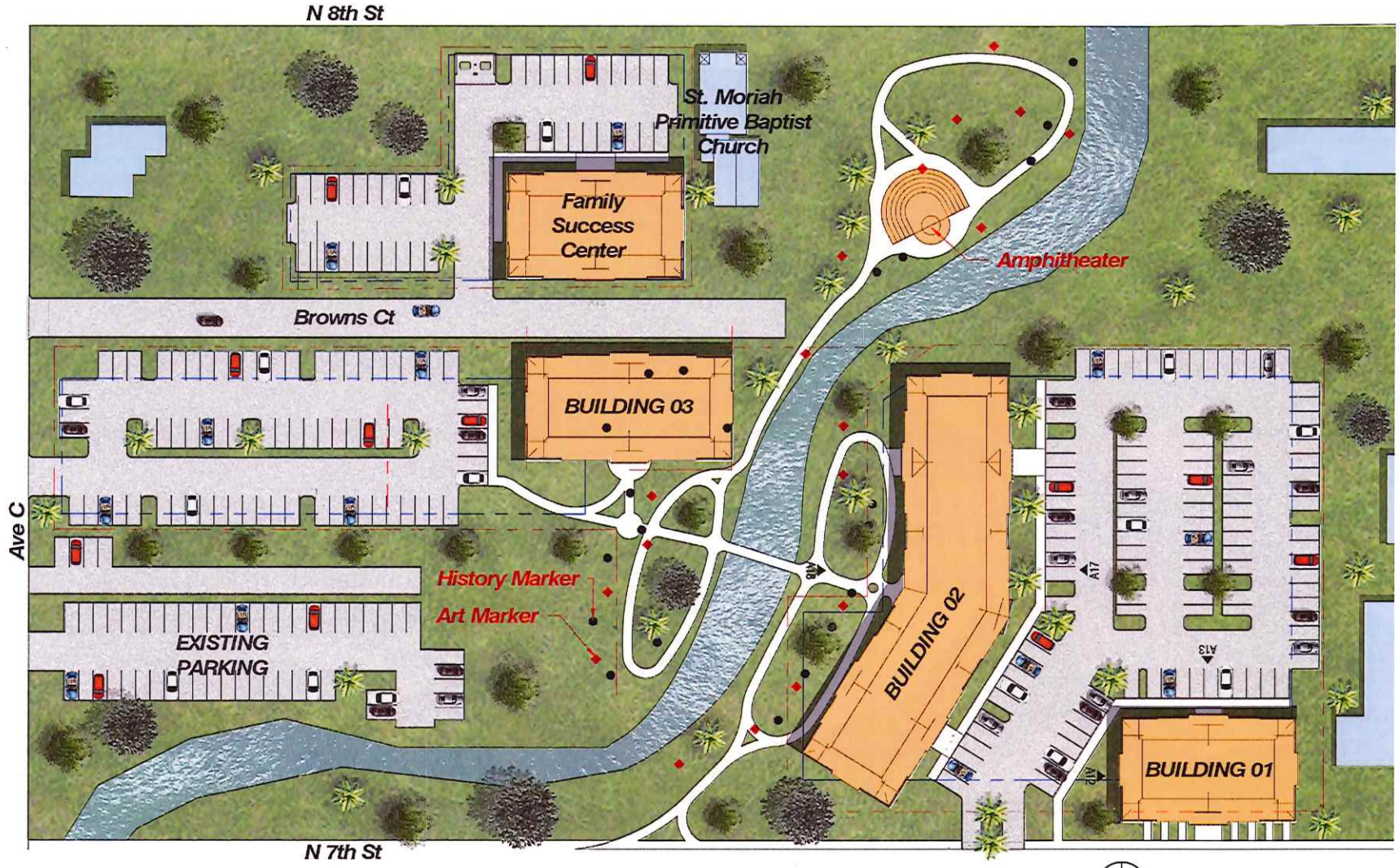
Sincerely,
ZYSCOVICH, LLC

John Cunningham, AIA, NCARB
Managing Director-Partner, Central Florida

Licenses | Architectural AAC.001431

ILLUSTRATION


Moore's Creek
Redevelopment
2024.08.21
ZYSCOVICH
ARCHITECTS



Architectural Site Plan

All measurements are subject to change. Not for construction.

Moore's Creek Redevelopment

Project Site Rendered

08.20.2024

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Moore's Creek Redevelopment

Building 01 - South Elevation

08.21.2024

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Moore's Creek Redevelopment	*Building 01 - West Elevation*	*08.21.2024*

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Moore's Creek Redevelopment

Building 02 - North Elevation

08.21.2024

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Moore's Creek Redevelopment	*Buliding 02 - South Elevation*		*2024.08.21*

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Moore's Creek Redevelopment	3D VIEWS		08.21.2024

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Moore's Creek Redevelopment	*3D VIEWS*		*08.21.2024*

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Moore's Creek Redevelopment	3D VIEWS		08/21/24

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Moore's Creek Redevelopment	3D VIEWS		08.21.2024

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Moore's Creek Redevelopment	*3D VIEWS*		*08/21/24*

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Moore's Creek Redevelopment	*3D VIEWS*		*08/21/24*

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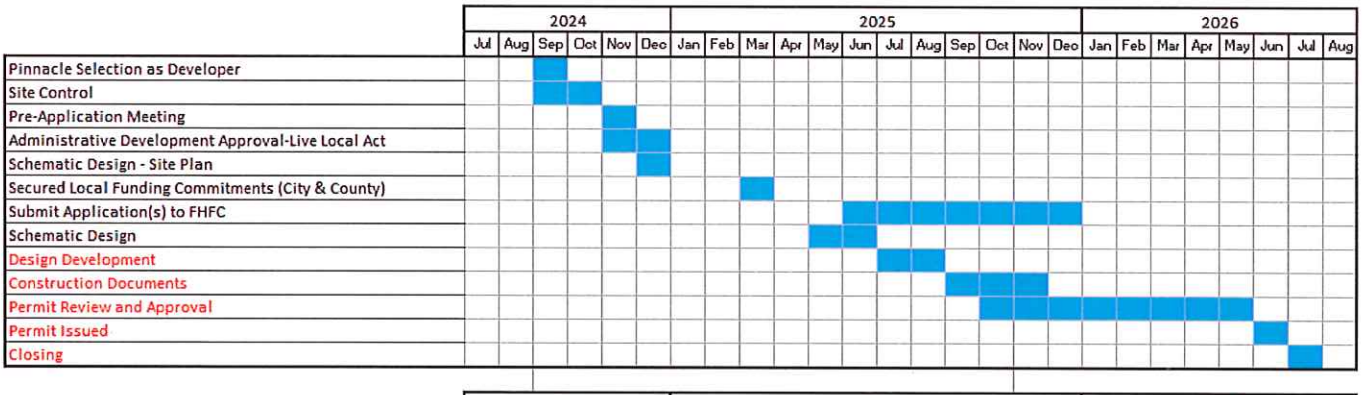
PROJECT SCHEDULE

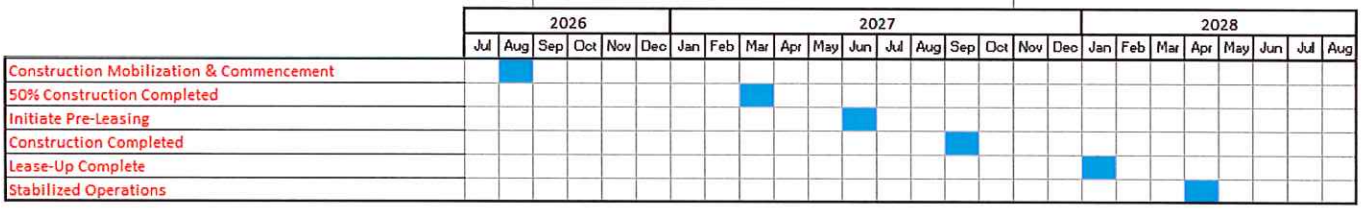
PROJECT SCHEDULE
Timeline

Pinnacle has provided a timeline to detail the proposed development. Pinnacle's staff members possess knowledge in every aspect of multifamily development, leveraging local expertise to navigate challenges that may arise during the project. Demonstrating a consistent track record, Pinnacle has delivered developments on schedule while effectively managing risks associated with construction management, financing, and unforeseen circumstances that may disrupt the development process.

The schedule is intended to be a "living document" which will be refined by circumstances, decisions made jointly with the City of Fort Pierce with respect to the rezoning if any since the City introduced amendment 3, a Future Land Use Amendment that enable Pinnacle to leverage the Live Local Act, treating the site as General Commercial. Plus, the availability of Florida Housing Finance Corporation and other public funding sources as may be required to fully fund this effort. It reflects a "best case" scenario which assumes we secure funding in 2024 from one of the Florida Housing Request for Application (RFA) cycles, whether it be 9% Housing Credits, State Apartment Incentive Loan (SAIL) or Live Local Mixed Use, Mixed Income and Urban Infill funding.

Having proudly delivered over 11,000 units, Pinnacle emphasizes its commitment to on-time project completion. The inclusion of PC Building, LLC, our in-house construction management company, provides a strategic advantage by allowing us to advance development efficiently—an area where competitors often struggle to meet their commitments. Importantly, Pinnacle and PC Building maintain financial relationships with both the private and public sectors, ensuring the successful completion of the proposed development. Pinnacle will collaborate with the Florida Housing Finance Corporation, equity partners, lenders and local stakeholders on the underwriting and closing. PC Building will work closely with the building department, contractors, and subcontractors to ensure the project meets its milestones.





Small/Medium County 9% HC
Live Local mixed-Income/Mixed Use/Urban Infill
Live Local Redevelopment
All tasks in red are contingent on FHFC financing award

FINANCIAL PLAN

FINANCIAL PLAN
Project Financing

OVERALL EXPERIENCE

The principals and senior team at Pinnacle have developed, both at Pinnacle and in their prior ventures, tens of thousands of units of both multi-family affordable and market-rate housing. We have financed developments with a multitude of financial vehicles, including traditional financing, private equity, bonds, Housing Tax Credits, and the entire gamut of federal, state, local and private hard and soft debt sources.

Pinnacle utilizes several methods to ensure financial security once a development venture is initiated, which include:

- Thorough analysis of the capital costs to initiate developments, particularly redevelopment/ renovation in urban areas, using a conservative cost-estimating approach;
- Realistic projection of operating income and expenses for a development once "in service," using realistic market rents, and taking into account the latest data on rising expenses, vacancy rates and bad debts;
- Pragmatic interest and equity projections, accounting for market fluctuation between the time a development is committed and the time it closes and "locks in" actual rates;
- Adequate budgeting for lease-up expenses and ample reserves for the lease-up period to cover operating losses until a development is completely occupied; and
- Contingencies for unanticipated costs, both construction costs and “soft” costs.

Pinnacle’s reputation is based upon its ability to positively implement a development initiative with the lowest possible financial exposure. Such efforts have been a hallmark of our ventures and have led to a consistent positive working relationship with financial institutions and public entities.

Pinnacle will assume the financial risk of successful completion once the development plan is underway. The security for this project completion would be demonstrated by Pinnacle posting guarantees where necessary to lenders and equity investors in the implementation of the financing program. The guarantees include but are not limited to Construction Completion and Operating deficits.

Pinnacle's partners have the substantial financial capacity to accept this risk, which is noted by the willingness of lenders and investors to enter into business arrangements with Pinnacle on its many development ventures. Pinnacle is very conservative in its approach to new development ventures, and it recognizes that a failure to properly analyze market risks could collapse the development opportunity, and with it, Pinnacle's high standing in the investment community. Pinnacle accepts its financial risk and takes this process most seriously.

For the Moore’s Creek Redevelopment, Pinnacle is prepared to offer the following scenario for consideration. Pinnacle is open to discussing other options but feel this provides the best value to St. Lucie County, the City of Fort Pierce and the Fort Pierce Redevelopment Agency.

PROPOSED KEY BUSINESS TERMS AND OVERALL FINANCING STRATEGY

Pinnacle will develop the site in two phases:

85 units of affordable rental housing for families and the general population

72 units of affordable rental housing for seniors (age 62)

Pinnacle will attempt to execute both phases simultaneously but will likely only be able to secure financing for each phase sequentially over a period of a year or years, as such is dependent upon the competitive Florida Housing Finance Corporation award process for 9% Housing Tax Credits (HTCs) and other competitive affordable housing resources as further explained below.

The key financial and business strategy points are further delineated below.

- Pinnacle will enter into lease agreements with St. Lucie County, City and FPRA for a 99-year lease for all parcels. The consideration for these leases will be in the form of a capital lease payment of $10,000 for each developed unit in each phase, payable at the closing of construction financing, and then a $1 per year rent payment thereafter. This would result in the up-front payment of $1.57 million to the landowners.

- We will ask that both St. Lucie County and the City of Fort Pierce each designate a respective phase of development its only designated "Local Government Area of Opportunity (LGAO)" in order to apply for 9% Housing Tax Credits to Florida Housing Finance Corporation in the 2025 annual Request for Applications (RFA) cycle (RFA #2025-201) and at least the next two successive cycles thereafter. By way of example, the City could designate the elderly phase of development its LGAO, and the County could designate the family development its LGAO. The required amount of LGAO support can be a loan or grant and in this past cycle, the amount of required LGAO support was $460,000, which means both the City and County would each make a commitment in this amount which is contingent on an award of HTCs, and not funded until construction commencement. This would give us two opportunities in each cycle to prevail.

- These cycles will likely take place in July of each year. As the City of Fort Pierce has learned with the proposed Sunrise Village development, persistence in seeking an award as an LGAO development in crucial. Florida Housing rewards "continuous support" that carries over multiple cycles, leading to much greater probability in later cycles of success.

- We believe a 9% allocation is the best execution of the deal with less government subsidy required, and if at least one phase is financed with 9% HTCs, it will catapult our development plans forward. However, if other soft sources of funding are available and identified and we are only successful in securing one 9% award, we can also attempt to submit an application for the 4% HTCs with State Apartment Incentive Loan (SAIL) Funding. We will also monitor other funding rounds such as those resulting from the additional funding appropriated in the Live Local Act to allow for financial feasibility. An award of the 9% HTCs would be made at the end of Q2, likely in August if the application cycles are held in July.

- Our overall objective is to leverage this opportunity to finance this development using our years of experience in securing HTCs from Florida Housing, as the principals of Pinnacle have been active participants in these application cycles since the 1990s.

- The total projected development cost for both phases combined is $60.53 million.

- We are assuming that zoning and land use amendments will be in place by July of 2025 such that 157 total units will be permitted by right utilizing Live Local Act regulations, as discussed in Addendum #3 to the RFP.

RENT LEVELS AND UNIT MIX

The development will include two phases totaling 157 units. Given market conditions and occupancies of other recent developments in St. Lucie County, we are proposing the units be set aside at 60% AMI or below. The Florida Housing RFAs will require that 10% of the units be at 40% AMI. One half of these 40% AMI units will be set-aside for persons with Special Needs. Pinnacle will enter into a Memorandum of Understanding (MOU) with a Special Needs Household Referral Agency who will refer tenants to the property. The Florida Housing Finance Corporation (FHFC) provides a current list of designated Special Household Referral Agencies for each county. Pinnacle has worked with several agencies across the State and has had great success.

Below is a table of the unit mix for each phase. Note that we have included our proposed four (4) live / work units (with a retail bay on the first floor with a 1-bedroom living area above) in the elderly phase, but that decision is not sacrosanct and can be moved to the family phase if it best fits our overall development plan. Pinnacle has enjoyed success with live / work units on several properties throughout the state and believes this is a more viable option than strictly commercial / retail space, as it will help grow emerging entrepreneurs who will gain access to customers while establishing a business at reduced overhead. We also intend to work closely with community stakeholders to identify candidates for these spaces.

The proposed unit mix for each phase is as follows:

Family Phase

Distribution of Total Units:	**Unit Count**	**% of Total**
40% AMI	9	10%
60% AMI	72	90%
Live / Work Units	0	0%
Total Units	**85**	**100%**

All Units:	**Unit Count**	**Unit Size***	**Total Net Rentable SF***	**Unit Mix %**
1 BD / 1 BA	47	700	32,900	55%
2 BD / 2 BA	34	950	32,300	40%
3 BD / 2 BA	4	1,100	4,400	5%
Common Area			12,000	
Total	**84**		**81,600**	**100%**

Distribution of Total Units:	Unit Count	% of Total
40% AMI	8	11%
60% AMI	60	83%
Live / Work Units	4	6%
Total Units	**72**	**100%**

All Units:	Unit Count	Unit Size*	Total Net Rentable SF*	Unit Mix %
1 BD / 1 BA	49**	700	37,100	68%
2 BD / 2 BA	23	950	21,850	32%
Common Area			11,000	
Total	**72**		**69,950**	**100%**

*All square footages are estimated and subject to final design.

**Includes the 4 live/work spaces which are estimated to be 1,400 square feet each (700 for living space and 700 for work space).

15-YEAR OPERATING PROFORMA

Pinnacle has made the following assumptions in regard to the operating budget for each phase:

- 3 employees: a property manager and maintenance supervisor each making $50k and a porter making $40k. Benefits are assumed to be 30%.
- The Administration line-item also includes marketing.
- Contract services include pest control, landscape, elevator service and security.
- The insurance cost includes property, liability, and windstorm
- Property tax estimates assume the current tax rates based on an income approach
- Replacement Reserves are required by investors and lenders for long-term capital improvements.

Our projected capital sources and uses of funds, rental rates and income projections and 15-year operating pro-forma are included for each phase behind this narrative.

ADDITIONAL CONSIDERATIONS

With respect to the Community Resource/Family Success Center (the "Center"), we reiterate that we cannot afford to finance a public building and imbed those costs into our proposed residential development. It is a public facility building that, given the specifications for the Center as described in Addendum #4, could cost as much as $10 million.

However, we are willing to explore options for developing the building with St. Lucie County under the following parameters:

- Financing sources could be identified, which could include a combination of the following: a) State, County or City capital funding, b) private debt with payment guarantees and debt service made by the County, c) proceeds from the Ground Lease payments set forth above, and d) New Markets Tax Credits.
- Pinnacle could enter into a Design/Build Agreement to construct the facility once all resources are committed.

Overall, our Financial Plan is a sound strategy that meets the needs of the marketplace, and if given a chance to be successful through strategic patience, can reap everlasting rewards for the citizens of Fort Piece and the County at large.

CONFIDENTIALITY AND "TRADE SECRET"

The Pinnacle family of companies has unparalleled financial strength and capabilities to comply with any and all requirements of this RFP, and has leveraged billions of dollars of debt and equity for its many successful developments since its founding. Upon request Pinnacle will provide any relevant financial documents to ascertain its ability to perform the Moore's Creek Model Block project.

We respectfully request ahead of time for protection of the confidentiality and "trade secret" nature of the information that will be provided when requested, pursuant to Florida Statutes, Chapter 119.071. We ask this information not be distributed, disseminated or released other than for the purpose of evaluating our response under this RFP, and not be made available or treated as public records pursuant to 119.071, FS.

Any questions or inquiries concerning this financial information can be directed to Coraly Rodriguez, Partner/CFO at cory@pinnaclehousing.com.

August 20, 2024
City of Ft. Pierce (St. Lucie County)
FAMILY DEMOGRAPHIC
40% at 60% AMI

Phase 1: Development Cost Proforma

MOORES CREEK DEVELOPMENT
COST PROFORMA

	PER UNIT COSTS	TOTAL COSTS	ELIGIBLE BASIS
USES			
Acquisition/Land (capitalized lease)	10,000	850,000	0
Demolition	**3,529**	**300,000**	**0**
Accounting	882	75,000	75,000
Appraisal	138	11,750	11,750
Architect Fees - Design/Superv.	7,059	600,000	600,000
Broker Fees	0	0	0
Building Permits	4,706	400,000	400,000
Engineering Fees	3,529	300,000	286,500
Survey Fees	412	35,000	35,000
Environmental	588	50,000	50,000
Soils	176	15,000	7,500
Finance Fees	3,745	318,316	180,000
Green Certification	353	30,000	30,000
Net Impact Fees	10,765	914,999	914,999
Plan and Cost Review	88	7,500	7,500
Inspection Fees	412	35,000	35,000
Insurance - Bldrs Risk	2,769	235,396	235,396
Insurance - Perm	1,900	161,500	0
Legal Fees	3,529	300,000	25,000
Market Study	88	7,500	0
Property Taxes	1,543	131,138	0
Utility Connection Fees	4,706	400,000	400,000
Tax Credit Fees	6,596	560,698	0
Title Insurance & Recording	**1,765**	**150,000**	**150,000**
Marketing	1,176	100,000	0
Operating Reserve	2,679	227,714	0
Soft Cost Contingency	2,340	198,904	0
Land Loan Interest		0	0
Construction Loan Interest	18,937	1,609,607	871,871
Construction Costs	**230,780**	**19,616,310**	**19,366,310**
Hard Cost Contingency	11,539	980,814	980,814
FFE/Amenities	4,706	400,000	400,000
Washers/Dryers	1,900	161,500	0
Developer Fee	53,301	4,530,550	4,530,550
TOTAL USES	396,638	33,714,195	29,593,189

SOURCES			
TAX CREDIT EQUITY	331,261	28,157,184	$ 0.88
1ST MORTGAGE-CONVENTIONAL	30,000	2,550,000	
2ND MORTGAGE- LGAO	5,412	460,000	
DEFERRED DEVELOPER FEE	29,965	2,547,011	

Phase 1: Operating Proforma

ELI units: 10% at 40% Per RFA
5 of 9 ELI units are Link with special needs
ST. LUCIE COUNTY

MOORES CREEK
OPERATING PROFORMA

85 TOTAL UNITS
85 AFFORDABLE UNITS
0 MARKET UNITS

Size		AMI%	No. Units	2024 Gross Rent	Electric Less: Util. Allow	Max Net Rent	Proforma Net Rent	Annual Income
1BR/1BA40%		40%	5	688	(99)	589	589	35,340
1BR/1BA60%		60%	42	1,032	(99)	933	933	470,232
	47	55.29%						
2BR/2BA40%		40%	4	826	(132)	694	694	33,312
2BR/2BA60%		60%	30	1,239	(132)	1,107	1,107	398,520
	34	40.00%						
3BR/2BA40%		40%	0	954	(161)	793	793	0
3BR/2BA60%		60%	4	1,431	(161)	1,270	1,270	60,960
	4	4.71%						
		100.00%	85					

Gross Rental Income					**998,364**
Plus: Washer/Dryer Rentals	50	MONTH	70%	CAPTURE	35,700
Plus: Other Income	10	MONTH	100%	CAPTURE	10,200
Total:					45,900
Gross Potential Income					1,044,264
Less: Vacancy			**5.0%**		(52,213)
Effective Gross Income					**992,051**
Less: Operating Expenses			$8,483	per unit	(721,028)
Less: Replacement Reserve			$300	per unit	(25,500)
		TOTAL	$8,783	per unit	(746,528)
Net Operating Income					**245,523**
DEBT SERVICE:					
1ST MORTGAGE-CONVENTIONAL			**$2,550,000**	**5.50%**	(164,327) 35 yr Amortization
2ND MORTGAGE- St. Lucie County Funds			**460,000**	**0.00%**	0
Remaining Cash Flow					**$81,196**
Debt Service Coverage					**1.49 X**

Phase 1: 15-Year Operating Proforma

MOORES CREEK **85 units**
15 YEAR OPERATING PROFORMA

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
GROSS RENTAL INCOME	2.00%	998,364	1,018,331	1,038,698	1,059,472	1,080,661	1,102,275	1,124,320	1,146,806	1,169,743	1,193,137	1,217,000	1,241,340	1,266,167	1,291,490	1,317,320
PLUS: OTHER INCOME		45,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855	55,952	57,071	58,212	59,377	60,564
LESS: VACANCY		(52,213)	(53,257)	(54,323)	(55,409)	(56,517)	(57,648)	(58,801)	(59,977)	(61,176)	(62,400)	(63,648)	(64,921)	(66,219)	(67,543)	(68,894)
EFFECTIVE GROSS INCOME		992,051	1,011,892	1,032,130	1,052,772	1,073,828	1,095,304	1,117,210	1,139,555	1,162,346	1,185,593	1,209,304	1,233,490	1,258,160	1,283,323	1,308,990
EXPENSE ASSUMPTIONS:	3.00%															
	PER UNIT															
MANAGEMENT FEE	584	49,603	50,595	51,606	52,639	53,691	54,765	55,861	56,978	58,117	59,280	60,465	61,675	62,908	64,166	65,449
MARKETING/ADMINISTRATION	400	34,000	35,020	36,071	37,153	38,267	39,415	40,598	41,816	43,070	44,362	45,693	47,064	48,476	49,930	51,428
ELECTRIC	200	17,000	17,510	18,035	18,576	19,134	19,708	20,299	20,908	21,535	22,181	22,847	23,532	24,238	24,965	25,714
WATER/SEWER (individually metered? If so, drop to $75/unit)	500	42,500	43,775	45,088	46,441	47,834	49,269	50,747	52,270	53,838	55,453	57,116	58,830	60,595	62,413	64,285
WASTE REMOVAL	225	19,125	19,699	20,290	20,898	21,525	22,171	22,836	23,521	24,227	24,954	25,702	26,473	27,268	28,086	28,928
PAYROLL	2,141	182,000	187,460	193,084	198,876	204,843	210,988	217,318	223,837	230,552	237,469	244,593	251,931	259,488	267,273	275,291
MAINTENANCE/REPAIR	450	38,250	39,398	40,579	41,797	43,051	44,342	45,673	47,043	48,454	49,908	51,405	52,947	54,535	56,171	57,857
CONTRACT SERVICES	833	70,800	72,924	75,112	77,365	79,686	82,077	84,539	87,075	89,687	92,378	95,149	98,004	100,944	103,972	107,091
INSURANCE	1,900	161,500	166,345	171,335	176,475	181,770	187,223	192,839	198,625	204,583	210,721	217,042	223,554	230,260	237,168	244,283
TAXES	1,250	106,250	109,438	112,721	116,102	119,585	123,173	126,868	130,674	134,594	138,632	142,791	147,075	151,487	156,032	160,713
RESERVES	300	25,500	26,265	27,053	27,865	28,700	29,561	30,448	31,362	32,303	33,272	34,270	35,298	36,357	37,448	38,571
	8,783	746,528	768,427	790,974	814,187	838,087	862,692	888,025	914,108	940,961	968,609	997,074	1,026,382	1,056,556	1,087,624	1,119,611
NET OPERATING INCOME	2,889	245,523	243,464	241,155	238,585	235,741	232,612	229,185	225,447	221,385	216,984	212,230	207,109	201,604	195,699	189,379
DEBT SERVICE		(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)
CASH FLOW		81,196	79,137	76,828	74,258	71,414	68,285	64,858	61,120	57,058	52,657	47,903	42,782	37,277	31,372	25,052
Debt Service Coverage - FIRST MORTGAGE ONLY		1.49	1.48	1.47	1.45	1.43	1.42	1.39	1.37	1.35	1.32	1.29	1.26	1.23	1.19	1.15

August 20, 2024
City of Ft. Pierce (St. Lucie County)
ELDERLY DEMOGRAPHIC
40% at 60% AMI

Phase 2: Development Cost Proforma

MOORES CREEK
DEVELOPMENT COST PROFORMA

USES	PER UNIT COSTS	TOTAL COSTS	ELIGIBLE BASIS
Acquisition/Land (capitalized lease)	10,000	720,000	0
Demolition	**4,167**	**300,000**	**0**
Accounting	1,042	75,000	75,000
Appraisal	163	11,750	11,750
Architect Fees - Design/Superv.	6,944	500,000	500,000
Broker Fees	0	0	0
Building Permits	4,861	350,000	350,000
Engineering Fees	4,167	300,000	286,500
Survey Fees	486	35,000	35,000
Environmental	694	50,000	50,000
Soils	208	15,000	7,500
Finance Fees	4,081	293,816	147,000
Green Certification	417	30,000	30,000
Net Impact Fees	11,159	803,471	803,471
Plan and Cost Review	104	7,500	7,500
Inspection Fees	486	35,000	35,000
Insurance - Bldrs Risk	2,773	199,673	199,673
Insurance - Perm	1,900	136,800	0
Legal Fees	4,167	300,000	25,000
Market Study	104	7,500	0
Property Taxes	388	27,922	0
Utility Connection Fees	4,861	350,000	350,000
Tax Credit Fees	7,162	515,698	0
Title Insurance & Recording	**2,083**	**150,000**	**150,000**
Marketing	1,389	100,000	0
Operating Reserve	2,806	202,027	0
Soft Cost Contingency	2,416	173,921	0
Land Loan Interest		0	0
Construction Loan Interest	19,548	1,407,469	762,379
Construction Costs	**231,104**	**16,639,456**	**16,389,456**
Hard Cost Contingency	11,555	831,972	831,972
FFE/Amenities	4,861	350,000	350,000
Washers/Dryers	1,900	136,800	0
Developer Fee	54,046	3,891,291	3,891,291
TOTAL USES	402,043	28,947,066	25,288,493

SOURCES			
TAX CREDIT EQUITY	329,967	23,757,624	$ 0.88
1ST MORTGAGE-CONVENTIONAL	47,222	3,400,000	
2ND MORTGAGE- LGAO	6,389	460,000	
DEFERRED DEVELOPER FEE	18,464	1,329,442	

Phase 2: Operating Proforma

ELI units: 10% at 40% Per RFA
7 of 13 ELI units are Link with special needs
ST. LUCIE COUNTY

MOORES CREEK, LLC
OPERATING PROFORMA

72 TOTAL UNITS
72 AFFORDABLE UNITS
4 MARKET UNITS

Size		AMI%	No. Units	2024 Gross Rent	Electric Less: Util. Allow	Max Net Rent	Proforma Net Rent	Annual Income
1BR/1BA40%		40%	5	688	(99)	589	589	35,340
1BR/1BA60%		60%	40	1,032	(99)	933	933	447,840
1BR/1BA LIVEWORK MR		MR	4	2,000	0	2,000	2,000	96,000
	49	68.06%						
2BR/2BA40%		40%	3	826	(132)	694	694	24,984
2BR/2BA60%		60%	20	1,239	(132)	1,107	1,107	265,680
2BR/2BA LIVEWORK MR		MR	0	2,500	0	2,500	2,500	0
	23	31.94%						
		100.00%	72					
Gross Rental Income								869,844
Plus: Washer/Dryer Rentals			50	MONTH	70%	CAPTURE		30,240
Plus: Other Income			10	MONTH	100%	CAPTURE		8,640
Total:								38,880
Gross Potential Income								908,724
Less: Vacancy					5.0%			(45,436)
Effective Gross Income								863,288
Less: Operating Expenses					$7,881	per unit		(567,404)
Less: Replacement Reserve					$300	per unit		(21,600)
				TOTAL	$8,181	per unit		(589,004)
Net Operating Income								274,283
DEBT SERVICE:								
1ST MORTGAGE-CONVENTIONAL					$3,400,000		5.50%	(219,103) 35 yr Amortization
2ND MORTGAGE- LGAO					460,000		0.00%	0
Remaining Cash Flow								$55,181
Debt Service Coverage								1.25 X

Phase 2: 15-Year Operating Proforma

MOORES CREEK **72 units**
15 YEAR OPERATING PROFORMA

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
GROSS RENTAL INCOME	2.00%	869,844	887,241	904,986	923,085	941,547	960,378	979,586	999,177	1,019,161	1,039,544	1,060,335	1,081,542	1,103,173	1,125,236	1,147,741
PLUS: OTHER INCOME		38,880	39,658	40,451	41,260	42,085	42,927	43,785	44,661	45,554	46,465	47,395	48,342	49,309	50,295	51,301
LESS: VACANCY		(45,436)	(46,345)	(47,272)	(48,217)	(49,182)	(50,165)	(51,169)	(52,192)	(53,236)	(54,300)	(55,386)	(56,494)	(57,624)	(58,777)	(59,952)
EFFECTIVE GROSS INCOME		863,288	880,554	898,165	916,128	934,450	953,139	972,202	991,646	1,011,479	1,031,709	1,052,343	1,073,390	1,094,858	1,116,755	1,139,090
EXPENSE ASSUMPTIONS:	3.00%															
	PER UNIT															
MANAGEMENT FEE	600	43,164	44,028	44,908	45,806	46,723	47,657	48,610	49,582	50,574	51,585	52,617	53,669	54,743	55,838	56,954
MARKETING/ADMINISTRATION	400	28,800	29,664	30,554	31,471	32,415	33,387	34,389	35,420	36,483	37,577	38,705	39,866	41,062	42,294	43,563
ELECTRIC	200	14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789	19,352	19,933	20,531	21,147	21,781
WATER/SEWER	500	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453
WASTE REMOVAL	225	16,200	16,686	17,187	17,702	18,233	18,780	19,344	19,924	20,522	21,137	21,771	22,425	23,097	23,790	24,504
PAYROLL	2,528	182,000	187,460	193,084	198,876	204,843	210,988	217,318	223,837	230,552	237,469	244,593	251,931	259,488	267,273	275,291
MAINTENANCE/REPAIR	450	32,400	33,372	34,373	35,404	36,466	37,560	38,687	39,848	41,043	42,275	43,543	44,849	46,195	47,580	49,008
CONTRACT SERVICES	983	70,800	72,924	75,112	77,365	79,686	82,077	84,539	87,075	89,687	92,378	95,149	98,004	100,944	103,972	107,091
INSURANCE	1,900	136,800	140,904	145,131	149,485	153,970	158,589	163,346	168,247	173,294	178,493	183,848	189,363	195,044	200,895	206,922
TAXES - ELDERLY	95	6,840	7,045	7,257	7,474	7,698	7,929	8,167	8,412	8,665	8,925	9,192	9,468	9,752	10,045	10,346
RESERVES	300	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796	31,720	32,672
	8,181	589,004	606,243	623,990	642,261	661,070	680,435	700,372	720,897	742,028	763,783	786,180	809,240	832,980	857,422	882,586
NET OPERATING INCOME	3,809	274,283	274,311	274,175	273,867	273,380	272,704	271,831	270,750	269,452	267,926	266,163	264,150	261,877	259,333	256,503
DEBT SERVICE		(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)
CASH FLOW		55,181	55,208	55,072	54,765	54,278	53,602	52,728	51,647	50,349	48,823	47,060	45,048	42,775	40,230	37,401
Debt Service Coverage - FIRST MORTGAGE ONLY		1.25	1.25	1.25	1.25	1.25	1.24	1.24	1.24	1.23	1.22	1.21	1.21	1.20	1.18	1.17

FINANCIAL CAPACITY

FINANCIAL CAPACITY
Letter of Reference

SEE NEXT PAGE

BANK OF AMERICA

Nicole Baldon
Senior Vice President
Senior Relationship Manager

Community Development Banking
101 E Kennedy Blvd, FL1-400-06-08
Tampa, FL 33602-5179
T 813.225.8428 M 704.737.3023
Nicole.Baldon@BofA.com

August 20, 2024

St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Re: Request for Proposals No. 24-044, Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

To whom it may concern:

I am pleased to provide a letter of reference for Pinnacle Communities. Pinnacle has an excellent relationship with Bank of America. Pinnacle's leadership has proven to have good character and reliable execution.

All of Pinnacle entities are in good standing on all existing credit facilities with the Bank. The Bank has been a tax credit equity partner on several deals developed by Pinnacle. Pinnacle has personally guaranteed six loans in excess of $284 million dollars. Bank of America has stringent underwriting requirements, and Pinnacle has met or exceeded all the required criteria for creditworthiness. Based on our analysis, we believe that Pinnacle is capable, competent real estate developer with the financial strength knowledge and commitment necessary to get projects completed. The Bank has cultivated a strong business relationship with Pinnacle.

If you have any further questions, please contact my office.

Sincerely,

Nicole Baldon

Nicole Baldon
Senior Vice President, Senior Relationship Manager
Community Development Banking
Bank of America, N.A
704.737.3023

August 19, 2024
VIA ELECTRONIC MAIL

St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Re: Request for Proposals No. 24-044, Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

Ladies and Gentlemen,

Citibank, N.A. ("Citi") is providing this letter in support of Pinnacle Communities, LLC's ("Pinnacle" or "Sponsor") response to Request for Proposals No. 24-044, Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project) (the "RFP").

Citi Community Capital ("CCC"), a line of business within Citi, finances both flow project finance and highly structured transactions for non-profit and for-profit affordable housing developers, Community Development Financial Institutions, and state and local government agencies. CCC has been ranked #1 among affordable housing lenders in the U.S. the last 13 years. In 2022 alone, CCC closed approximately 189 transactions in more than 20 states. These transactions financed new construction or rehabilitation of both affordable and mixed-income multifamily developments as well as mixed-use projects. CCC has closed 15 deals with Pinnacle since 2014 totaling more than $200 million in construction and permanent financing.

Based on Citi's preliminary review of the RFP and discussions with the Sponsor, Citi supports its submission under the RFP and may be interested in providing debt financing to the project (the "Project"), subject to Citi's internal loan review, underwriting and credit approval process.

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to Citi in its sole discretion. Furthermore, any such commitment would be subject to, among other things, (a) the satisfactory completion of Citi's customary due diligence review; (b) approval by Citi internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to Citi and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in Citi's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither Citi nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to the Sponsor, the Project or any other person, claiming through the Sponsor or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, Citi will be acting solely as a principal and not as your agent, advisor or fiduciary. Citi has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and Citi will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the Project. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with the Project, if you have not already done so.

CONTINUED ON NEXT PAGE

Citi acknowledges that Pinnacle may utilize this letter in connection with the submission of the RFP.

Please feel free to contact Adam Hurwitz at 561.347.3231 / adam.r.hurwitz@citi.com with any specific questions or concerns.

Sincerely,
Citibank, N.A.

Adam Hurwitz
Authorized Signatory

LICENSES

LICENSES
PC BUILDING



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CSONKA, CURTIS E

PC BUILDING, LLC
9100 S DADELAND BLVD, SUITE 700
MIAMI FL 33156

LICENSE NUMBER: CGC1531515
EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 06/18/2024

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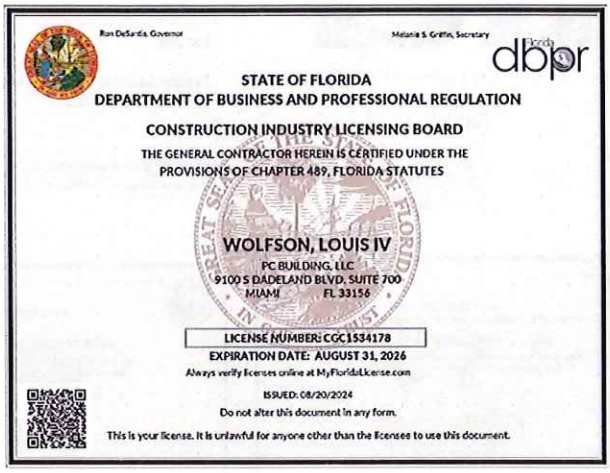

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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WOLFSON, LOUIS IV

PC BUILDING, LLC
9100 S DADELAND BLVD, SUITE 700
MIAMI FL 33156

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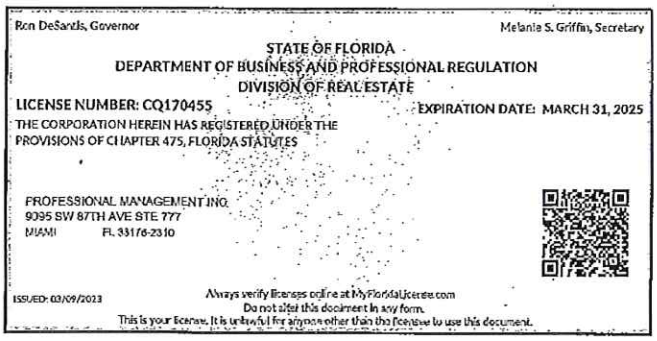
PROFESSIONAL MANAGEMENT INC



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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: CQ170455
EXPIRATION DATE: MARCH 31, 2025

THE CORPORATION HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PROFESSIONAL MANAGEMENT INC
9095 SW 87TH AVE STE 777
MIAMI FL 33176-2310

ISSUED: 03/09/2023

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DIVISION OF REAL ESTATE

LICENSE NUMBER: BO2011098
EXPIRATION DATE: MARCH 31, 2025

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PROFESSIONAL MANAGEMENT INC
1950 LEE ROAD #216
WINTER PARK FL 32789

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LICENSE NUMBER: CQ71097
EXPIRATION DATE: MARCH 31, 2025

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PROPERTY PROFESSIONALS INC
9095 SW 87TH AVE
MIAMI FL 33176-2310

ISSUED: 03/09/2023

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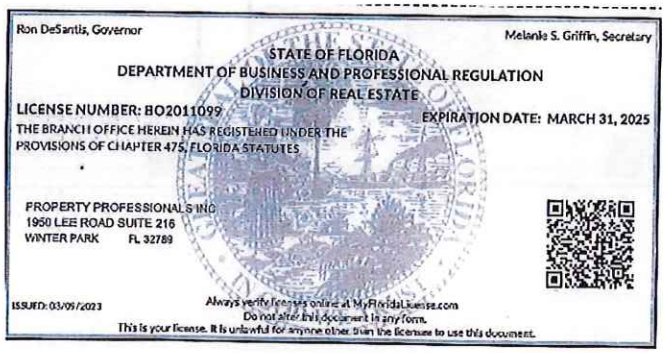

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DIVISION OF REAL ESTATE

LICENSE NUMBER: BO2011099
EXPIRATION DATE: MARCH 31, 2025

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PROPERTY PROFESSIONALS INC
1950 LEE ROAD SUITE 216
WINTER PARK FL 32789

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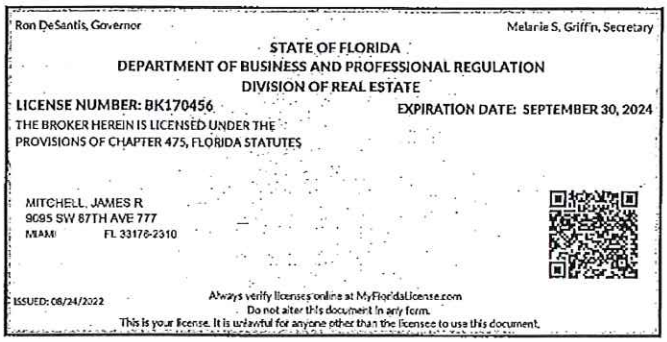

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BK170456
EXPIRATION DATE: SEPTEMBER 30, 2024

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MITCHELL, JAMES R
9095 SW 87TH AVE 777
MIAMI FL 33176-2310

ISSUED: 08/24/2022

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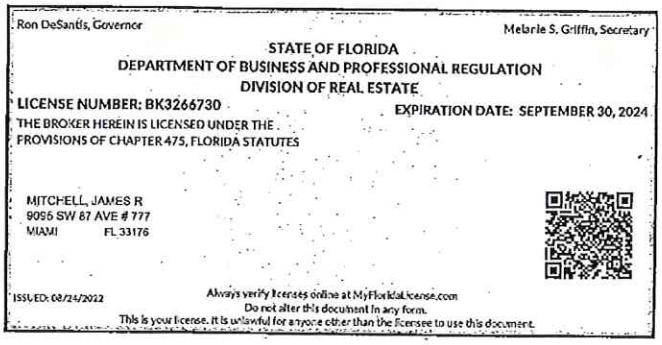

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BK3266730
EXPIRATION DATE: SEPTEMBER 30, 2024

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MITCHELL, JAMES R
9095 SW 87 AVE # 777
MIAMI FL 33176

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KEITH

AICP

Michael Joseph Vonder Meulen

HAS QUALIFIED AS A

MEMBER

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1991

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS7501

Professional Surveyor and Mapper
LUIS M SANTALIZ

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Ron DeSantis, Governor | Melanie S. Griffin, Secretary | dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PHILLIPS, MICHAEL J
470 NW 8TH STREET
BOCA RATON FL 33432

LICENSE NUMBER: LA0015540
EXPIRATION DATE: NOVEMBER 30, 2025

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SCHUELER, KELLI BETH
3100 NW 51ST TER
MARGATE FL 33063

LICENSE NUMBER: LA0667545
EXPIRATION DATE: NOVEMBER 30, 2025

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VALLE PELLOT, JORGE
1231 SW CENTURY AVE
PORT ST LUCIE FL 34953

LICENSE NUMBER: PE77039
EXPIRATION DATE: FEBRUARY 28, 2025

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TERRACON

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

HARRISON, STEVEN ADAM
457 SW 169TH TERRACE
WESTON FL 33326

LICENSE NUMBER: MRSA358
EXPIRATION DATE: JULY 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor | Melanie S. Griffin, Secretary | dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

HARRISON, STEVEN ADAM
457 SW 169 TERRACE
WESTON FL 33326

LICENSE NUMBER: PG1290
EXPIRATION DATE: JULY 31, 2024

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Professional Wetland Scientist

Gary K. Horak

Ron DeSantis, Governor | Melanie S. Griffin, Secretary | dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ZYSCOVICH, BERNARD
ZYSCOVICH, LLC
100 BISCAYNE BLVD 27TH FLOOR
MIAMI FL 33132

LICENSE NUMBER: AR0007410
EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor | Melanie S. Griffin, Secretary | dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ZYSCOVICH, LLC
100 BISCAYNE BLVD FL 27
MIAMI FL 331322306

LICENSE NUMBER: AA

EXPIRATION DATE: DOES NOT EXPIRE

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INSURANCE

LICENSES
Pinnacle

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 22930 Nine Mile Road Saint Clair Shores MI 48080	CONTACT NAME: Carol Butler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: carol_butler@ajg.com
INSURED PINNHOU-01 Pinnacle at Peacefield LTD c/o Pinnacle 9400 Dadeland STE 100 Miami FL 33156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Everest Indemnity Insurance Company — 10851 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 1677068513 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			CF3GL00409-231	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG General Agg Cap	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CF3GL00409-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	GL - Self Insured Retention			CF3GL00409-231	9/1/2023	9/1/2024	SIR	250,000

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

Terrorism Coverage is included for policies listed. Policy Cancellation Clause: 30 days notice, 10 days for non-payment of premium.

RE: Pinnacle at Peacefield, LTD. –2314, 2216, & 2122 Adams St, Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2018 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
Hollywood FL 33020
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

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

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

PRODUCER	CONTACT NAME: MATT SPOWSKI
State Farm MATT SIPOWSKI MATT SIPOWSKI STATE FARM 3198 N FEDERAL HWY BOCA RATON, FL 33487	PHONE (A/C, No, Ext): 561-977-5555 FAX (A/C, No): 561-977-2625 E-MAIL ADDRESS: MATT.SPOWSKI.SM7D@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Florida Insurance Company	10739
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Pinnacle at Peacefield LTD
C/O PINNACLE COMMUNITIES
9400 S DADELAND BLVD STE 100
MIAMI, FL 33156

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	98-CSB3207	09/01/2023	09/01/2024	AGGREGATE	$ 10,000,000
	DED ☐ RETENTION $						DED	$ 0
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: Pinnacle at Peacefield, LTD. -2314, 2216 & 2122 Adams St. Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2010 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
HOLLYWOOD, FL 33020

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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1001486 132849.14 (4-13-2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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

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PRODUCER Fortun Insurance LLC 1000 E Broward Blvd Ft Lauderdale FL 33301	**CONTACT NAME:** Shelley Browning **PHONE (A/C, No, Ext):** (954) 828-9948 **FAX (A/C, No):** (954) 828-9949 **E-MAIL ADDRESS:** shelley.browning@fortuninsurance.com
INSURED Pinnacle Communities LLC; *See full covered entities list in description box below 9100 South Dadeland Blvd., Suite 700 Miami FL 33156	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Technology Insurance Company /AmTrust — 42376 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 2024-25--- **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4409769	04/07/2024	04/07/2025	☒ PER STATUTE ☒ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
							Each Accident Disease Each Employee Disease Policy Limit	

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

COVERED ENTITIES: Pinnacle Communities LLC; Pinnacle Housing Group LLC; PCDS Construction LLC; PC Building LLC; PHG Builders LLC; Pinnacles Communities II LLC

Project: Casanas Village at Frenchtown Square 448 W Georgia Street Tallahassee FL 32301

CERTIFICATE HOLDER	CANCELLATION
City of Tallahassee 300 S Adams Street Tallahassee FL 32301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Professional Management, Inc.

PROFEMAN11

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2024

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PRODUCER	CONTACT NAME: USI Insurance Services
Commercial Lines - 305-443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): 305-443-4886 FAX (A/C, No): E-MAIL ADDRESS: miagcerts@usi.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Professional Management, Inc., et al 9095 SW 87th Avenue Suite 777 Miami, FL 33176	INSURER A: Century Surety Company 36951 INSURER B: See attached INSURER C: Federal Insurance Company 20281 INSURER D: Evanston Insurance Company 35378 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 741490 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CCP5001076	8/6/2024	8/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			93649174	9/8/2023	9/8/2024	EACH OCCURRENCE AGGREGATE	$ $10,000,000 $ $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Employment Practice			MKLV2MTD000207	10/03/2023	10/03/2024	Limit $1,000,000 Deductible $25,000	

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

Unit Owner Name: n/a
Address: n/a

CERTIFICATE HOLDER

Professional Management, Inc.
9095 SW 87th Avenue, Suite 777
Miami, FL 33176

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

This certificate replaces certificate #24700 issued on 1/8/2024

Professional Management, Inc.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/20/2024

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

AGENCY	PHONE (A/C, No, Ext):	COMPANY
Commercial Lines - 305-443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133		—
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
Professional Management, Inc., et al 9095 SW 87th Avenue Suite 777 Miami, FL 33176	EFFECTIVE DATE / EXPIRATION DATE	☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Bldg:
Location: 9095 SW 87th Avenue
Total # Units: 0

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

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
see attached for coverage information.		

REMARKS (Including Special Conditions)

Unit Owner Name: n/a
Address: n/a

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS			
Professional Management, Inc. 9095 SW 87th Avenue, Suite 777 Miami, FL 33176	☐ ADDITIONAL INSURED ☐ MORTGAGEE	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	LOAN #		
	AUTHORIZED REPRESENTATIVE		

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741490
This certificate replaces certificate# 724790 issued on 1/8/2024

ZYSCOVICH

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2024

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

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PRODUCER	CONTACT NAME: Mayelyn Sala
RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017	PHONE (A/C, No, Ext): (786) 201-1290 FAX (A/C, No): E-MAIL ADDRESS: msala@risk-strategies.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co A+(XV)	19682
INSURER B:	Hartford Casualty Insurance Co A+(XV)	29424
INSURER C:	Transportation Insurance Co A(XV)	20494
INSURER D:	Allied World Assurance Company A(XV)	19489
INSURER E:	Trumbull Insurance Company A+(XV)	27120
INSURER F:		

INSURED: Zyscovich, LLC, 100 N Biscayne Blvd, 27th Floor, Miami FL 33132

COVERAGES **CERTIFICATE NUMBER:** CL244137941 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			10UUNOL5867	04/02/2024	04/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10UENOL5868	04/02/2024	04/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible	$ 1,000,000 $ $ $ $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			10RHUOL5869	04/02/2024	04/02/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 736521746	01/01/2024	01/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Pollution Liability			0313-5660	10/06/2023	10/06/2024	Per Claim Aggregate Deductible	$5,000,000 $10,000,000 $50,000

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

This certificate is issued as evidence of insurance coverage only.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

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ABNEY & ABNEY, INC.

Client#: 1053313 ABNEYABN

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 3/28/2024

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E :	
INSURER F :	

INSURED
Abney & Abney, Inc.
DBA: Abney + Abney Green Solutions
PO Box 919
Palm City, FL 34991

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6604106N924	04/03/2024	04/03/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6604106N924	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000	X	X	CUP7K870355	04/03/2024	04/03/2025	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB4R037087	04/03/2024	04/03/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			C15SCL241501	04/03/2024	04/03/2025	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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KEITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2024

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

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

PRODUCER	CONTACT NAME:
Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.Certs@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Transportation Insurance Company	20494
INSURER B:	The Continental Casualty Company	20443
INSURER C:	The Continental Insurance Company	35289
INSURER D:	National Fire Insurance Company of Hartford	20478
INSURER E:	Arch Insurance Company	11150
INSURER F:		

INSURED: KEITH & Associates, Inc., dba Keith
301 East Atlantic Blvd
Pompano FL 33060

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL/BA/WC/Umb/Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036722272	02/19/2024	02/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7036722417	02/19/2024	02/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036722286	02/19/2024	02/19/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC736723311	02/19/2024	02/19/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability\Pollution Liability			CPP006493604	02/19/2024	02/19/2025	Per Claim Aggregate	2,000,000 6,000,000

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TERRACON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY): 3/21/2024

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

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PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com
INSURED 1312891	TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Allied World Assurance Company (U.S.) Inc.	19489
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Travelers Indemnity Company of America	25666
INSURER E : Lloyds of London	
INSURER F :	

COVERAGES ***MAIN **CERTIFICATE NUMBER:** 13881552 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	TC2J-GLSA-9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X CONTRACTUAL LIAB						MED EXP (Any one person)	$ 25,000
	X XCU COVERAGE						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB [X] OCCUR	N	N	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ $0							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	UB-1T88663A (AOS)	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		UB-1T885681 (AZ, MA, WI)	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	CONTRACTORS POLLUTION LIAB	N	N	0312-6506	4/1/2023	4/1/2025	$10,000,000 EACH OCCURANCE/AGGREGATE	
E	PROFESSIONAL LIABILITY			LDUSA2405180	4/1/2024	4/1/2025	$1,000,000 EACH CLAIM/$1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

13881552
SPECIMEN

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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ACORD 25 (2016/03)

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ATTACHMENTS, FORMS AND ADDENDUMS

PART VI: FORMS & ATTACHMENTS

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

PROPOSAL COVER PAGE
SUBMIT ONE (1) UNBOUND HARD-COPY ORIGINAL DOCUMENT, AND FIVE (5) BOUND HARD COPIES, IN A SEALED PACKAGE TO:

PURCHASING DIVISION
ST. LUCIE COUNTY, FL
2300 Virginia Ave., Room 228
FORT PIERCE, FLORIDA 34982

DATE: 8/20/2024

FULL LEGAL COMPANY NAME: Pinnacle Communities II, LLC

CONTACT NAME & TITLE: Tim Wheat, Partner

CONTACT PHONE NUMBER: 305-710-8603

CONTACT EMAIL ADDRESS: TWheat@PinnacleHousing.com

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT A

AFFIDAVIT

TO: ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS FORT PIERCE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP this sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the Proposer, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, personally appeared David O. Deutch who, being duly sworn, deposes and says he is President (Title) of Pinnacle Communities II, LLC (Proposer) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **Request for Proposals No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)**

The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his Proposer or corporation under the same or different name and that such respondent has no financial interest in the Proposer of another respondent for the same work, that neither he, his Proposer, association nor corporation directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposer's RFP on the above described project. Furthermore, neither the Proposer nor any of its officers are debarred from participating in public contract lettings in any other state.

Pinnacle Communities II, LLC
(Respondent Proposer)

David O. Deutch, President
(Signature – Authorized Representative)

President
(Title)

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Subscribed and sworn to before me this 16 day of August, 2024, by David O. Deutch who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires: Nov. 6 2026

MILDRETD CARDOZO
Notary Public - State of Florida
Commission # HH 329518
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT B

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {***Respondent***} Pinnacle Communities II, LLC,
being of lawful age and being duly sworn I, {***Affiant***} David O. Deutch, as
{***Position/Title***} President *(ex. CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 16 day of August, 2024.

Signature of Affiant

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Subscribed and sworn to before me this 16 day of August, 2024, by David O. Deutch
✓ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:
Nov. 6 2026

MILDRETD CARDOZO
Notary Public - State of Florida
Commission # HH 329518
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT C

St. Lucie County Board of County Commissioners Drug-Free Workplace Form

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

Pinnacle Communities II, LLC does:

Name of Proposer

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

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

3. Give each employee engaged in providing the contractual services that are described in St. Lucie County's Request for Proposal to provide ARP Compliance and Oversite Services, a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.

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

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

8-16-24

Date

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT D

Conflict of Interest Disclosure Form

Project (RFP) Number/Description: Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Proposer's professional judgment in completing work for the benefit of St. Lucie County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Proposers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Proposers, therefore, must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Proposer's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: Pinnacle Communities II, LLC

Authorized Representative(s):

Signature	David O. Deutch, President Print Name/Title
Signature	Print Name/Title

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT E

CLAIMS/LIENS/LITIGATION HISTORY

Respondents must provide accurate and factual information related to the questions provided below. Failure to appropriately disclose the information requested, including any and all explanations and/or details related to the answers provided may result in a Respondent being removed from further consideration under this RFP. Respondents may attach additional pages and/or documents as necessary to provide information as required.

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes_____ No x If yes, please attach additional sheet(s) to include:

   Description o f every action.
   Captions o f the Litigation or Arbitration;
   Amount at issue:
   Name (s) of the attorneys representing all parties:
   Amount actually recovered, if any:
   Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
   Mechanic's Lien filed on May 16, 2024 by From Green to Greener, Inc. against an affiliate of Pinnacle, Berkeley Landing LLC (Owner). This lien was bonded on June 13, 2024 and will be contested by Owner and its General Contractor, PCDS Construction, LLC and a counter-claim is expected to be filed.

5. Have you ever abandoned a contract, been terminated for cause?
   Yes_____ No X if yes, please explain in detail:
   NONE

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No X if no, please explain why?
   NONE

7. List the status of all pending claims currently filed against your company:
NONE

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes_____No_X_____If yes, please explain each instance in detail: NONE

ATTACHMENT F

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Proposer shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Proposer") agrees as follows:

(1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: David O Deutch, President

TITLE: President

NAME OF PROPOSER: Pinnacle Communities II, LLC

DATE: 8/20/2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Respondent certifies that, the Proposer or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Lucie County.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: _____

TITLE: President

NAME OF PROPOSER: Pinnacle Communities II, LLC

DATE: 8/20/2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT H

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Proposer] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer, Pinnacle Communities II, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: David O Deutch, President

TITLE: President

NAME OF PROPOSER: Pinnacle Communities II, LLC

DATE: 8/20/2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT I

NON-COLLUSION CERTIFICATION

St. Lucie County requires, as a matter of policy, that any Proposer receiving a contract or award resulting from this Request for Proposal issued by St. Lucie County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our Proposer, partnership or corporation, that no members of the elected governing body of St. Lucie County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: David O. Deutch, President

TITLE: President

DATE: 8/20/2024

NAME OF PROPOSER/PARTNERSHIP/CORPORATION:

Pinnacle Communities II, LLC

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT J
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, David O. Deutch (hereinafter "Affiant"), being duly authorized by and on behalf of Pinnacle Communities II, LLC (hereinafter "Proposer") hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No._____(hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Lucie County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Lucie County for any costs incurred by the St. Lucie County resulting from Proposer's breach.

DATED this 16 day of August, 2024.

David O. Deutch, President
Signature of Affiant

David O. Deutch, President
Printed Name & Title of Affiant

Pinnacle Communities II, LLC
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16 day of August, 2024, by {*insert name and title of Affiant*}, who is personally known to me or has produced_____as identification.

MILDRETD CARDOZO
Notary Public - State of Florida
Commission # HH 329518
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Notary Public
My Commission Expires: Nov. 6 2026

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT K

Respondents must submit proof of insurance coverages in the amount(s) stated herein, or a letter from an insurance provider attesting to the Respondent's ability to obtain coverages in the amount(s) stated herein upon award.

Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 22930 Nine Mile Road Saint Clair Shores MI 48080	CONTACT NAME: Carol Butler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: carol_butler@ajg.com
INSURED PINNHOU-01 Pinnacle at Peacefield LTD c/o Pinnacle 9400 Dadeland STE 100 Miami FL 33156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Company — 10851 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1677068513 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CF3GL00409-231	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							General Agg Cap	$ 5,000,000
A	AUTOMOBILE LIABILITY			CF3GL00409-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	GL - Self Insured Retention			CF3GL00409-231	9/1/2023	9/1/2024	SIR	250,000

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

Terrorism Coverage is included for policies listed. Policy Cancellation Clause: 30 days notice, 10 days for non-payment of premium.

RE: Pinnacle at Peacefield, LTD. –2314, 2216, & 2122 Adams St, Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2018 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
Hollywood FL 33020
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

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

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

PRODUCER StateFarm MATT SIPOWSKI MATT SIPOWSKI STATE FARM 6198 N FEDERAL HWY BOCA RATON, FL 33487	CONTACT NAME: MATT SIPOWSKI PHONE (A/C, No, Ext): 561-997-5555 FAX (A/C, No): 561-977-2625 E-MAIL ADDRESS: MATT.SIPOWSKI.SM7D@STATEFARM.COM
INSURED Pinnacle at Peacefield LTD C/O PINNACLE COMMUNITIES 9400 S DADELAND BLVD STE 100 MIAMI, FL 33156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Florida Insurance Company — 10739 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	98-CSB3207	09/01/2023	09/01/2024	AGGREGATE	$ 10,000,000
	DED ☐ RETENTION $						DED	$ 0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: Pinnacle at Peacefield, LTD. –2314, 2216, & 2122 Adams St, Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2018 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
HOLLYWOOD, FL 33020

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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

PRODUCER	CONTACT NAME: Shelley Browning
Fortun Insurance LLC 1000 E Broward Blvd. Ft Lauderdale FL 33301	PHONE (A/C, No, Ext): (954) 828-9948 FAX (A/C, No): (954) 828-9949 E-MAIL ADDRESS: shelley.browning@fortuninsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pinnacle Communities LLC; *See full covered entities list in description box below 9100 South Dadeland Blvd., Suite 700 Miami FL 33156	INSURER A: Technology Insurance Company /AmTrust	42376
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024-25--- **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4409759	04/07/2024	04/07/2025	☒ PER STATUTE ☒ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
							Each Accident Disease Each Employee Disease Policy Limit	

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

COVERED ENTITIES: Pinnacle Communities LLC; Pinnacle Housing Group LLC; PCDS Construction LLC; PC Building LLC; PHG Builders LLC; Pinnacles Communities II LLC

Project: Casanas Village at Frenchtown Square 448 W Georgia Street Tallahassee FL 32301

CERTIFICATE HOLDER

City of Tallahassee
300 S Adams Street
Tallahassee FL 32301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

OPTIONAL PROPOSAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. LUCIE COUNTY USE
1	Proposal Cover Page & Cover Letter	x	
2	Company and Staff Qualifications	x	
	Attachment E - Claims/Liens/Litigation History	x	
3	Pricing	x	
4	Past Performance/Related Experience	x	
5	Approach and Methodology	x	
6	Socioeconomic Business Enterprise	x	
7	Administrative Information (include the following):	x	
8	Attachment A - RFP Affidavit	x	
	Attachment B - RFP Affidavit of Solvency	x	
	Attachment C - Drug Free Workplace Form	x	
	Attachment D - Conflict of Interest Disclosure Form	x	
	Attachment E – Claims/liens/Litigation History	x	
	Attachment F – Equal Opportunity Report Statement	x	
	Attachment G - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions	X	
	Attachment H – Byrd Anti-Lobbying Compliance	x	
	Attachment I - Non-Collusion Certification	x	
	Attachment J - E-Verify Affidavit	x	
	Attachment K - Proof of Insurance with Limits	x	
	Acknowledged Addenda	x	

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

May 9, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

The due date for RFP No. 24-044 has been changed to:

Wednesday, August 21, 2024, at 3:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org.

Name of Firm: Pinnacle Communities II, LLC

Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:51:43 -04'00'

Date: 8/20/2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 6, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

A Future Land Use (FLU) change is being initiated to change the FLU of the properties identified in the RFP to General Commercial. The General Commercial Land Use promotes mixed use and may permit certain development at a higher density under the LIVE LOCAL ACT. The LIVE LOCAL ACT allows development proposals for residential and mixed-use projects to be considered administratively by the City. Note that the proposed FLU change is contingent upon approval from local and state agencies."

Please sign and include in RFP proposal.

Name of Firm: Pinnacle Communities II, LLC

Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:52:16 -04'00'

Date: 8/20/2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 27, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

Name of Firm: Pinnacle Communities II, LLC

Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:52:56 -04'00'

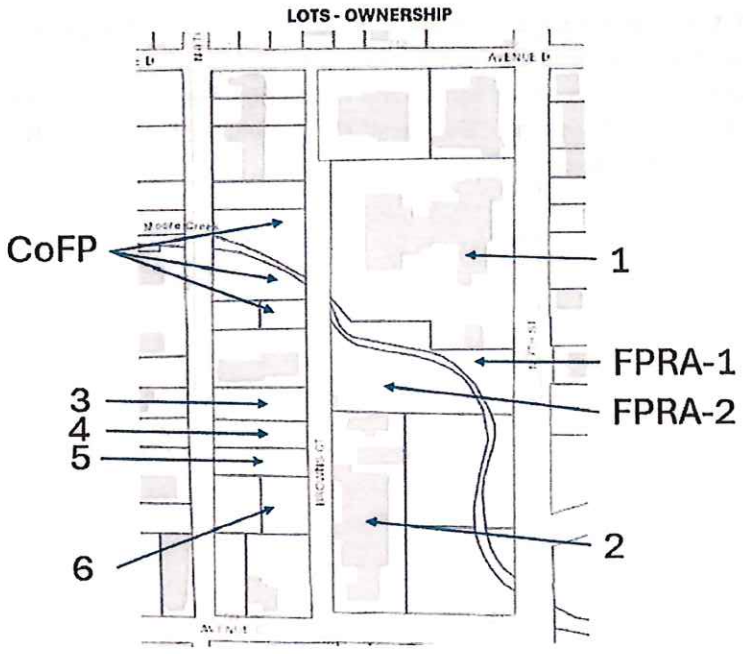
Date: 8/20/2024

Q1: I am reaching out to ask for clarity about addendum two. What is the implication of the land use change on all the 11 parcels? Will staff give direction on how the City and County interpret the Live Local Act?

A1: Please refer to the attached Review Standards, Map, and Table. The Future Land Use Change will allow the use of the provisions of the 'Live Local' Act. Any proposed development (having the benefit of a Commercial Land Use) can utilize the State Statute to fast track the approval process. The benefits are, high density, lower parking rate, reviewed administratively (No Planning Board or City Commission hearings).

An <u>ESTIMATED</u> housing unit yield calculation table is attached. The table identifies the maximum unit counts available under different zoning and future land use situations for 11 lots, these counts do not account for any existing site constraints or land development/stormwater requirements. The 'Existing Zoning column' shows what is permitted at present. An alternative 'Innovative Residential' development pathway is available (A mini-Planned Development). Changing the Future Land Use of all lots to High Density with an R-5 zoning increase provides the same yield as a Planned Development option without the option of a flexible site design (both options allow for an additional 40 units to be permitted based on local affordability standards). The final column calculates the potential unit yield using the provisions of 'Live Local'.

The City will use the attached Review Standards to assess 'Live Local' submittals. The Review will be based on the city's R-5 zoning district.



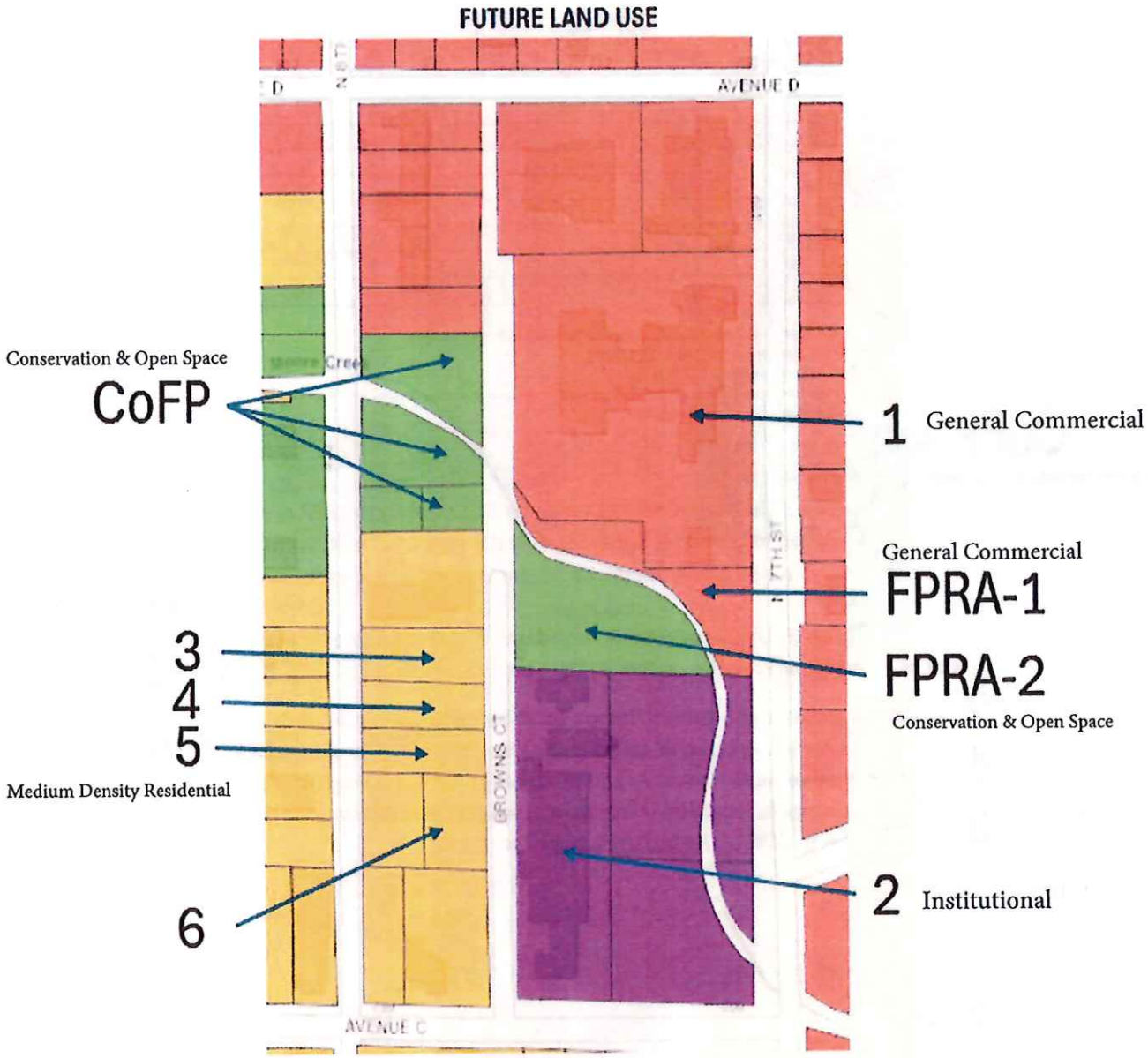
	+/- Acres	FLU/Zoning	Estimated Unit Yield				
			Existing Zoning [A]	Innovative Residential	FLU to High Density [B]	Planned Development [D]	Live Local Act [C]
Property 1	2.3	CG-C3	21	34	41	41	69
Property 2	0.96	INST-C3	0	0	17	17	28
Property 3	0.16	RM-R4	1	1	2	2	4
Property 4	0.17	RM-R4	2	2	3	3	5
Property 5	0.17	RM-R4	2	2	3	3	5
Property 6	0.18	RM-R4	2	2	3	3	5
FPRA-1	0.25	CG-C3	2	2	4	4	7
FPRA-2	0.46	COS-C3	0	0	8	8	13
CoFP	0.59	COS-OS/R-4	2	4	10	10	17
UNIFIED[E]	5.24	-	32	47	94	94	157

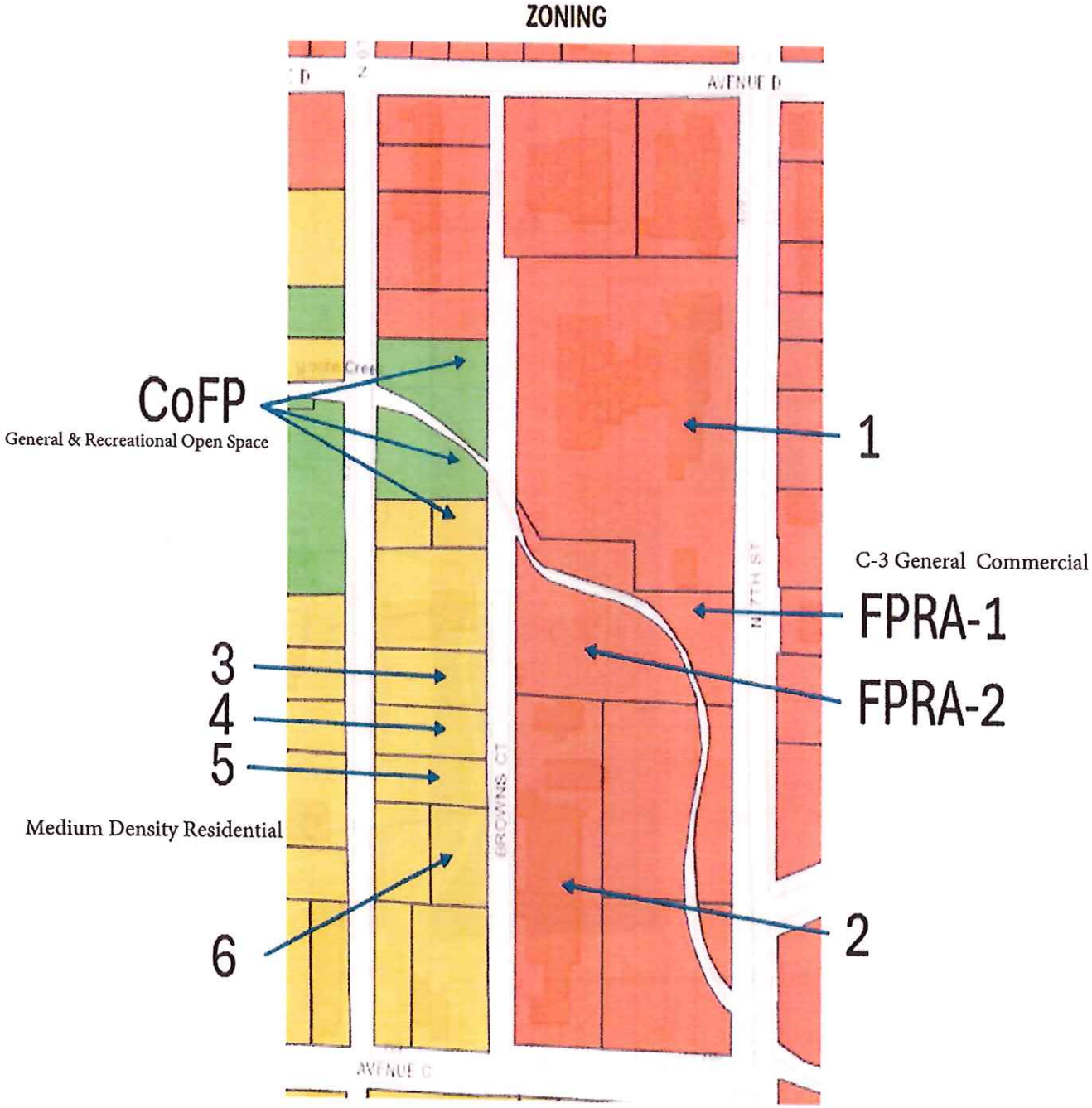
A: Based on maximum 20% residential floor area and unit size of 950 sq.ft. for Commercial Future Land Use
B: Based on all properties having FLU of High Density Residential & R-5 zoning
C: Based on all properties having FLU of Commercial
D: Unit count may be increased at a ratio of one market rate unit for every affordable unit up to 40 additional units - Not applicable to Live Local
E: Based on cumulative site area which may result in greater unit yield

Q2: What is the consequence if the State does not ratify the FLU prior to the RFP due date or at all? The CRA-owned sites are already zoned general commercial. Two out of the three St. Lucie parcels are General Commercial, and one parcel is zoned medium-density residential. The city of Fort Pierce's three parcels is conservation/open space.

Answer: The Future Land Use (FLU) amendment is considered as a Small-Scale Comprehensive Plan Map Amendment and as such will not require review by the State.

The map extracts below indicate the correct Future Land Use and Zoning of each of the parcels. The Future Land Use is of greater importance in consolidating the properties and to take advantage of the 'Live Local' act. The alternative would be to amend the zoning and FLU to High-Density Residential and R-5 zoning, the resultant unit yield would be lower than 'Live Local'. On its own, the Commercial General FLU restricts residential use to 20% of the project's total floorspace.


FUTURE LAND USE
AVENUE D
AVENUE C
BROWNS CT
7TH ST
Conservation & Open Space
CoFP
1 General Commercial
General Commercial
FPRA-1
FPRA-2
Conservation & Open Space
3
4
5
Medium Density Residential
6
2 Institutional


ZONING
AVENUE D
AVENUE C
BROWNS CT
CoFP
General & Recreational Open Space
1
C-3 General Commercial
FPRA-1
FPRA-2
3
4
5
Medium Density Residential
6
2

REVIEW OF AFFORDABLE HOUSING PROJECTS SUBMITTED - 'LIVE LOCAL' ACT

ZONING	Review under R-5 High Density Residential Zoning Code as this zoning district encourages Multi-family dwellings. In accordance with the City's land development regulations for multifamily developments.

Lot Size	No minimum	
Maximum Density du/ac	30	
Max Height within one mile	R-5	200ft
Lot Width	80ft	
Front Yard	25ft	
Side Yard	10ft	+ 1ft for every ft building is above 45ft
Rear Yard	20ft	+ 1ft for every ft building is above 45ft
Corner Side	15ft	
Mixed-Use	Allowed	
Distance between buildings	20ft	
Building Coverage	50%	
Parking	TBD	City must consider a reduction
Landscape Review	Required	
Design Review	Yes	
Affordable Dewellings	40%	State defintion
Income-eligible	30-years	City require document to confirm monitoring

PROCESS	Administrative

Technical Review Committee	Yes
Planning Board	No
City Commission	No

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

August 1, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

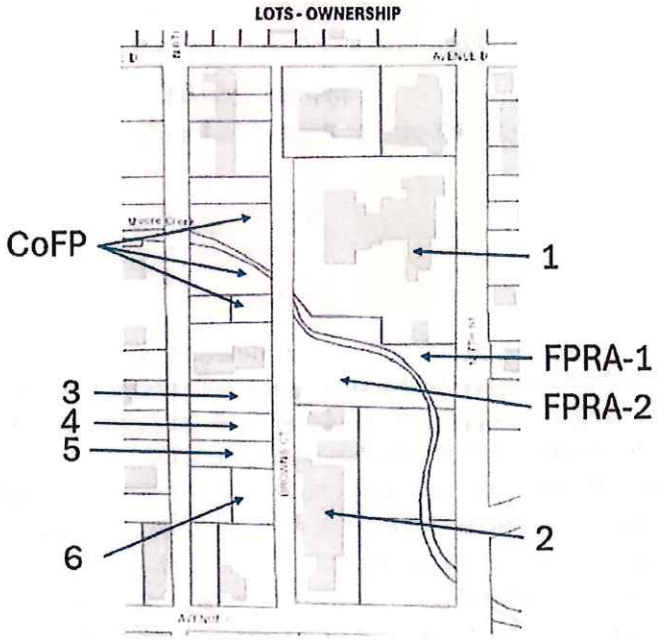
Name of Firm: Pinnacle Communities II, LLC

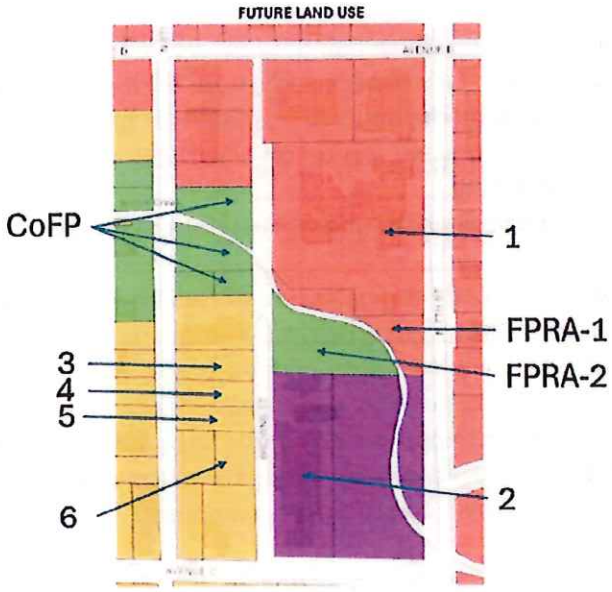
Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:53:33 -04'00'

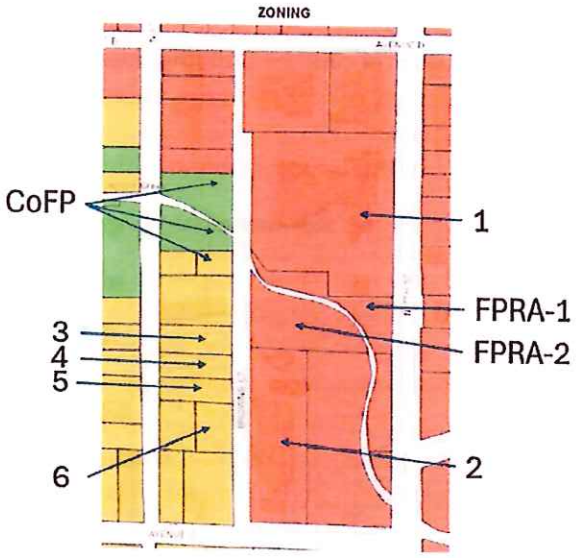
Date: 8/20/2024

1. The maps on Amendment 3 have no clear color-coded legend. Can you provide a legend for all maps?

Answer:







2. It seems like the plan is for some parcels to remain R-4 while others that are not currently R-4 will be changed to Commercial Land Use and Zoning, thereby allowing approvals equivalent to R-5 zoning under the Live Local Act. What is the reasoning behind not changing ALL parcels to Commercial Land Use and Zoning, thereby allowing R-5 by right under the Live Local Act while still allowing for a range of uses as Commercially-zoned properties? Such a strategy would seem to allow for maximum flexibility for both stakeholders and respondents.
   Answer: The City's intent is to amend the Future Land Use of all parcels to 'Commercial' in order to facilitate the use of all parcels to use the 'Live Local' the essential part to this is the Commercial Future Land Use (FLU), the zoning will be amended at the same time to suit the Commercial FLU – Live Local will be enabled with the FLU change.

3. Have the Future Land Use Amendment(s) and rezoning requests come before the City of Fort Pierce City Commission for a public hearing(s) or are they scheduled to do so before the RFP deadline? Please provide the dates of hearings that have been held or are expected to be held. If not, please provide drafts of any LUPA and zoning requests prepared for consideration, if available.
   Answer: Not at this time – Anticipated September-October.

4. The Board of Trustees of The Internal Improvement Fund owns approximately 1.5 acres adjacent to the east of the County Health Department building at the corner of Browns Court and Avenue C, which is bisected by Moore's Creek. Has the City, CRA or County had any conversations with the State concerning leasing or acquiring this property?
   Answer: This entity was approached about the potential for this land to be included, however it is being utilized through a long-term lease with a state agency and is not available to be utilized as part of the development.

5. Will there be a pre-submittal conference, or a site visit scheduled for prospective respondents before the RFP response is due? Will the County and/or City agree to provide scheduled tours and inspection of the existing properties?

Answer: If you are interested in touring the building that currently houses the Family Success Center, please contact Jennifer Hance, Community Services Director at hancej@stlucieco.org or (772) 462-1777. Please note that you will be unable to tour the WIC and Doctors office area of the building due to patient privacy. Appointments only.

6. On Page 6, Section B, the "Objective" is stated as follows:

The Parties goal is to solicit interested parties who are qualified and experienced to develop a "Model Block" for the Lincoln Park neighborhood. Services to be considered for this "Model Block" project include, but are not limited to, affordable housing, retail opportunities commercial/retail/office opportunities, community resource/family success center, and onsite parking. The community resource/family success center is intended to include the St. Lucie County Community Services offices (Housing, Human Services, and Veteran Services) as well as Women, Infants and Children (WIC) and Florida Community Health Center (OB-GYN/Pediatrics).

The specific program for the public sector services within the "Community Resource/Family Success Center" are ambiguous and no specific guidance is provided for respondents to gauge how to design and program for these requirements, and whether it is even explicit that respondents address these requirements in their response. In order to respond appropriately (if respondents are expected to address the development of such facilities), we would need to be advised of the following:

- Provide a table of the square footage requirements for each public component (Housing, Human Services, Veterans Services, WIC and Florida Community Health Center, etc.).

  Answer: Family Success Center total square footage: 20,300 sq. ft.

  - **Community Services: 6,100 sq. ft.**
  - **Veterans Services: 800 sq. ft.**
  - **WIC: 2200 sq. ft.**
  - **Clinic FCHC: 7,500 sq. ft.**
  - **Shared public bathrooms, Conference room, Lobby space & Hallways: 3,700 sq. ft.**

  Staff are suggesting the building size be increased by no less than 20% to provide for future growth and an additional appropriate maintenance storage and workspace of approximately 200-400 sq. ft.

- Advise of any unique structural, mechanical/electrical/plumbing needs for these services.

  Answer: Possible plumbing and electrical requirements for medical clinic space and equipment.

  Backup power generator.

  Negative Air equipment for medical use.

  Hurricane rated building, windows, doors, etc...

Refrigeration for medicine storage.

Security needs for public and private access

Sufficient parking for Employees, visitors, bus stop

- Inform respondents of the applicable regulations for designing and constructing such spaces for the public benefit and/or to be owned by the public.

  Answer: ADA Compliant. Life safety systems – fire alarm, suppression, backup generators, emergency lighting, alarm system and emergency response call system.

- Indicate who would be expected to own and operate these facilities long-term after completion.

  Answer: This is yet to be seen. The selected developer and St. Lucie County can further discuss the particulars of this.

- Would shared parking with the residential and commercial components and these facilities be considered and allowed?

  Answer: Yes, shared parking would be considered if accompanied with an analysis.

7. Is there any due diligence information on the parcels available for review, such as surveys, title policies, Phase I and Phase II environmental audits, asbestos and lead paint surveys, environmental native species and wetland assessments, etc.?
   Answer: This information is not available.

8. Do the proposed zoning alternatives limit the number of stories or building height that may be necessary to achieve the allowable density? There is a 45' height plus additional setback for every added foot in height.
   Answer: If the Live Local Act was utilized then the site would be subject to the R-5 zoning district which has a height limitation of 200ft.

9. Will there be any relief in parking or shared parking between the proposed commercial and residential uses?
   Answer: Yes, accompanied with an analysis.

10. Is the FPRA (Fort Pierce Redevelopment Authority) to be a public park?
    Answer: The FPRA parcels (2410-601-0182-000-9 and 2410-601-0183-000-6) are currently being utilized as part of the Moore's Creek Linear Park which includes sidewalks, lighting, stormwater features, and parking.

11. Can the adjacent properties be combined to reduce the building setback requirements?
    Answer: Yes – The recommended methodology would be to assemble the parcels to such an economy of scale.

PINNACLE MEDIA COVERAGE

Pinnacle News Media Coverage News 2023-2024



Pictured is the site of the future Pinnacle at Tropical Pointe community located at 25155 S.W. 136th Ave. in an unincorporated area of Miami-Dade County.

Pinnacle Obtains $72.3M in Financing for Affordable Housing Development in Miami
April 6, 2023

MIAMI — Locally based developer Pinnacle has obtained $72.3 million in construction financing for an affordable housing development located in Miami's Princeton neighborhood. The 215-unit community, called Pinnacle at Tropical Pointe, will be located at 25155 S.W. 136th Ave. in an unincorporated area of Miami-Dade County. Bank of America, Citibank, Miami-Dade County, Miami-Dade County Housing Finance Authority and Florida Housing Finance Corp. contributed capital in the form of debt, LIHTC equity or subsidies. Set to open in late 2024, Pinnacle at Tropical Pointe will feature one- to four-bedroom apartments within six garden-style buildings reserved for residents earning up to 60 percent of the area median income. Amenities will include a swimming pool, fitness center, clubroom, business center, playground, barbecue area and a dog run.
https://rebusinessonline.com/pinnacle-obtains-72-3m-in-financing-for-affordable-housing-development-in-miami/

Pinnacle Nabs $89M for Affordable Development in Miami-Dade



Pinnacle scored $88.6 million in financing to build an affordable housing, garden-style development at the southern end of Miami-Dade County, the Miami-based developer announced. The six-building project, called **Pinnacle at Tropical Pointe**, will feature 215 units, a swimming pool, fitness center, and co-working space. All apartments will be priced for those earning up to 60 percent of the area's median income. Pinnacle purchased the 6.5-acre site at

25155 SW 136th Avenue in the Princeton neighborhood, located in an unincorporated part of Miami-Dade County, for $6.9 million in 2021. Pinnacle at Tropical Pointe, which broke ground earlier this month, is expected to be completed in 2024. **Bank of America** provided a $37 million construction loan and $30.6 million in tax credit equity. **Citibank** provided a permanent loan of $20 million. **Miami-Dade County** funneled an additional $1 million from its Development Inflation Adjustment Fund, which was created to help mitigate rising construction costs. The financing totals $88.6 million, though Pinnacle says it's now down to $72.3 million since there's been a paydown of the construction loan, which lowered the amount of the permanent loan. "By tapping into a variety of funding sources and working closely with local governments and financial institutions, together we can bring affordable housing to hundreds of cost-burdened members of our community despite the soaring costs of construction,"**David O. Deutch**, partner at Pinnacle, said in a statement. Construction for Pinnacle's development comes just weeks after the Florida legislature passed a sweeping affordable housing bill with over $700 million in funding for programs following three years of skyrocketing rents in the Sunshine State's urban centers.
https://commercialobserver.com/2023/04/pinnacle-at-tropical-pointe/

Pinnacle nabs $89M in construction financing for Princeton affordable rentals

Pinnacle scored $88.6 million in construction financing for an affordable apartment complex in south Miami-Dade County's Princeton neighborhood. The development firm has started building the 215-unit garden-style community on 6.5 acres at 25155 Southwest 136th Avenue in an unincorporated area of the county, according to a Pinnacle news release. Dubbed Pinnacle at Tropical Pointe, the six-building project will offer one- to four-bedroom apartments reserved for households earning no more than 60 percent of the area's median income. Miami-Dade's AMI is $68,300, meaning a single renter can't earn more than $40,980 annually to qualify for an apartment, according to the Florida Housing Finance Corporation. The annual income limit is $46,800 for a household of two people; $52,680 for a household of three; and $58,500 for a household of four. The project is expected to be completed late next year, when leasing also will commence, the release says. Pinnacle's financing package consists of a $37 million construction loan from Bank of America, and a $20 million permanent loan from Citibank. The developer also obtained $30.6 million in tax-credit equity, and $1 million from Miami-Dade's Development Inflation Adjustment Fund, created to ease the expensive construction costs that ensued from a supply chain bottleneck caused by the pandemic. The financing package will be $72.3 million when interim construction debt is retired after the project is completed, according to Pinnacle. Pinnacle bought the development site for $6.9 million in 2021, records show. The Miami-based firm, which also has a construction division, has a portfolio of more than 10,000 multifamily units in Florida, Texas and Mississippi, according to its website. Founded in 1997, Pinnacle is led by partners Louis Wolfson III, David Deutch, Timothy Wheat and Coraly Rodriguez. The Pinnacle at Tropical Pointe project marks continued development appetite for south Miami-Dade. Aside from Princeton, the area consists of the municipalities of Homestead and Florida City, as well as the Naranja, Leisure City and Goulds neighborhoods. In Princeton, AMC Development Group wants to build four eight-story residential buildings with a combined 512 units at 12501 Southwest 236th Street. Pinnacle is betting on affordable housing at a time when it's sorely needed in South Florida. The region was cost burdened before the pandemic, and the influx of out-of-staters

exacerbated the issue over the past two years. Newcomers drove up apartment demand and rents. Last month, Gov. Ron DeSantis signed the Live Local Act that will pump $711 million into affordable housing financing programs and incentives for developers. The funding is meant to prompt low-income and moderate-income housing development across the state.
https://therealdeal.com/miami/2023/04/17/pinnacle-nabs-89m-in-construction-financing-for-princeton-affordable-rentals/

Hollywood Affordable Housing Development Secures $47.8M In Financing



Pinnacle has closed on $47.8 million in financing to build **Pinnacle 441 Phase 2**, an eight-story, 100-unit affordable housing development in Hollywood. This transit-oriented development will provide much-needed affordable housing along the rapidly growing State Road 7 corridor. Pinnacle 441 Phase 2 will rise on a 1.65-acre site at **6028 Johnson Street**, just west of the first phase of Pinnacle 441 (containing 113 affordable units and 8,000+ square feet of commercial and live/work space) currently under construction at the intersection of Johnson Street and US 441/SR 7. Construction of Phase 2 will begin in September 2023 and should be completed in 16 months.
Phase 2 consists of 1, 2 and 3-bedroom units. One unit will also feature a live/work space with commercial frontage on Johnson Street. The development will cater to individuals and families earning up to sixty percent (60%) of Broward County's median income, adjusted for family size. Phase 2 replaces a trailer park which was purchased and subsequently closed by Pinnacle with the support of community leaders who envisioned a revitalized SR 7 corridor.

"This project could not have been possible without the vision and strong support of the Hollywood City Commission and Broward County Board of County Commissioners, Florida Housing Finance Corporation, and all other partners who have worked hard to help us secure the financing needed to bring this project to fruition," said Pinnacle partner Timothy P. Wheat. "Pinnacle 441 Phase 2 is a major milestone in the city and county's joint efforts to address the affordable housing crisis in the region, redevelop the State Road 7 corridor, and focus on transit-oriented development. This is an excellent example of what can be achieved when elected officials, community leaders and developers work together."

Pinnacle 441 Phase 2 is being financed through a mix of funding sources, including tax credit equity financing from Bank of America, tax-exempt bonds issued by Broward County Housing Finance Authority allowing for both construction financing from Bank of America and permanent financing from Citibank, $10 million in gap financing from Broward County, $1,000,000 in financing from the City of Hollywood and $6,600,000 in loans from the Florida Housing Finance Corporation.

Pinnacle 441 Phase 2 residents will enjoy all of the amenities within the adjoining Phase 1 property such as a state-of-the-art fitness facility, virtual reality gaming room and indoor/covered outdoor lounge, and amenities unique to Phase 2, including indoor meeting space and a cyber lounge. Pinnacle 441 also includes a large public plaza at the intersection of SR 7 and Johnson Street, bike racks, and enhanced bus shelters offering connections to multiple routes, including BCT's express "441 Breeze." Pinnacle has also continued its long-standing commitment to install art in public places in the public plaza of Pinnacle 441 along with the additional donation of three smaller companion pieces in the City's linear park on the opposite side of State Road 7, all created by noted sculpture artist Clayton Swartz.

This project continues to expand Pinnacle's footprint in the City of Hollywood, where the company has developed approximately 1,000 units across five communities to date: Crystal Lakes, Parc Station, Pinnacle at Peacefield and Pinnacle 441. Pinnacle 441 Phase 2 will continue Pinnacle's mission of providing quality, affordable housing.
https://cre-sources.com/hollywood-affordable-housing-development-secures-47-8m-in-financing/

Pinnacle scores $48M financing for Hollywood affordable housing project
100-unit development designated for households earning up to 60% of AMI

Pinnacle scored a $47.8 million construction financing package for an affordable housing project in Hollywood, as developers continue to bet on below-market-rate apartments in South Florida. The Miami-Dade County-based firm will start building an eight-story, 100-unit multifamily building on 1.7 acres at 6028 Johnson Street this month, according to a Pinnacle news release. Pinnacle 441, as the project is called, will consist of one- to three-bedroom apartments, as well as a live-work space fronting Johnson Street. Households earning up to 60 percent of Broward County's area median income of $88,500 annually will qualify for a unit. This means a one-person household can't earn more than $40,320, a two-person household can't earn more than $46,080, and a three-person household can't earn over $51,840, according to the Florida Housing Finance Corporation. Completion is expected late next year or early 2025. The project marks the second phase of Pinnacle 441. The first phase, consisting of an eight-story, 113-unit affordable apartment building, is under construction immediately east of phase 1, on the southwest corner of Johnson Street and State Road 7. Pinnacle's financing package for the second phase includes Broward County Housing Finance Authority tax-exempt bonds, $10 million in gap loans from the county, $1 million from the city, $6.6 million in loans from the Florida Housing Finance Corporation, and tax-credit equity from Bank of America, the release says. Pinnacle also received $19 million in equity from the purchase of housing tax credits from Bank of America, which will retire some of the bond financing once the project is completed, Timothy Wheat, partner at Pinnacle, said in a statement. Records show that Pinnacle, through an affiliate, paid $3.5 million for the phase 2 development site last year.

Founded in 1997 by Louis Wolfson III, Michael Wohl and David Deutch, Pinnacle's portfolio consists of 71 residential developments spanning nearly 9,400 units across three states, according to the firm's website. The firm's partners now are Wolfson, Deutch, Coraly Rodriguez, Timothy

Wheat and Hugo Pacanins. Elsewhere in South Florida, Pinnacle and Ram Realty Advisors paid $15.4 million for a 2.2-acre development site at 19640 West Dixie Highway in the Ojus neighborhood near Aventura. At the time, the partners planned a 285-unit apartment building, including 36 workforce units, that will rise 15 stories, tapering down to eight and then four levels. South Florida's yearslong multifamily affordability crisis was exacerbated from an influx of out-of-state residents from late 2020 until early last year. Developers have seized on demand for below-market-rate units by filing project proposals. In Hollywood, Housing Trust Group scored $61 million in construction financing in May for the two-building, eight-story University Station with 216 affordable units planned along North 21st Avenue, between Fillmore Street and Polk Street. Last month, Jacksonville-based Vestcor proposed a 590-unit affordable apartment complex at the northwest corner of South Dixie Highway and Southwest 280th Street in south Miami-Dade County's Leisure City neighborhood.
https://therealdeal.com/miami/2023/09/01/pinnacle-nabs-financing-for-hollywood-affordable-rentals/



Pinnacle closed on $33.3 million in construction funding for an affordable senior housing development in Miramar, where it plans to break ground soon. Bank of America provided a $22 million leasehold mortgage to Pinnacle at La Cabana, an affiliate of the Miami-based developer. It also received $4.3 million from the Florida Housing Finance Corp. through the Live Local Act as part of a program to provide additional financing to previously approved affordable housing projects that were impacted by construction cost increases, said Timothy Wheat, a partner at Pinnacle. In addition, the developer secured $5.6 million from Neighborhood Lending Partners, $656,000 from the city of Miramar, and $750,000 from the United Way of Broward County. The latter award was made possible by a big donation from MacKenzie Scott, the former wife of Amazon founder Jeff Bezos, to the local United Way. Wheat said the total project cost for Pinnacle at La Cabana is $41.2 million. Bank of America also contributed $27.3 million in tax credit equity to partner with the developer in the project, he said. "Every development we have closed requires a lot more layers of financing to overcome rising insurance costs, rising interest cost and the rising cost of construction," Wheat said. "So we have to cobble together two or three more loans." Pinnacle has been working with the city to lease the 2.34-acre site at 8911 Miramar Parkway since 2018, Wheat said. It was approved for 110 units in five stories. The apartments will be for seniors, with 11 units for people making up to 28% of area median income and the other units for people making up to 60% of area median income. The median household income in Broward County is $82,100. Wheat said amenities will include a fitness center, a cyber lounge, a library, meeting rooms on multiple floors and a cornhole game lawn. Pinnacle should break ground on the project in January and complete it in 15 months, Wheat said. It was designed by Kaller Architecture.

Pinnacle scores $41M in construction financing for Miramar senior housing project

The proposed 110-unit apartment complex is scheduled to break ground next month Pinnacle landed $41 million in construction financing for a senior housing project in Miramar.

Bank of America provided a $27.3 million housing tax credit to build Pinnacle at La Cabaña, a proposed 110-unit apartment complex at 8911 Miramar Parkway, according to a press release. Pinnacle, a Miami-based affordable housing developer, also obtained a $5.6 million mortgage from Neighborhood Lending Partners; $4.3 million from Florida Housing Finance Corp.; $2.6 million in deferred fees; $656,000 from the city of Miramar; and $750,000 from United Way of Broward County. The groundbreaking is scheduled for next month, with a completion target date in 2025, the release states. Pinnacle entered into a public-private partnership with the city of Miramar to develop the project. Pinnacle at La Cabaña will offer one- and two-bedroom apartments for seniors earning up to 60 percent of the area median income, except for 11 units that will be set aside for seniors making up to 28 percent of the area median income, the release states. In 2018, Miramar's city commission selected Pinnacle to redevelop a former public safety facility, after receiving an unsolicited proposal for the 2.3-acre property. Pinnacle is led by partners Coraly Rodriguez, Timothy Wheat, Louis Wolfson III, Hugo Pacanins and David Deutch. In September, the firm snagged a $47.8 million construction financing package for Pinnacle 441, a planned eight-story affordable housing building with 113 apartments in Hollywood. The project will consist of one- to three-bedroom apartments that will only be made available to households earning up to 60 percent of Broward County's area median income of $88,500 annually. In April, the firm's Pinnacle at Tropical Pointe project received $88.6 million in construction financing. The proposed 215-unit garden-style affordable housing community in Princeton, an unincorporated Miami-Dade neighborhood. Last year, Pinnacle teamed up with Palm Beach Gardens-based Ram Realty Advisors to buy a 2.2-acre development site in Miami-Dade County's Ojus neighborhood. The joint venture paid $15.4 million, and is proposing a 285-unit apartment building with 36 workforce housing units.



https://therealdeal.com/miami/2023/12/19/pinnacle-gets-41m-in-loans-for-miramar-senior-housing-project/

Pinnacle, Birdsong Secure $33.9 Million to Build Affordable Housing Community in Kissimmee, Florida

January 3, 2024

KISSIMMEE, FLA. — Pinnacle and Birdsong Housing Partners have jointly secured $33.9 million in financing to begin constructing Pinnacle at the Wesleyan, a 96-unit affordable housing community in Kissimmee. Pinnacle at the Wesleyan will be available to households earning up to 60 percent of the area median income (AMI). Ten percent of units will be reserved for extremely low-income residents at 33 percent AMI. The complex will offer 12 one-bedroom units, 60 two-bedroom units

and 24 three-bedroom units. The developers broke ground on the project at the beginning of December. The project is slated to complete in early 2025.

Financing for Pinnacle at the Wesleyan includes $16.3 million in equity from the sale of Low Income Housing Tax Credits to Bank of America, along with a construction mortgage. Neighborhood Lending Partners will provide a permanent first mortgage along with a subordinate low-interest loan funded from the Community Development Financial Institutions fund. Osceola County provided $4.5 million in financing. The city of City of Kissimmee contributed a further $500,000. Florida Housing Corp. provided $4.3 million through the Live Local Act, which assists affordable housing development in the state of Florida.

Forum Architecture and Harris Civil Engineers led the design work on the project. Parramore Development & Construction will serve as general contractor.
https://multifamilyaffordablehousing.com/pinnacle-birdsong-secure-33-9-million-to-build-affordable-housing-community-in-kissimmee-florida/

Signature Project Alignment with CRA and City Plans

Pinnacle and Wendover (Developer) have reviewed the City of Riviera Beach Community Redevelopment Plan, as adopted on December 6, 2023. Also, the Citizen's Master Plan and the City Comprehensive Plan.

Developer has incorporated the CRA and City goals and vision into the Signature Project. We believe the proposed development aligns with the community's aspirations. Appendix F of the CRA Plan highlights the importance of the Citizen's Master Plan, which recognizes the significance of Blue Heron Boulevard. Pinnacle and Wendover are committed to a transformative development that meets the Citizens' Request to redesign Broadway Boulevard and Blue Heron Boulevard as beautified mixed-use gateways.

The development at the intersection of Blue Heron Boulevard and Broadway, referred to as the "main and main" intersection in the Citizen Master Plan, will serve as a catalyst for future infill development aligned with the CRA plan. Currently, the proposed development site is open space owned by the CRA. The Signature Project represents a major investment in capital, business development, short-term and permanent job creation, and ultimately, housing for Riviera Beach residents.

Moreover, Chapter 9 of the CRA Plan, the Affordable Housing Policy Statement, has been considered for the proposed Signature Project. Pinnacle and Wendover are fulfilling the CRA definition of affordable housing by providing ample units at or below 60% of the Area Median Income (AMI). The Signature Project also employs an income average methodology, which includes units at 80% AMI, meeting the City's Comprehensive Plan definition of "workforce housing." Pinnacle and Wendover are fully aware that essential workers and families face challenges in securing housing due to the current housing crisis and rising land costs. The Signature Project

exemplifies the City of Riviera Beach's adopted programs, such as the "In-Fill and New Housing Program," which supports residential reinvestments.

We understand that the City of Riviera Beach is undergoing a comprehensive plan update. However, we are committed to maintaining consistency with the city's ongoing goals and objectives. The development complies with the comprehensive plan goal to "assure the availability of safe, sanitary, decent, and affordable housing for all residents of Riviera Beach, with special attention to diversifying the housing stock through increasing the supply of workforce housing, single-family homes, and homeownership opportunities, while continuing to address the needs of the City's existing very low-, low-, and moderate-income households." It also aligns with objectives 1.1.3, 1.1.7, and 1.5.1.

Pinnacle and Wendover recognize the CRA's plan to develop Avenue E. The proposed development on the 2600 block takes into account its proximity to Broadway and Avenue E, which is only 0.09 miles away. Therefore, the civic space is ideally located to promote pedestrian safety, improve access for patrons, and serve as a welcoming area for visitors. Consideration is given to requests for a plaza or green space as an important gathering place. Many have suggested an interactive fountain and seating areas.

END OF DOCUMENT

FPRA Regular Meeting **7. b.**

Meeting Date: February 11, 2025

Re: Approval of Change Order No. 12 Journey C & D Group, Inc.

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

---

SUBJECT:

Approval of Change Order No. 12 for General Contractor Services, Journey C & D Group, Inc. in an amount not to exceed $45,654.20 for the City of Fort Pierce Florida Highwaymen Museum renovation project to correct the parking lot elevation to prevent water intrusion.

SUMMARY:

The proposed change involves reconfiguring the parking lot at 1234 Avenue D to prevent water intrusion into the first floor and to install new asphalt.

RECOMMENDATION:

Staff recommends approval of Change Order No. 12 to General Contractor Services for the Highway Museum, in an amount not to exceed $45,654.20, to cover parking lot drainage and new asphalt.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

John Andrews, Deputy City Manager/City Engineer
Journey C&D Group, Inc.

Fiscal Impact

Budgeted Y/N:	n
Fiscal Year:	2025
Account:	104-9400-554-000-00
Amount:	$45,654.20

OTHER INFORMATION:

The change order not to exceed $45,654.20 will be funded by FPRA Account Number Improvements - Other Improvements - #104-9400563200.

Attachments

Change Order No. 12
Backup Documentation

CHANGE ORDER NO. 12

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: 01/21/2025 CONTRACTOR: / Journey C + D Group, Inc.

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: 05/22/2023

CHANGE ORDER REQUESTED BY: City _X_ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

Original CONTRACT AWARD AMOUNT	$ $513,945.30
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)……	$ 644,000.23
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER……..	$ **45,654.20**
Current CONTRACT AMOUNT Including this CHANGE ORDER……	$ **689,654.43**
ORIGINAL CONTRACT TIME	210 Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER……	81 Calendar Days
Net (Increase) Resulting from this CHANGE ORDER……..	14 Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER……..	02/28/2025

CHANGES ORDERED:

I. **GENERAL:**

This CHANGE ORDER is necessary to cover changes in the work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A."** General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Documents Incorporated by Reference, apply to and govern all Work under this CHANGE ORDER.

II. **REQUIRED CHANGES:**

The parking lot is 4-5 inches higher than the building, and it is pitched toward the building causing the building to be susceptible to flooding. The total cost of the proposed changes is $45,654.20, itemized in the Construction Management Change Proposal attached as **Exhibit "B."**

III. **JUSTIFICATION:**

The proposed change order will lower the parking elevation and pitch water to drain away from the building.

IV. **PAYMENT:**

Payment for the above listed items shall be made according to the Agreement. The funds for this change will be paid for out of FPRA Account Number: Improvements – Other Improvements - 104-9400563200.

V. **APPROVAL AND CHANGE AUTHORIZATION:**

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

(Remainder of Page Left Blank)

RECOMMENDED BY:

By: _____
Signature

Name: Audria V. Moore, Special Projects Coord.

Date: 01/29/2025

ACCEPTED BY:

Contractor: / Journey C + D Group, Inc.

By: _____
Signature

Name: Clifford L. Moore Jr.

Date: 01/21/2025

By: _____ CEO
Signature & Title

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson, Mayor

By: _____
Signature

Date: _____

Outlook

RE: Scope of Work for Highwaymen Museum Parking Lot

From John Andrews <jandrews@cityoffortpierce.com>
Date Thu 1/9/2025 5:00 PM
To Audria Moore <amoore@cityoffortpierce.com>
Cc Julie Bye <jbye@cityoffortpierce.com>

Good afternoon Audria,

Thank you for providing the scope of work for this proposal. I have reviewed the proposal and verified quantities and unit costs. I have found the proposal approximately 12% higher than my estimated construction cost. I would recommend this change order proposal for expedience and to prevent conflict between two different contractors trying to finish a project at the same time.

I you have additional questions, please let me know.

Jack

John "Jack" R. Andrews, II, P.E.| Deputy City Manager | City of Fort Pierce
Public Services
Phone: 772.467.3773?Fax: 772.460-6847?100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Audria Moore <amoore@cityoffortpierce.com>
Sent: Thursday, January 9, 2025 1:24 PM
To: John Andrews <jandrews@cityoffortpierce.com>
Cc: Julie Bye <jbye@cityoffortpierce.com>
Subject: Scope of Work for Highwaymen Museum Parking Lot

Jack,

Please review the scope of work for parking lot below and provide input and direction.

All the best!

Audria

Audria V. Moore | Special Projects Coordinator
City of Fort Pierce • 100 North U.S. 1 Fort Pierce, FL 34950

772.467.3184

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

From: Clifford Moore <cmoore@journeycdg.com>
Sent: Thursday, January 9, 2025 12:19 PM
To: Audria Moore <amoore@cityoffortpierce.com>
Subject: Re: Monthly Progress Report

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

The scope of work for this is as follows:

1. Survey Existing parking lot and drainage.
2. Design a new parking lot to a lower elevation to pitch water away from the building. (As it stands now the drainage water is pitched toward the building.)
3. Construction process -
4. Remove existing parking lot asphalt and fill to designed elevation.
5. Lower/cut existing drainage and catch basin to new elevation
6. Supply and Install new Asphalt to grade
7. Supply and Install Striping and Stops

Clifford L. Moore Jr.
Chief Executive Officer
CGC1524020

1147 NE 7th Ave. Fort Lauderdale FL, 33304
O 954 368 7700, M 561 320 2566
www.journeycdg.com



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On Wed, Jan 8, 2025 at 2:52 PM Audria Moore <amoore@cityoffortpierce.com> wrote:

> Thank you,
>
> Can you provide a breakdown of what will be done? The City Engineer has requested that information.
>
> Audria
>
> Get Outlook for iOS
>
> ---
>
> **From:** Clifford Moore <cmoore@journeycdg.com>
> **Sent:** Wednesday, January 8, 2025 12:22:56 PM
> **To:** Audria Moore <amoore@cityoffortpierce.com>
> **Subject:** Fwd: Monthly Progress Report
>
> SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.
>
> Clifford L. Moore Jr.
> Chief Executive Officer
> CGC1524020
>
> 1147 NE 7th Ave. Fort Lauderdale FL, 33304
> O 954 368 7700, M 561 320 2566
> www.journeycdg.com
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THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF CHANGE ORDER NO. 12 TO GENERAL CONTRACTOR SERVICES – HIGHWAY MUSEUM

CAO RLS FILE: 25-10

DATE: JANUARY 27, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change Order No. 12 to General Contractor Services for the Highwaymen Museum. A redlined and clean copy of the draft Change Order No. 12 is uploaded. The clean copy is approved as to form and correctness.

Please note that Exhibit A (the original contract, titled "Lump Sum Construction for General Contractor Services Highwaymen Museum") and Exhibit B (the change order provided by the contractor, titled "Construction Management Change Proposal") were referenced in the document. Exhibit A and B will need to be attached to Change Order No. 12 when presented for signatures.

Please also include the name, title, and signature of the individual who has recommended this Change Order. Also, remember the vendor should not be provided documents in draft form for signature. This creates confusion when legal changes are required. Documents should be provided to the vendor after approval from this Office.

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

Thank you.

FPRA Regular Meeting **7. c.**

Meeting Date: February 11, 2025

Re: Approval of First Amendment to the Service Agreement with Don Bell Signs for the Scope of Work in Exhibit "A"

Submitted For: Sara Delgado, Redevelopment Specialist, City Manager

---

SUBJECT:

Approval of First Amendment to the Service Agreement with Don Bell Signs for the Scope of Work in Exhibit "A"

SUMMARY:

On August 8, 2023, the FPRA entered into a service agreement with Don Bell Signs, LLC for the Comprehensive Wayfinding Signage Program. Due to necessary design changes and permitting approvals, the parties agree to certain amendments to the Statement of Work contained in Exhibit A of the Agreement.

Statement of Work Modification to Exhibit A of the Agreement is the following:

1. The number of Gateway Signs shall be reduced from nine (9) to seven (7)
2. The number of Wayfinding Signs shall be increased from thirty (30) to thirty-five (35)

RECOMMENDATION:

Approve First Amendment to Service Agreement.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney
Gary Bell, Don Bell

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact associated with this amendment at this time.

Attachments

Executed Agreement with Done Bell Signs

RLS City Attorney Memo

Amended Service Agreement

Presentation

FORT PIERCE REDEVELOPMENT AGENCY
SERVICE AGREEMENT
COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM

This Agreement between Agency and Contractor ("Agreement") is made and entered into by and between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("Agency"), and Don Bell Signs, Inc., a Florida Corporation with its principal place of business at 365 Oak Place, Port Orange, Florida ("Contractor").

City and Contractor hereby agree as follows:

1. **Contractor Services.**

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

Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP 2023-010 Comprehensive Wayfinding Signage Program ("Bid") and the Contractor's Bid dated February 21, 2023 ("Contractor's Bid"). To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. **Compensation.**

Total compensation to Contractor will not exceed four hundred ninety-nine thousand seven hundred thirty-nine dollars ($499,739.00) for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Local Government Prompt Payment Act, section 218.70-79, Florida Statutes.

Upon completion of the Services and acceptance by Agency, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If Agency approves the amount or any portion of the amount, Agency will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If Agency disapproves any invoice amount, Agency will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to Agency as follows:

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

3. **Term.**

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate

on **365 days after the Notice to Proceed** unless earlier terminated in accordance with Section 8.

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

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

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

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

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

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

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

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

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

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

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

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of Agency in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of Agency.

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

7. Public Records.

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

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

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

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

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

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

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Service Agreement

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

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

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

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

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

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

9. Indemnification.

Contractor will indemnify and hold harmless Agency, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

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

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation

endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Agency and its officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Agency.

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

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

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Agency with thirty (30) days written notice of cancellation.

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

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

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

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide Agency with Thirty (30) days prior written notice of cancellation.

Agency and Agency's officials, officers and employees shall be included as

"Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

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

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

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the Agency with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Environmental Impairment Liability
Such insurance shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the Contract. Such insurance shall be on a form acceptable to Agency and Agency's officials, officers and employees shall be included as "Additional Insureds" on the policy. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

General Conditions

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

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Agency or its officials, officers and employees any deductible or self-insured retention applicable to a claim against the Agency or its officials, officers and employees.

Each insurance policy provided by the Contractor in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against the Agency and their officials, officers and employees.

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

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

Certificates of Insurance must be completed as follows:
Certificate Holder
City of Fort Pierce
Attention: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability
City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

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

12. Notice

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

As to Agency:
Shyanne Harnage
Economic Development Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Phone: 772-467-3034

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

As to Contractor:
Gary Bell
Don Bell Signs, LLC
365 Oak Place
Port Orange, FL 32127
Phone: 386-788-8084

13. Miscellaneous

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

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

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

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

13.5 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions

hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida. With respect to any litigation arising under this Agreement, the Agency and the Contractor hereby agree to waive the right to trial by a jury.

13.6 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the Agency. Unless otherwise directed by Agency, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Agency or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the Agency Director who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

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

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

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

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

13.11 E-Verify. Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Agency, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the Agency.

If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ,

contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

The Agency will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). Contractor agrees that a violation of this subsection by Contractor or Contractor's failure to comply with chapter 448, Florida Statutes, with respect to verification of employment status, shall be grounds for unilateral termination of this Agreement by the Agency.

CONTRACTOR
DON BELL SIGNS, LLC.

By: _____

Name: Gary Bell

Title: President

Date: 7/26/23

FORT PIERCE REDEVELOPMENT AGENCY

By: Linda Hudson
Linda Hudson, Chairwoman

8/8/2023
Date

Approved as to form and correctness as to the Agency:

By: _____
Sara K. Hodges, Interim City Attorney

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

EXHIBIT "A"
STATEMENT OF WORK

1. SCOPE OF WORK

Phase I of the Comprehensive Wayfinding Program will include the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the City of Fort Pierce.

PHASE I:

Sign Types and Quantities:

- **CITY GATEWAY SIGNS (9)**
  - Entrance/welcome signs located at the gateways of the City of Fort Pierce
- **WAYFINDING DIRECTIONAL SIGNS (30)**
  - Signs directing travelers to points of interest throughout the City of Fort Pierce.
- **DISTRICT BRAND SIGNS (13)**
  - Signs identifying the five districts of the Fort Pierce Redevelopment Agency: Downtown Fort Pierce, Fisherman's Wharf, South Beach, Lincoln Park, and Peacock Arts District. Each district has their own unique logo which should be utilized for the district brand signs.
- **PUBLIC PARKING (10)**
  - Succinct public parking signs to direct and identify public parking locations throughout Downtown Fort Pierce.

SUBSEQUENT PHASES:

Subsequent phases may include over-the-street archway signs to identify City and districts, public park entrance signage, informational kiosks, and regulatory signage.

2. WORK SCHEDULE

The Contractor agrees to adhere to the following schedule:

1. Contractor will submit art designs for the City's review and administrative approval within six weeks of the effective date of the Agreement. Within two weeks of said approval, Contractor will obtain structural sealed engineered drawings.
2. Within five months of the effective date of the Agreement, Contractor shall obtain all state and local approvals necessary for the installation of wayfinding signs pursuant to the Agreement.
3. Within six months of the effective date of this Agreement, contractor shall begin installation of the wayfinding signs.

3. PAYMENT SCHEDULE

The City agrees to make payments to the Contractor in accordance with Section 2 of the Agreement and in accordance with the following schedule:

1. 10% of the contract price shall be payable after the submittal of designs by Contractor and administrative approval of said designs by the City.
2. 30% of the contract price shall be payable after all necessary permits have been approved by the City and all necessary materials have been ordered by the Contractor.
3. 20% of the contract price shall be payable after the third month of production.

4. 40% of the contract price shall be payable after Contractor completes the installation of wayfinding signs.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SARA DELGADO, REDEVELOPMENT SPECIALIST, CITY MANAGER, FPRA

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REQUEST TO AMEND THE CURRENT SERVICE AGREEMENT WITH DON BELL TO EXTEND THE TERMS AND UPDATE EXHIBIT "A" STATEMENT OF WORK

CAO RLS FILE: RLS 24-440

DATE: DECEMBER 4, 2024

I have reviewed the First Amendment to Agreement with Don Bell, LLC. A draft of the amendment with proposed edits is uploaded. With the proposed edits to the amendment included, the First Amendment is approved as to form and correctness.

Please be aware that a Notice to Proceed will need to be sent to the Contractor to commence work and the one year term of the original agreement.

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

Thank you.

FIRST AMENDMENT TO
FORT PIERCE REDEVELOPEMENT AGENCY SERVICE AGREEMENT
COMPREHENSIVE WAYFINDING SIGNAGE PROGRAM

This **FIRST AMENDMENT** to the Fort Pierce Redevelopment Agency Service Agreement Comprehensive Wayfinding Signage Program is made and entered into this ___ day of _____, 2024 ("Effective Date"), by and between the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (hereafter "Agency") and DON BELL SIGNS, LLC, a Florida Corporation with its principal place of Business at 365 Oak Place, Port Orange, Florida, 32127 ("Contractor"), collectively the "Parties."

WITNESSETH:

WHEREAS, on August 8, 2023, an Agreement was executed between the Parties following award of RFP No. 2023-010 for Contractor to provide services for the Comprehensive Wayfinding Signage Program; and

WHEREAS, due to necessary design changes and permitting approvals, the Parties agree to certain amendments to the Statement of Work contained in Exhibit A of the Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Statement of Work Modification. The Statement of Work in Exhibit A of the Agreement is hereby amended to reflect the following changes:

    a. The number of Gateway Signs shall be reduced from nine (9) to seven (7).
    b. The number of Wayfinding Signs shall be increased from thirty (30) to thirty-five (35).

2. No Further Amendment to Agreement. Except as specifically modified and amended thereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this First Amendment as of the day and year first above written.

AGENCY:

FORT PIERCE REDEVELOPMENT AGENCY

By: _____
Linda Hudson, Chairperson

Date: _____

ATTEST:

By: _____
City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONTRACTOR:

DON BELL SIGNS, LLC

By: _____
Gary Bell, President

Date: 1/23/25

WITNESS 1:

By: _____

Name: Tiffany Ferguson

Address: 365 Oak Place

Date: 1/23/25

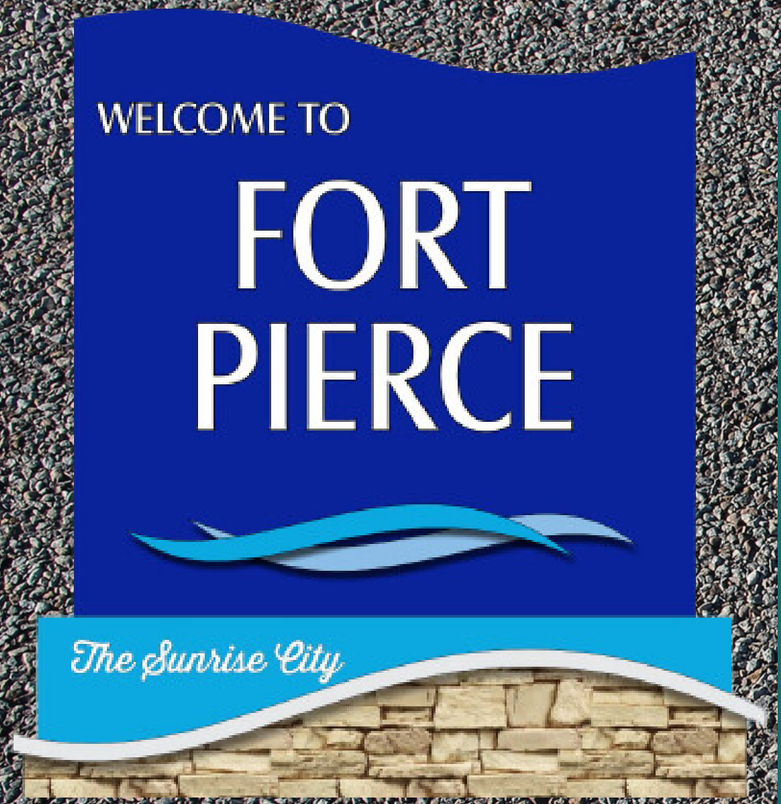
WITNESS 2:

By: _____

Name: Richard Wiseman

Address: 365 Oak Place

Date: 1/23/25



Comprehensive Wayfing Program

The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued and awarded to the highest ranked respondent, Don Bell Signs, Inc. The Comprehensive Wayfinding Program consists of approximately 65 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs).

As of January 2025, the Wayfinding, District, and Parking signs are in the production phase. We anticipate completing production and proceeding with installation by the end of March 2025.

Approved Designs



Gateway Sign

Wayfinding Sign

District Brand Sign

Parking Sign



Wayfinding Signs



District Brand Signs

FPRA Regular Meeting **7. d.**

Meeting Date: February 11, 2025

Re: Inspire Placemaking Collective Specific Authorization No. 1 - Downtown Park Conceptual Design - Ref. RFQ No. 2024-005

Submitted For: Sara Delgado, Redevelopment Specialist, City Manager

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SUBJECT:

Approval of Inspire Placemaking Collective Specific Authorization No. 1 in the amount of $99,500.00 for the Downtown Park Conceptual Design

SUMMARY:

In November 2022, the FPRA Board approved the Downtown Master Plan, which outlines the transformation of Marina Square into Marina Park. Through the Continuing Services Contract, staff enlisted Inspire Placemaking Collective to develop a conceptual design for this new public space. The design aims to integrate community input received during public engagement sessions, emphasizing parking solutions, potential programming, waterfront access enhancements, and expanded green areas. Marina Park will be designed to cater to people of all ages and abilities, promoting inclusivity with a variety of uses and activities.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Sara Hedges, City Attorney
Inspire Placemaking Collective

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 0149400-531900
Amount: 99,500.00
OTHER INFORMATION:
N/A

Attachments

Continuing Services Contract with Inspire Placemaking Collective
RLS City Attorney Memo
Specific Authorization No.1

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 21st day of October, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Inspire Placemaking Collective, Inc.**, whose principal address is **4767 New Broad Street, Orlando, Florida 32814** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **landscape architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

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

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **landscape architectural services** (hereinafter "professional services").

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

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

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

2. TERM

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

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

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

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

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

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement

rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional

insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

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

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

B. DESCRIPTION OF REQUIRED INSURANCE

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

1) Workers' Compensation/Employer's Liability Insurance

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

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

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

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

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

$1,000,000 Disease - Each Employee

2) Commercial General Liability Insurance

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

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

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

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

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

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

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

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

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

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

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

4) Professional Liability

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

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

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured on the Commercial General Liability:

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

13. INDEMNIFICATION

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

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

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

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

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

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

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

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

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

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

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

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

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

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

29. COMPLETE AGREEMENT

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

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

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

32. NOTICE

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

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

Consultant:
INSPIRE PLACEMAKING COLLECTIVE, INC.
4767 New Broad Street
Orlando, Florida 32814

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

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

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

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

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

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

40. E-VERIFY

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

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

10/21/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: George Kramer

Title: President

Today's Date: 10/4/24

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

Vendor name: Inspire Placemaking Collective, Inc.

Authorized Representative's Name and Title: George Kramer, President

Address: 4767 New Broad Street

City: Orlando State: FL Zip Code: 32814

Phone Number: 407-202-8387 Email Address: gkramer@inspireplacemaking.com

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

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

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

By: _____ George Kramer, President 10/4/24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Orange

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

this 4th day of October, 2024 by George Kramer, who is

☐ personally known or
☒ produced identification (ID produced: Driver's License).

Notary Public State of Florida
Alysia Ramirez
My Commission HH 461391
Expires 11/5/2027

Notary Public Signature: _____ (Seal)

Print Name: Alysia Ramirez My Commission Expires: 11-5-27

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SARA DELGADO, REDEVELOPMENT SPECIALIST, CITY MANAGER, FPRA

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW AND APPROVAL OF SPECIFIC AUTHORIZATION NO. 1 DOWNTOWN PARK CONCEPTUAL DESIGN AS TO FORM AND CORRECTNESS

CAO RLS FILE: 25-04

DATE: JANUARY 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Specific Authorization No. 1 - Downtown Park Conceptual Design. Specific Authorization No. 1 has been edited, and both a tracked changes and clean copy are uploaded into Agenda Quick. The clean copy of the agreement is approved as to form and correctness.

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

Thank you.

SPECIFIC AUTHORIZATION NO. 1

DOWNTOWN PARK CONCEPTUAL DESIGN

LANDSCAPE ARCHITECTURAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to "RFQ No. 2024-005 – Miscellaneous Professional Continuing Services" (hereinafter referred to as "AGREEMENT") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163, (hereinafter referred to as "FPRA") and Inspire Placemaking Collective, Inc. (hereinafter referred to as "CONSULTANT") dated the 21 day of October 2024, FPRA authorizes the CONSULTANT to provide professional landscape architectural services as detailed herein.

FPRA desires professional landscape architectural services related to the Downtown Park Conceptual Design, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

CONSULTANT will provide the following services in accordance with this AUTHORIZATION:

Preparation of a conceptual design for a Downtown Park as proposed in the 2022 Downtown Master Plan to reflect a community vision gathered through additional public engagement efforts; and to address parking, access to water, and additional green space. The park design will be accessible to people of various ages, and support multiple uses and activities. The proposed services and scope of work are more particularly described in Exhibit "A," listed as Tasks 1 through 4.6, which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

CONSULTANT shall provide the following deliverables to the FPRA as listed below and described in Exhibit "A", which is attached hereto and incorporated by reference herein:

Proposed services will be completed within seven (7) months from the issuance of a Notice to Proceed.

Section 3 - Method and Amount of Compensation

FPRA will compensate CONSULTANT for services under this AUTHORIZATION in accordance with the fee schedule as set forth in Exhibit "A", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $99,500.00.

Section 4 - FPRA's Responsibilities

FPRA hereby designates the FPRA DIRECTOR or his/her designee as FPRA's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

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

(Remainder of Page Left Blank)

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

FORT PIERCE REDEVELOPMENT AGENCY, FLORIDA:

By: _____ Date: _____
Linda Hudson, Chairperson

INSPIRE PLACEMAKING COLLECTIVE, INC.

By: _____ Date: 1/23/25
George M. Kramer, AICP, President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

EXHIBIT "A'

Inspire
PLACEMAKING COLLECTIVE

January 6, 2025

Shyanne Harnage, MBA, FRA-RP
Economic Development Manager
City of Fort Pierce, FL
100 North U.S. 1
Fort Pierce, FL 34950
M: 772.467.3034
E: sharnage@cityoffortpierce.com

Reference: Downtown Park Conceptual Design

Dear Shyanne:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this proposal for planning and design services for the above referenced project. This proposal, based on our meetings with you on July 19, 2023, April 17, 2024, and December 18, 2024, provides a proposed scope of work and associated fees for this effort.

Project Information

It is our understanding that the City of Fort Pierce would like to advance design concepts for a new Downtown Park, as proposed in the 2022 Downtown Master Plan. The conceptual design for this new public space should reflect a community vision gathered through additional public engagement efforts, and address parking, potential programming, access to water, and additional green space. The park design will be accessible to people of various ages and abilities and flexible to support multiple uses and activities.

Scope of Services

Inspire proposes to offer the following services as part of this proposal:

TASK 1. Project Management & Coordination

Inspire will facilitate bi-weekly calls to ensure proper communication throughout the course of the project. Inspire will provide regular project updates, answer questions, and confirm that the project is advancing according to the schedule.

TASK 2. Kick-off Meeting, Data Collection

Task 2.1. Kick-off Meeting & Data Collection

Inspire will review the familiar Downtown Master Plan as well as other relevant studies to establish base site conditions, challenges, and opportunities for the new park. Inspire will

host a kickoff meeting with City staff to review the project boundary, objectives, schedule, and communication plan for this effort.

Task 2.2. Site Research, Analysis & Inventory

Inspire will analyze topography, vegetation, soil conditions, sun and shade exposure, utility locations, and drainage patterns based on trusted and readily available data sources. The City will provide Inspire with any existing and relevant environmental reports, survey information and geotechnical reports. Inspire will need a survey of the grades on site, due to the grade changes on site. If the City does not have this available, it will be added to the scope as an *add service*.

Inspire will also research and document comparable park/public space projects. These comparable projects will be utilized in discussions with City staff and community members to facilitate a discussion and identify preferences in design style and park elements

Task 2 Deliverables:

- Project Schedule
- Site Research, Inventory and Analysis Technical Memo in PDF format

TASK 3. Community Engagement & Branding

Inspire will organize interviews and community engagement activities to understand the needs and desires of the local community, businesses, and other stakeholders. The team will incorporate the feedback received into the conceptual designs. Communication for public workshops will have language translation variations (Spanish and Haitian Creole) in coordination with City staff.

Task 3.1. Project Website & Marketing

Inspire will create a project website to act as hub for information, key dates, project updates, and engagement tools.

Task 3.2. Public Workshops

Inspire will conduct up to two (2) in-person public workshops with residents, community stakeholders, business owners, and City staff.

Task 3.3. FPRA Board Member Meetings

Inspire will host five (5) meetings, one with each board member, at the beginning of the project to present the project scope, schedule, and design process. These meeting will also provide an opportunity for Board members to share their respective ideas and concerns for the new park design.

Task 3.4. Branding

Based on input from community members and City officials, Inspire will create three (3) initial park logo concepts. Based on direction from City staff, these concepts will be refined into one final logo for the Downtown Park. Branding of the Park will include the following:

- Three (3) name ideas developed based on a branding survey to be shared on the project website

- Three (3) black and white logo concepts
- Up to two (2) rounds of edits to black and white compositions
- Three (3) color concepts for final chosen logo
- Up to two (2) rounds of edits to the color logo

Task 2 Deliverables:

- Project website with idea wall, project survey, and branding survey
- Three (3) sets of social media posts promoting project website and surveys for platforms identified by the City
- One (1) flyer promoting the project website
- One (1) graphic for email inviting the stakeholder to interviews
- Public Engagement Summary
- Final logo files in AI, EPS, JPG, and PNG format

TASK 4. Conceptual Design & Visualization

The conceptual design phase will provide the foundation for the new park design through the following tasks.

Task 4.1. Draft 3 Framework Concepts

Taking into consideration community feedback as well as physical site constraints and opportunities, Inspire will develop three (3) framework concepts for the park design. These concepts will be reviewed by City staff and refined by Inspire, prior to a formal presentation to the FPRA Board. This task assumes (1) one round of revisions.

Task 4.2. FPRA Board Presentation

Inspire to present the three (3) framework concepts to the FPRA Board for review and discussion.

Task 4.3. Concept Refinement

Based on feedback from City staff and the FPRA Board, Inspire will advance one of the concepts, or consolidate preferred elements from the alternatives, into a single park concept. Inspire will present this park concept to City staff for review and discussion. Inspire will refine the park concept based on direction from City staff. This task assumes up to two (2) rounds of revisions.

Task 4.4. Conceptual Master Plan

Based on the refined concept, Inspire will develop a conceptual illustrative master plan for the park that includes the layout, circulation, major features, general landscape palette, material palette, site furnishings, and themes of the park. The design will be documented at an appropriate scale to demonstrate park features in requisite detail. The master plan will address parking, potential programming, access to water, and additional green space. Inspire will present an initial draft of the Conceptual Master Plan to City staff for review and discussion. Inspire will refine the Conceptual Master Plan based on direction from City staff. This task assumes up to two (2) rounds of revisions.

Task 4.5. 3D Model and Video

Inspire will build a 3D model of the park design. This park model will then be incorporated into the existing 3D model of Downtown Fort Pierce for context. Utilizing the 3D model base, Inspire will produce up to five (5) perspective images of the park and a fly-through video showcasing the new park design. Preliminary views will be approved and coordinated with the client prior to final exports with up to two (2) rounds of revisions.

Task 4.6. Final Presentation

Inspire will present the schematic design to the City and stakeholders, explaining design decisions and will address questions.

Task 3 Deliverables:

- Three (3) initial concepts presented in PDF format
- PowerPoint presentation with featured concept
- Up to 5 perspective images showcasing key details of conceptual design
- One (1) flythrough video (approximately 30 seconds)
- Conceptual Master Plan in PDF format

Fee

Our professional fee for the above-described services shall be a lump sum of **$99,500** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1: Project Management & Coordination	$7,000
Task 2: Kickoff Meeting, Data Collection	$20,500
Task 3: Community Engagement & Branding	$23,000
Task 4: Conceptual Design & Visualization	$49,000
TOTAL	**$99,500**

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we will contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

Schedule

The proposed services will be completed within seven (7) months from the issuance of a notice to proceed.

Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Survey (Site featuring grade changes is needed from City)
- Geotechnical Analyses
- Environmental Analyses
- Additional meetings
- Additional Park logos
- Preliminary engineering and utility coordination
- Final Design and Construction Documents
- Permitting and Bidding Phase services
- Electrical Engineering and Photometrics

Authorization

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept it as written.

Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Inspire Placemaking Collective, Inc., Inc.

Viviana Castro, PLA
Director of Landscape Architecture

George M. Kramer, AICP
President

FPRA Regular Meeting **7. e.**

Meeting Date: February 11, 2025

Re: RK Contractors

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

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

SUMMARY:

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

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

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

COORDINATED WITH:

FPRA
FPUA
Finance
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

Account: TBD

OTHER INFORMATION:

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

Attachments

Agreement

RLS Memo

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

October 24, 2024

Email: rkcontractors20@gmail.com

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

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

Dear Mr. Bowers:

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

Please take the following actions:

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

Email:	Carbon Copy:
Gelencia Carter, Purchasing Manager	**purchasing@cityoffortpierce.com**

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

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

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter
Gelencia Carter, Purchasing Manager

ACCEPTED BY:
R.K. CONTRACTORS, INC.

Signature (Manual)

Devin Wheaton
Signature (Typed or Printed)

VP
Title

11/15/24
Date

NOTARIZATION

STATE OF FL

COUNTY OF St Lucie

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

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

Notary Public

My commission expires: 03/15/2027

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

/gc

cc: Tracy Telle, Assistant City Engineer

UNIT PRICE CONSTRUCTION

FOR

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

CITY OF FORT PIERCE BID NO. 2024-016

Prepared by:

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

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AGREEMENT

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

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

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

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

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR'S PERFORMANCE

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

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

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

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

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

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $ 297,913.28 – Two Hundred Ninety-Seven Thousand Nine Hundred Thirteen Dollars and Twenty-Eight Cents (hereinafter the "Contract Amount or "Contract Price")**

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

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

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

NAME	FUNCTION
Randy Bowers	Super

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
INDEMNITY

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

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

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 12
SUBCONTRACTORS

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

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

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

ARTICLE 13
CHANGE ORDERS

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

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

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

b. The price breakdown:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of the amount due the Subcontractor.

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

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

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

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

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

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

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

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

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

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

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

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

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

(2) preserving and protecting Work in place; and

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

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

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

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

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

ARTICLE 16
TERMINATION BY THE CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17(A)(4) Automobile Liability Insurance.

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

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

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

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

17(A)(5) Watercraft Liability

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

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

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

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

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

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

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

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

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

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

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

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

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

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

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

17(A)(8) General Conditions

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

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

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

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

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

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

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

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

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

(1) Ratings by A.M. Best

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

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2024 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2024. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with

evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

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

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(3) Each surety shall be jointly and several liable for the full amount of the bond required.

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

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

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

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

Copies to:
City Attorney
City Manager

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida

Statutes.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

WITNESSETH:

Adam Hutchinson
Print Name

Signature

Travis Penn
Print name

Signature

CONTRACTOR:

R.K. Contractors Inc

By: Devin Wheaton / VP

Title: VP

Federal Tax ID No. 65-0433749

ATTEST:

Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

BID RESPONSE FORM

Bid No. 2024-016

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

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

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

Vendor name: R.K. Contractors Inc

Authorized Representative's Name and Title Devin Wheaton VP

Address: 1720 Copenhaver Road

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

Phone Number: 772-201-5426 Email Address: rkcontractors20@gmail.com

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

1. Use or threaten to use physical force against any person;

2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;

3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Cause or threaten to cause financial harm to any person;

6. Entice or lure any person by fraud or deceit; or

7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By: _____ Devin Wheaton / VP 11/15/24
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF St. Lucie

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

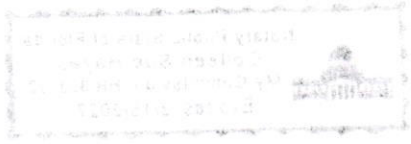
this 15th day of November, 2024 by Devin Wheaton, who is

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

Notary Public Signature: _____ (Seal)

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

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



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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH BID _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

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

Business name, if different from above

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

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

Requester's name and address (optional)

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

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ____

or

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

RKCON-1 OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER CITYFTP

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lawrence E. Kearns

ACORD 25 (2016/03)

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

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

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

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

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

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

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

The City of Fort Pierce encourages Minority Business Enterprise participation.

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

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

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SECTION 1 - DEFINED TERMS

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

SECTION 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

SECTION 3 - QUALIFICATIONS OF BIDDERS

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

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

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

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

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

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

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

SECTION 5 - INTERPRETATIONS

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

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

SECTION 6 - BID SECURITY

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

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

SECTION 7 - CONTRACT TIME

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

SECTION 8 - LIQUIDATED DAMAGES

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

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

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

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

SECTION 11 - BID FORM

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

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

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

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

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

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

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

SECTION 12 - SUBMISSION OF BIDS

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

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

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

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 14 - OPENING OF BIDS

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

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

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

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

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

SECTION 15 - BIDS TO REMAIN OPEN

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

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

SECTION 16 - AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

SECTION 17 - BONDS AND INSURANCE

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

SECTION 18 - SIGNING OF AGREEMENT

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

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

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

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

SECTION 19 - SCHEDULE OF SUBMITTALS

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

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

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

SECTION 21 – MATERIALS

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

21.2 State produced materials are now allowed.

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

GENERAL REQUIRMENTS

(Section 01000)

PART 1 – GENERAL

1.01 INTRODUCTION:

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

A. TERMINOLOGY

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

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

Director – The Director of Utilities or his authorized representative.

Department – The applicable FPUA Water or Wastewater Department.

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

Engineer – Engineer of Record.

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

1.02 COMMENCEMENT OF WORK:

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

1.03 USE OF RIGHT-OF-WAY:

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

GENERAL REQUIRMENTS

1.04 OTHER STANDARDS:

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

AASHTO, American Association of State Highway Traffic Officials

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

DIPRA, Ductile Iron Pipe Research Association

EPA, Environmental Protection Agency, United States

FDEP, Florida Department of Environmental Protection

FDOT, Florida Department of Transportation, State of Florida

FM, Factory Mutual

FS, Florida Statutes

NEC, National Electrical Code

NEMA, National Electrical Manufacturers Association

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

South Florida Water Management District

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

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

UL, Underwriters Laboratories

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

1.05 SAMPLING AND TESTING:

GENERAL REQUIRMENTS

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

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

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

1.06 LEGAL RESTRICTIONS AND PERMITS:

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

1.07 PUBLIC CONVENIENCE AND SAFETY:

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

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

1.08 CHEMICAL USAGE:

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

1.09 PROTECTION OF PROPERTY

GENERAL REQUIRMENTS

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

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

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

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

1.10 RESTORATION OF PROPERTY

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

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

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

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

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

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

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

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

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

1.11 WORK IN STREETS:

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

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

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

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

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

1.12 DISRUPTION TO EXISTING SYSTEM OPERATIONS:

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

1.13 MINIMIZING SILTATIONS AND BANK EROSION:

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

14 SURVEY AND CONSTRUCTION STAKES:

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

1.15 BENCHMARKS AND MONUMENTS:

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

1.16 EMPLOYEES AND SUPERINTENDENTS:

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

1.17 SANITARY PROVISIONS:

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

1.18 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

GENERAL REQUIRMENTS

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

1.19 SUBSTITUTIONS OR "APPROVED EQUALS":

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

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

1.20 INSPECTION BY DEVELOPER

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

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

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

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

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

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

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

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

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

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

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

1.21 INSPECTION BY OTHER AGENCIES:

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

1.22 RECORD DRAWINGS

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

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

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

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

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

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

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

E. Submittals for Record drawings are listed below:

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

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

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

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

I. All utilities shall use the following layering convention:

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

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

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

L. Draw in detail any substantial changes.

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

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

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

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

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

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

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

T. Mark all bacteriological sampling points on plans.

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

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

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

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

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

1.23 DEFECTIVE AND UNAUTHORIZED WORK:

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

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

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

1.24 WARRANTY:

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

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

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

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

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

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

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

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

1.25 UTILITY EASEMENTS:

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

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

1.26 ACTIVATION OF NEW SERVICES:

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

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

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

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

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

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

F. Valve GPS data as specified in section 1.22.

G. Copy of all release of lien forms.

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

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

J. Executed utility easements, if applicable forms.

K. Executed Annexation Agreement, if applicable.

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

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

1.27 EQUIPMENT INSTALLATION:

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

1.28 NAMEPLATES:

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

1.29 MODIFICATIONS TO EXISTING EQUIPMENT:

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

1.30 SALVAGE:

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

GENERAL REQUIRMENTS

1.31 EQUIPMENT OPERATING TESTS:

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

1.32 MANUFACTURER SUPERVISION:

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

1.33 OPERATING INSTRUCTIONS AND PARTS LISTS:

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

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

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

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

PART 1 - GENERAL

1.01 GENERAL

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

PART 2 - PRODUCTS

2.01 MATERIALS:

A. SHEETING AND BRACING:

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

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

B. CONCRETE:

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

PART 3 – EXECUTION

3.01 TRENCHING:

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

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

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

M. Backfill in Existing Traffic Zones:

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

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

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

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

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

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

END OF SECTION

WASTEWATER COLLECTION SYSTEM
(Section 02730)

PART 1 – GENERAL

1.01 GENERAL:

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

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

1.02 DESIGN STANDARDS:

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

B. System Design:

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

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

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

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

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

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

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

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

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

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

21	0.12
24	0.10

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

4. Design Considerations:

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

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

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

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

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

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

PART 2 – PRODUCTS:

2.01 STANDARD REQUIREMENTS:

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

WASTEWATER COLLECTION SYSTEM
(Section 02730)

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

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

C. Wastewater Manholes:

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

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

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

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

WASTEWATER COLLECTION SYSTEM
(Section 02730)

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

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

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

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

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

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

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

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

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

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

PART 3 – EXECUTION:

3.01 TESTING:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WASTEWATER COLLECTION SYSTEM

(Section 02730)

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

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

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

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

- All lateral sizes (either entering the main line through a T-wye connection or connected through an inline manhole), location and orientation
- Any debris or discoloration discovered.
- Each and every joint encountered.
- Depth and length (beginning and end) of ALL sags/dips found in the line that meet or exceed ½ inch.
- Any other deficiency or abnormal situation that may or may not meet FPUA Details or Specifications.

DVD/CD labels. Diskette labels shall identify the project name, project phase number, date of inspection, purpose of inspection, utility contractor name and CCTV company name. All labels shall be typed or computer generate. **Hand written labels are not acceptable**.

C. Deflection Testing: All new wastewater gravity mains are subject to deflection testing. Tests will be conducted using a 92.5% mandrel. The mandrel shall be pulled through the sewer line by hand, using a 150-pound test line. If the mandrel cannot traverse the pipe as such, then the deficiency must be corrected. The intent is to require testing of all lines.

D. Infiltration/Exfiltration Testing: When required by Utilities Engineer, all infiltration/exfiltration testing shall be performed per the appropriate ASTM specification: C828 for clay pipe and F 1417 for plastic pipe.

END OF SECTION

WATER DISTRIBUTION SYSTEMS
(Section 02715)

PART 1- GENERAL

1.01 GENERAL:

This section sets forth the general requirements for design and installation of water distribution systems for potable service.

The relevant provisions specified in Division 2, "Technical Specifications", shall be applicable to this section unless otherwise indicated herein or changed in writing by the Utilities Engineer.

SPECIAL NOTE: Due to recent amendments to Section 1417 of the Safe Water Drinking Act, effective immediately, FPUA is requiring that all water works brass installed in water distribution system meet the requirements of Senate Bill 3874/House Bill 5289 (Lead Free).

1.02 DESIGN STANDARDS:

A. Required Reference: The plans shall comply with the design and installation requirements as specified by the "Ten States Standards for Water Works", unless otherwise indicated herein or approved by the Utilities Engineer.

B. System Design:

1. **Normal Flow Demands: Flow demands for design shall be calculated on the basis of full ultimate development as shown in the following table.**

Design Flow – Residential	Estimated Flow
Single-Family Unit – Normal 3br/2bath gpd	300
Multifamily Unit – Normal type	210 gpd

Note: All other units not specified above will be assessed on a case-by- case basis.

Maximum-day demand to be used for design shall be computed by using peak factors of 1.67 for individual customers. Flow demands for commercial, industrial, or other special developments shall be established from existing records or by estimated projections, using the best available data.

2. Fire Flow: Minimum system requirements for fire flow rates and duration (time) for total flow shall be as set forth by local ordinance.

3. System Size Computation: The minimum design for water distribution systems shall provide for at least 100% of the combined maximum-day demand rate and required fire flow for said rate, with special provisions for the peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Design computation shall be by the "Kypipe" procedure for developments larger than 250 units, or other applicable methods, as dictated by the system configuration. Design flows and method of computation shall be subject to review and approval by the Engineer.

4. Valve Locations: Valves shall be provided for all branch connections, loop ends, fire hydrant stubs, or other locations, as required to provide an operable, easily maintained and repaired water distribution system. Valves are to be placed so that the maximum allowable length of water main required to be shut down for repair work shall be no more than 1,000 feet. Water mains ending as stub-outs, intended for future expansion, shall terminate with a line size gate valve and temporary blow-off, so designed that water service is not interrupted during future tie-in. Valve locations shall be so marked as specified in Section 02600. A blue magnetic ball locator as manufactured by 3M Corporation, or approved equal, shall temporarily mark valve boxes during construction.

PART 2 – PRODUCTS

2.01 STANDARD REQUIREMENTS:

A. General: The materials of construction and general installation procedures, with the exception of fire hydrants (Paragraph C Section 1 and 2, following), shall comply with the specific applicable standards set forth under the section "Utility Excavation, Trenching and Back-filling", the section "Casing Pipe – Boring and Jacking," and the section "DIP and PVC Pipe Fittings, Valves and Appurtenances," as well as "Standard Details – Water Distribution Systems."

B. Approved Pipe, Fittings, and Valves: The types tabulated below, within the size range indicated and for the applicable service, are approved for water distribution system construction:

Pipe and Fittings	Size Range
Ductile Iron (DI), Class 50 Pipe & Fittings – Cement Mortar Lined	No limit
Polyvinyl Chloride (PVC) Pipe	
AWWA C-900, DR-18	12 Inches or Less
AWWA C-905, DR-18	Larger than 12 Inches
Polyethylene Pipe Fittings	Service Connections, Brass Blow Offs, and

WATER DISTRIBUTION SYSTEMS

(LEAD FREE)	Bacteriological Sample Points
HDPE Pipe and Fittings (Shall be approved by Utilities Engineer)	No Limit

Valves	**Size Range**
Gate Valves (GV) – EPDM Wedge	24 Inches Maximum
Butterfly Valves (BFV)	30 Inches and Above
Corporation Stops & Curb Stops	Service Connections

C. Fire Hydrants: Hydrant spacing shall be as required per local ordinance. Fire hydrants must be installed on minimum-sized water mains as follows:

- Commercial area – eight inch
- Residential area – six inch

1. Fire Hydrant Requirements: Fire hydrants shall conform to AWWA C-502 and shall be of the compression, traffic model type. Hydrants shall be designed for 150 psi working pressure. The hydrant shall be equipped with two 2-1/2 inch type nozzles and one 4-1/2 inch pumper nozzle. Threads shall be National Standard. Hydrants shall be furnished with a sealed oil or grease reservoir located in the bonnet so that all threaded and bearing surfaces are automatically lubricated when the hydrant is operated. The hydrant will be designed for disassembly by use of a short disassembly wrench or the hydrant shoe having integral cast tieback lugs on the main valve to permit the main valve assembly and valve seat to be removed without digging earth or disassembling the hydrant barrel. Hydrants shall be furnished with a breakaway feature that will break cleanly upon impact. This shall consist of a two-part breakable safety flange with a breakable stem coupling. The upper and lower barrels shall be fluted and ribbed above and below the safety flange or have an extra strength lower barrel. The hydrant internal valve shall be 5-1/4 inch minimum. The pentagonal operating nuts and the cap nuts shall be 1-1/2 inch point to flat. The hydrants shall open counter clockwise and the direction of opening shall be cast on the top.

Ground flange shall be located approximately 6 inches above finished grade. The hydrant shall be equipped with a 6-inch mechanical joint base inlet. The hydrant assembly shall consist of the fire hydrant, pipe connecting of the hydrant to the water main, the gate valve and box between the hydrant and the water main, the tee at the main, the restraining devices, and the bedding material. Fire hydrants shall be Mueller Super Centurion 250 or American Darling B-84-B-5. Hydrants owned by the Fort Pierce Utilities Authority shall be painted Carnival Red from factory, not field painted; privately owned hydrants shall be painted yellow from factory, not field painted.

2. Fire Hydrant Installation: Hydrants shall be located in a manner to provide complete accessibility and so that possibility of damage from vehicle, or injury to pedestrians will be minimized. Connect hydrant to main with a 6-inch PVC or ductile iron branch controlled by an independent 6-inch gate valve. The connecting pipe shall have the same depth or cover as the main. All pipe, valve, and points from the hydrant to the main shall be restrained. When placed behind the curb, the hydrant barrel shall be set so that portion of the pumper or hose nozzle cap will not be less than 12 inches nor more than 18 inches from the gutter face of the curb. When set in the space between the curb and the sidewalk, or between the sidewalk or property line, no portion of the hydrant or nozzle cap shall be within 6 inches of the sidewalk or property line. At all times, hydrants shall be no more than 15 ft. from the curb of roadways or from the edge of pavement. Clearances of seven and one half feet (7ft-6in.) in front of and to the sides of fire hydrants, with a four- foot (4 ft.) clearance to the rear of hydrants shall be maintained. Hydrants shall stand plumb and true and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground.

D. Restraining Joints: Pressure piping fittings and other items requiring restraint shall be braced with mechanical restraining assemblies, as specified under Section 02600. Said restraining devices shall be designed for the maximum pressure condition (testing) and the safe bearing loads for horizontal thrust.

E. Pipe Depth and Protection: The standard minimum cover for water distribution systems shall be three feet from the top of the pipe to finish grade. However, should this design not be feasible, protective concrete slabs may be required over the pipe within the limits of the lesser cover. Where waterways, canals,

ditches, or other cuts are crossed, protective concrete slabs may also be required across and to ten feet each side of the bottom. Additionally, approved utility crossing signs shall be placed on the pipe alignment at each side of the canal, etc. Signs shall be approved by FPUA and the Agency having jurisdiction over said waterway.

F. Connections at Structures: When it is necessary to extend water pipes into or through structures, flexible joints shall be provided at the wall face. If the structure is used to remedy a conflict, a ductile iron casing will be provided (casing size per Section 02315)

and casing spacers used to support loading per manufacturers specifications. This design must be submitted to FPUA for review and approval prior to constructing.

G. Special Exterior Protection for Corrosion: Extra protection shall be provided for underground cast or ductile iron pipe and fittings within areas of severe corrosive conditions (i.e. the islands, Indian River Flood Plain and areas east of U.S. Highway 1), as described in ANSI/AWWA C116/A21.16. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are known to be cathodically protected, cast or ductile iron pipe crossing said utility shall be protected for a distance of 20 feet to each side, and when installed parallel to and within ten feet of, protection shall also be provided. Steel pipe shall not be installed in severe corrosion areas.

H. Air Venting and Blow-Offs: Where the water main profile is such that air pockets or entrapment could occur, resulting in flow blockage, methods for air releases shall be provided. Air venting capabilities shall be provided for distribution mains by appropriately placing fire hydrants, blow-offs or other manual devices. At critical points on major mains, air release assemblies shall be installed, with valves as specified under Section B. Special care shall be taken to preclude any cross-connection possibility in the design of automatic air release valve application. All dead-end water mains, temporary or permanent, shall be equipped with a manually operated blow-off at the terminal.

I. Service Connections: Connections to water mains shall be made by installing of service saddles. A corporation stop shall be placed at the saddle or fitting, with the service line extended to the property line, perpendicular to said line, and terminating with a lockable curb stop, pending meter installation (Re: Section 02600 for material specifications and Detail Sheet for "Typical Water Service Connection Details"). Contractor shall be responsible for installation of meter boxes for all 5/8-inch x ¾-inch meters. These boxes shall be manufactured by DFW Plastics, Inc product number DFW1219-10-AF3MF SMALL, with a black polymer body and blue polymer anti-float lid.

J. Water Meters: All water meters shall be purchased by FPUA in accordance with established procurement requirements. FPUA shall hold water meters until the water main and/or the service line has been installed, inspected, pressure tested, approved by the appropriate regulatory agency, and all fees have been paid. Water meter assemblies shall be installed by FPUA.

1. A **compound meter** would normally be specified for the following applications:

(a) Residential (Multi-family general service)

(b) Light commercial

(c) Shopping centers and malls

(d) Adult congregate living facilities

(e) Apartment complexes

(f) Condominiums

2. A **turbine meter** would normally be specified for the following applications:

(a) Industrial plants

(b) Hospitals

(c) Any facility requiring high, constant flow rates.

K. Backflow Prevention:

1. Backflow Prevention Enforcement, New Services: All potable water connections to any residential, commercial, or industrial establishment will require the installation of the appropriate backflow prevention device as established in Resolution 82-15, or as amended, as a component of the customer's installation unless this requirement is specifically waived in writing by the Utilities Engineer.

2. Backflow Prevention Devices: All backflow prevention devices installed for the purpose of protecting the distribution system shall meet or exceed the FPUA's backflow prevention device specifications. FPUA shall be sole judge of product quality and conformity to applicable standards and shall maintain a current list of approved devices which shall be available to the public. All backflow prevention devices shall meet the requirements of UA Resolution 82-15 or as amended. Only the following will be considered acceptable backflow prevention devices: Air gap, reduced pressure principle backflow preventers, and double check valve assembly backflow preventer, dual check valve assemblies are authorized for single family residential installations.

3. Location: Normally meters/backflow preventers shall be located on private property in areas designed by FPUA Engineering Department, parallel and adjacent to the property being served. Selection of an appropriate site for the larger meter/backflow preventer installation is dependent upon accessibility, landscaping, visibility and overall dimensions. All factors must be taken into consideration for appropriate location of the installation. All aboveground meters/backflow preventers shall be landscaped by the Contractor as required by City or County Ordinances.

4. Fire Service: All commercial sprinkler systems will require, as a minimum, a double detector check valve assembly backflow preventer when connected to a

potable water system. The manufacturer's cut sheets shall be submitted for FPUA approval before purchasing and shall conform to the following:

Manufacturer	Size Range
AMES Series 3000B1	2-inch
AMES Colt Series C300	4 – 10-inch
WATTS Series 757	4 – 10-inch

Note: Assemblies must contain silicone rubber check internals and EDPM OS&Y gates originally installed by the manufacturer.

Once all required testing has been completed, the fire suppression contractor shall install the assembly in the presence of an FPUA Inspector. After all DDC testing is complete, the FPUA Inspector will lock the OS&Y valves in the closed position until such time as the water mains are approved by the appropriate regulatory agency, all fees have been paid, and closeout items received.

5. Irrigation Systems: All irrigation systems will require the appropriate backflow preventer device as established in Resolution 82-15, or as amended.

PART 3 – EXECUTION

3.01 DISINFECTION:

A. Disinfection of water mains shall be conducted in accordance with AWWA C-651. Advance notice of 48 hours shall be provided to the Department before disinfecting procedures start. The FPUA Inspector shall not be responsible for obtaining approved results and the analysis shall be conducted at no cost to the Fort Pierce Utilities Authority. Mains shall not be put into service until after the necessary bacteriological samples have been approved by the applicable regulatory agencies. Samples and analysis shall be collected in accordance with standard sampling procedures and performed by a certified laboratory. Evidence that two consecutive bacteriological samples are in compliance with established regulations must be provided. Copies of approved results must be received by the FPUA Inspector.

B. Before disinfection, all mains 4-inch diameter and larger shall have a line size swab passed thru the entire length of the line to flush out all foreign material from the pipeline. Hoses, fittings, and temporary pipes in ditches shall be provided as required to dispose of flushing water without damage to adjacent properties. Flushing velocities shall be at least 2.5 feet per second.

C. Disinfection mixture shall be a chlorine-water solution having a free chlorine residual of at least 50 ppm, but no more than 200 ppm. The disinfection mixture shall be prepared by

injecting a calcium hypochlorite mixture into the pipeline at a measured rate while fresh water is allowed to flow through the pipeline at a measured rate so that the chlorine water solution is of the specified strength. Using the water main diameter and length (see attached chart), the weight of H.T.H. (calcium hypochlorite) or other approved chlorine containing chemical, quantity is determined and mixed in 50-gallon drums. Because of the solubility, not more than 5 pounds of chemical can be dissolved in one drum. Thus, a drum of water is used for each successive 5 pounds of dry chlorine (H.T.H.) used.

DISINFECTANT PREPARATION DATA

Total Pounds of 65% Calcium Hypochlorite (H.T.H.)
Needed to Dose at 200 MG/L

Size of Pipe (Inches) — **Length of Pipe (Feet)**

	100	200	300	400	500	600	700	800	900	1000
2	.04	.08	.13	.17	.21	.25	.29	.33	.38	.42
4	.17	.33	.50	.67	.84	1.00	1.17	1.34	1.51	1.67
6	.38	.75	1.13	1.51	1.88	2.26	2.64	3.01	3.39	3.77
8	.67	1.34	2.01	2.68	3.35	4.02	4.69	5.36	6.03	6.70
10	1.05	2.09	3.14	4.19	5.23	6.28	7.32	8.37	9.42	10.47
12	1.51	3.01	4.52	6.03	7.54	9.04	10.55	12.06	13.57	15.08
16	2.68	5.36	8.04	10.72	13.40	16.08	18.76	21.44	24.12	26.80
18	3.39	6.78	10.18	13.57	16.96	20.35	23.74	27.14	30.53	33.92
20	4.19	8.37	12.56	16.75	20.94	25.13	29.31	33.50	37.69	41.88

GALLONS OF WATER PER EACH FOOT

Pipe Sizes (Inches)	Volume Water (Gallons)
2	.16
4	.65
6	1.47
8	2.61
10	4.08
12	5.88
16	10.44
18	13.22
20	16.32

NOTE: Value listed in the table above are based on 65% available chlorine producing a 200 mg/l solutions.
For a solution (calcium hypochlorite, sodium hypochlorite) with available chlorine other than 65%, multiply the table above by the ratio of 65% to percentage of the available chlorine.
For a disinfectant solution required less than 200 mg/l, multiply the table above by the ratio of required design strength to 200 mg/l.

D. Point of Application: The chlorine mixture shall be injected into the pipeline to be treated at the beginning of the line through a corporation stop or suitable tap in the top of the pipeline. Water from the existing system or other approved source, shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the combined mixture shall contain 50 ppm of free available chlorine, but no more than 200 ppm of free available chlorine. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Backflow preventers shall be used if necessary.

E. Retention Period: Treated water shall be retained in the pipeline long enough to destroy all nonspore-forming bacteria. At the end of a twenty-four hour period, the disinfecting mixture shall have strength of at least 10 ppm of free chlorine. Following disinfection, water shall be flushed from the line until the water through the line is equal chemically and bacteriologically to the permanent source of supply. Disinfecting water shall not be allowed to flow into a waterway without adequate dilution or other satisfactory method of reducing chlorine concentrations to a safe level.

F. The Contractor shall furnish all equipment and materials and perform the work necessary for the disinfecting procedures, including additional disinfection as required.

3.02 TESTING:

WATER DISTRIBUTION SYSTEMS

A. The Contractor shall perform hydrostatic testing of all water distribution systems, as set forth in the following, and shall conduct said tests in the presence of representatives of the Engineer and FPUA, with 48 hours advance notice provided. Prior to the pressure and leakage testing, the water mains shall be disinfected in accordance with AWWA C-651.

B. Testing shall not proceed until all restraining devices have been installed. All piping shall be thoroughly cleaned and flushed prior to testing to clear the lines of all foreign matter. While the piping is being filled with water, care shall be exercised to permit the escape of air from extremities of the test section, with additional release cocks provided, if required. Filling of the main shall be under supervision of FPUA. Each valve section of the pipe shall be filled with water, slowly, and the specified test pressure shall be applied.

C. Hydrostatic testing shall be performed at 150 pounds per square inch pressure, unless otherwise approved by the Utilities Engineer for a period of not less than two hours. Maximum distance to test must be less than 3000 feet or as allowed by the Utilities Engineer. Testing shall be in accordance with the applicable provisions as set forth in Section 13 of AWWA Standard C600. The allowable rate of leakage shall be less than the number of gallons per hour determined by the following formula:

$$L = \frac{SD\,[(P)\,½]}{148{,}000}$$

L = allowable leakage in gallons per hour
S = length of pipe tested, feet
D = nominal diameter of the pipe in inches
P = average test pressure maintained during the leakage test in pounds per square inch gauge.

Note: Pressure testing must be completed by 12:00 noon due to thermal expansion.

D. The testing procedure shall include the continued application of the specified pressure to the test system for the two-hour period by way of a pump taking supply from a container suitable for measuring the volume displaced from said container. Any exposed pipe, fittings, valves, hydrants, and joints shall be examined during the test. Any damaged or defective pipe fittings, valves or hydrants that are discovered following the pressure test shall be repaired or replaced with sound material, and all tests shall be repeated.

E. The pressure shall not vary by more than +5 psi from the required pressure for the duration of the test. If at any point during the test the pressure loss exceeds 5 psi, the test is considered failed. Should the test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water, pumps, gauges, and all other items required to conduct the required water distribution system testing and perform necessary repairs.

END OF SECTION

DIP AND PVC PIPE, FITTINGS, VALVES AND APPURTENANCES

(Section 02600)

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

A. This section includes the material and installation standards for pipe, fittings, valves, and appurtenances, as applicable to wastewater and water installations.

B. The data included herein generally makes no reference to the service utilization for the item specified and are to be used as the standards for approved materials indicated under specific facility installations, as set forth in other sections.

C. Required specialty items not included under this section shall be high quality and consistent with approved standards of the industry for the applicable service installation.

PART 2 – PRODUCTS

2.01 PIPE AND FITTINGS:

A. Identification: All pipe and fittings shall be clearly marked with the name or trademark of the manufacturer, the batch number, the location of the plant, and strength designation, as applicable. All water main pipe, force main pipe and reuse pipe shall be marked by the use of a continuous multi-strand wire, 10 gauge THHN, blue in color for water mains, green in color for force mains, and purple in color for reuse mains, for the entire length of the pipe. The wire shall be affixed to the top of the pipe by identification tape. In situations where identification tape will not adhere to the pipe, the marking wire shall be wrapped around the pipe. Where splices are required, they shall be in accordance with FPUA Standards. Identification tape shall be buried 18" below finish grade directly above all mains and shall clearly identify the location and type of main buried below. All mains shall have locator boxes installed a minimum of every 1,000 feet. When utilities are installed in easements or right-of-ways, located in open fields or desolate areas of the FPUA service territory, a vertical fiberglass utility marker shall be place alongside each corresponding locator box.

1. PVC or DIP *water main* shall be blue in color and have "WATER MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "WATER MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.
2. PVC or DIP *force main* shall be green in color and have the words "FORCE MAIN" permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "FORCE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.

3. PVC or DIP *reuse main* shall be purple in color. The words "REUSE MAIN" shall be permanently printed in three locations equally spaced around the circumference of the pipe for the entire length of the pipe. Identification tape with the words "REUSE MAIN" must be attached to the top of the pipe in such a way as to affix the locator wire to the pipe.

B. **Corrosive Environments:** All fittings, valves, and appurtenances, for use in corrosive environments shall have exterior epoxy coatings conforming to ANSI/AWWA C116/A21.16 and all associated hardware shall be 316 Stainless Steel. Additionally, valves that are installed in corrosive environments shall be supplied with a cast bronze valve stem and 2-inch operating nut. Corrosive environments are defined as any location that is in close proximity to salt water (for example, the beach or the Indian River flood plain.)

C. Ductile Iron, General:

1. Pipe: Pipe shall be in accordance with ANSI/AWWA C151/A21.51, Class 250 (minimum), unless heavier class is required for conditions.

2. Fittings: Ductile iron pipe fittings shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C153/A21.53, Class 250 minimum.

3. Joints:

   (a) "Push On" and mechanical joints shall be in accordance with ANSI/AWWA C111/A21.11.

   (b) Restrained joint assemblies with mechanical joint pipe shall be the "Flex-Ring," "Lok-Ring," or mechanical joint coupled as manufactured by American Cast Iron Pipe Company, "Mega-Lug," Stargrip Series 3000/4000 or approved equal.

   (c) Flanged pipes and connections, including all bolts, nuts and gaskets, shall be in accordance with ANSI/AWWA C115/A21.15.

4. Coatings and Linings:

   (a) Ductile iron pipe and fittings for used water shall have an exterior asphaltic coating and shall be cement mortar lined with a bituminous sealed coasted in accordance with ANSI/AWWA C151/A21.51 and ANSI/AWWA C104/A21.4.

(b) All Ductile Iron pipe and fittings used for wastewater shall have an exterior asphaltic coating and an interior ceramic epoxy coating (Protecto 401).

(c) Machined surfaces shall be cleaned and coated with a suitable rust-preventive coating at the shop immediately after being machined.

(d) Joint Restraints shall be supplied with the following coatings: EBAA – Mega-Bond Coating, StarGrip – Star Bond Coating and Ford Meter Box Company – Epoxy Coating (E-Coat)

D. Polyvinyl Chloride (PVC) Water Pipe and Wastewater Force Main:

1. PVC will be acceptable for wastewater force mains and water mains up to and including 30-inch diameter pipe.

2. PVC pipe must meet requirements as set forth in AWWA C900 and C905 and bear the National Sanitation Foundation seal for potable water pipe. Provisions must be made for contraction and expansion at each joint with a rubber ring and integral thickened ball as part of each joint. Pipe and fitting must be assembled with nontoxic lubricant.

3. Design working pressure:
Water Main & Force Main:

C900, DR-18	C905, DR-18
(Pressure Class 235)	(Pressure Rating 235)
4" to 12"	14" to 30"

4. Connections for pipe two inches or greater in diameter shall be rubber compression ring-type. Pipe shall be extruded with integral thickened wall bells without increase in dimension ratio (DR). Rubber ring gaskets shall consist of synthetic compounds meeting the requirements of ASTM D1869 and suitable for the designated service.

E. Polyvinyl Chloride (PVC) Wastewater Gravity Pipe:

1. ASTM D1734 and ASTM D1784 Specifications for Rigid Polyvinyl Chloride Pipe Compounds.

2. ASTM D3034 and ASTM D789 Specifications for (PVC) Plastic Pipe (SDR-26) Bell and Spigot.

3. ASTM D3212 flexible gasket joints for PVC sewer compression-type. The gasket shall comply with ASTM F477

F. Polyethylene Services:

1. All main line taps to be made using either stainless steel double strap service saddles with iron pipe threads or full circle brass service saddles (when approved by Utilities Engineer).

2. Corporation stops to be provided with all service saddles and taps. Corporation stops shall be manufactured of brass alloy in accordance with ASTM B62 (latest edition) as approved by Utilities Engineer. Inlet thread shall be AWWA taper thread in all sizes in accordance with AWWA C800. Outlet connections shall have a compression-type fitting.

3. Polyethylene tubing for 1 and 2-inch water services shall conform to AWWA C901 subject to the following design criteria: Standard Code Designation PE3408, Pipe Class 200, and Dimension Ratio (DR) 9.

   Tubing shall bear identification markings, which shall remain legible during normal handling, storage, and installation, and which have been applied in a manner that will not reduce the strength of the product or otherwise damage the tubing. Marking on the tubing shall include the following and shall be applied at intervals of not more than 5 feet: nominal size, material code designation, dimension ratio, pressure class, manufacturer's name or trademark and production record code, and seal (mark) of the testing agency that certified the suitability of the tubing material for potable water products.

4. Joints for polyethylene tubing shall be of the compression type utilizing a totally confined grip seal and coupling nut. Stainless steel inserts shall also be used for all tubing services.

5. All service lines crossing under any road rights-of-way or permanently paved or concrete areas to be provided with a schedule 40 PVC casing. Casing shall extend a minimum of five feet beyond either side of pavement. Casing ends shall be sealed with Permagum duct seal, no duct tape shall be allowed.

Service Line (Inch)	PVC Casing (Inch)
1	2
2	3

6. All fittings and stops to be high quality water works brass and equipped with compression-type connections.

7. Straight ball meter valves shall be Ford Grip Joint or Mueller (lockwing), double locking or approved equal.

8. 5/8 – inch x ¾ – inch and 1 – inch meter installations shall be placed in boxes. These boxes shall be manufactured by DFW Plastics, Inc product number DFW1219-10-AF3MF SMALL, with a black polymer body and blue polymer anti-float lid.

9. Water meters and backflow preventers shall be purchased by the customer and installed by FPUA in accordance with established procurement requirements.

G. Special Items:

1. Expansion Joints: Pipe expansion joints shall be suitable for the applicable service with a minimum 150 psi working pressure and shall be Style No. 500, as manufactured by Mercer Rubber Company, or approved equal.

2. Tapping Sleeves and Crosses: Tapping sleeve shall be split-type stainless steel with flanged outlet for connection to tapping valve. Body shall be constructed of Grade 18-8 type 304 stainless steel to provide corrosion protection. Flange shall be 18-8 type 304 stainless steel and conform to AWWA C207 class D ANSI 150 lb. drilling. Bolts and nuts are to have 18-8 stainless steel treads, and capable of being torqued to 150 ft lbs. for high sealing capability. Tapping sleeves are to be Ford Fast Tapping Sleeve, JCM or approved equal.

3. Service Saddles: Saddles for PVC or ductile iron pipe shall be stainless steel double strap service saddles with iron pipe threads and the iron body must be epoxy or nylon coated or otherwise approved by the Utilities Engineer. Sealing gaskets shall be suitable for the applicable service and straps shall be corrosion resistant alloy steel.
4. Polyethylene Encasement: Encasements shall comply with ANSI/AWWA C105/A21.5, "Polyethylene Encasement for Ductile Iron Pipe Systems."

2.02 VALVES:

A. GENERAL

1. The valve type, size, rating, flow direction arrow, if applicable, and manufacturer shall be clearly marked on each unit. Valves shall open left (counterclockwise), with an arrow cast in the metal of operating hand wheels and nuts indicating the directions of opening.

2. Valves shall open counterclockwise. Operators shall comply with AWWA C504 with 2-inch square operating nut. Operators shall be fully gasketed and grease-packed to withstand an external water pressure of 10 psi. Valve operators for valves 24 inch and smaller shall be traveling nut or worm gear type fully field adjustable stops so the operator does not have to be disassembled for valve seat

adjustment. Valves larger than 24-inch shall be equipped with worm gear type operators. Appurtenances shall be furnished by the valve manufacturer.

B. GATE VALVES (GV)

1. Underground Service (General): Valves two inches and larger shall be iron body, bronze mounted, conforming to AWWA C509, EPDM resilient wedge, non-rising stem type, and shall be equipped with two-inch square cast iron wrench nuts. Gate valves shall be Mueller, Kennedy, American, or approved equal.

2. Above Ground Service (General): Valves shall be iron bodied, bronze mounted EPDM resilient wedge, conforming to AWWA C509. Valves shall be OS&T, rising stem type. Valves shall be as manufactured by Mueller, Clow, Kennedy, American, or approved equal.

3. Tapping Valves: Valves shall conform to the specifications set forth under Paragraphs 1 and 2 (proceeding), for the applicable service conditions. Additionally, units shall be compatible with the connecting sleeve or saddle and specially designed for wet tapping installation operations. Tapping valves shall be Mueller, Kennedy, and American or approved equal.

4. Actuators: Valves 16 inches and larger shall be equipped with approved gearing actuators, with sealed enclosures for buried or submerged service, and shall be furnished by the valve manufacturer. Position indicators shall be furnished as required.

C. PLUG VALVES (Force main application ONLY):

1. General Service: All plug valves must be bi-directional interior epoxy coated cast iron, ductile iron or steel bodied eccentric-type with resilient faced plugs capable of drip-tight shutoff at rated pressure when applied to either side of the valve, conforming to AWWA C517. All valves up to and including 24-inch, shall be designed for minimum working pressure of 150 psi. Larger valves shall be designed for a minimum working pressure of 120 psi. The port area of the valve shall be the largest area available for the size valve being installed or specified for installation by the Utilities Engineer. Valves shall be as manufactured by Val-Matic, Dezurik, Clow, or approved equal.

2. Actuators: Valves shall be equipped with an approved gear actuator sized appropriately for the valve size specified. Buried and submerged services will be installed with sealed enclosures with a 2-inch actuating nut attached to the actuator, unless otherwise approved by the Utilities Engineer. Actuator bearings must be constructed of heavy-duty bearings capable of resisting corrosion and prevent binding.

D. CHECK VALVES (CV):

1. General Service: Water valves shall be iron body, bronze mounted, outside lever and weight, and equipped with removable inspection covers. Check valves 6 to 12 inches shall have a minimum working pressure of 175 psi, and units 16 to 24 inches shall be rated for 150 psi minimum working pressure and shall permit full flow area equal to that of the connecting pipe. Valves shall be as manufactured by Clow, M&H, American, or approved equal.

2. Valves 2-Inches and Smaller: Valves shall be bronze body and disc, swing check-type, with removable inspection covers, and rated for 150 psi minimum working pressure. For two-inch grinder pump applications, a Flomatic Model 208T ball check valve will be required, or approved equal.

E. CORPORATION STOPS AND CURB STOPS:

Units shall be brass equipped with connections compatible with the connecting service pipe-type; must have grip joint type or compression connections for polyethylene tubing with locking collars and stainless steel inserts.

F. AIR RELEASE VALVES – AIR AND VACUUM VALVES:

Water (Vent Only): Valves shall be cast iron or bronze body, suitable for domestic water service, rated for a minimum 150 psi working pressure. Automatic air release valves shall be 2-inch valves as manufactured by APCO or Val-Matic or approved equal.

Wastewater: Valves shall be nylon bodied, with a 2-inch NPT threaded connection and designed to sustain an air gap separation under pressure up to 150 psi. Automatic air release valve shall be manufactured by A.R.I., D-025 "SAAR" combination air valve for sewage.

G. SPECIAL ITEMS

1. Valve Boxes: Units shall be adjustable, cast iron, two-piece screw-type with minimum interior diameter of five inches, and a LOCKABLE cast cover with the applicable inscription in legible lettering on the top: "SEWER", "REUSE" or "WATER." Boxes shall be suitable for the applicable surface loading and valve size, and shall be as manufactured by Davis Meter and Supply Division, or approved equal. Valve boxes for treated effluent systems shall be marked accordingly. Extension pieces, if required, shall be the manufacturer's standard screw-type for use with the valve box.

2. Extension Stem for Valve Operators: Where the depth of the operating nut is more than 3 feet, operating extensions shall be provided to bring the operating nut to a point 12 inches below finished grade. The extension shall be steel construction

and permanently attached to the operating nut on the valve. The use of setscrews will not be allowed.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL REQUIREMENTS:

1. Piping, fittings, valves, and appurtenances shall be installed in accordance with these Standards and in general with the manufacturer's recommendations for the applicable service. All aforementioned items are to be inspected by a FPUA representative in place, before backfilling to ensure the accuracy and quality of the installation and parts.

2. Piping shall be installed along straight line and grade between fittings, manholes, or other defined points, unless other definite lines of alignment deflection or grade change have been established. Modification to approved alignment or grade during construction shall receive prior approval from the Utilities Engineer, and all resulting design conflicts shall be resolved by the Utilities Engineer prior to proceeding.

3. Materials shall be cleaned and maintained clean, with all coatings protected from damage. The interior of the pipe shall be free of dirt and debris, and when work is not in progress; all open ends shall be plugged.

4. Underground piping shall not be driven to grade by striking it. When the pipe has been properly bedded, enough compacted backfill shall be placed to hold the utility in correct alignment. If necessary, precaution shall be taken to prevent flotation.

5. Joining shall be by the manufacturer's approved method and shall not require undue force to accomplish full satisfactory seating and assembly. Connections at structures shall be cut accurately and worked into place without forcing and shall align with the connecting point. Flanged joints shall be made up tight, but with care taken to prevent undue strain upon equipment or other items. Suitable flange filler rings shall be installed where required to provide suitable joints. The installation shall be permanently watertight, with no visible leakage at joints, connections with structures or other locations, under operational or testing conditions. Material that in jointing does not remain completely seated and/or watertight shall be rejected.

6. Underground pressure piping systems shall be securely anchored by acceptable means at all tees, plugs, caps, bends and valves, and at all other locations where unbalanced forces exist or as directed by the Utilities Engineer. Restrained joints shall be used in accordance with manufacturer's recommendations.

7. FPUA will accept Uni-Flange, Mega-Lug, and Stargrip Series 3000/4000 or approved equal, restraining systems. The Contractor shall supply to the Utilities Engineer a shop drawing of every typical fitting assembly within the project, which reflects the restraint detail proposed for use (including length of pipe restraint). Said shop drawing shall specify the particular system to be utilized and no substitutions will be allowed after approval without re-submittal of shop drawings and written approval by the Utilities Engineer.

8. Exposed systems shall be supported as necessary to hold the piping and appurtenances in a firm, substantial manner to the required lines and grades indicated, with no undue piping stresses transmitted to equipment or other items. Piping within buildings shall be adequately supported from floors, walls, ceilings, or beams. Supports from the floor shall be by suitable saddle stands or piers. Piping along walls shall be supported by satisfactory wall brackets, or saddles, or by wall brackets with adjustable hanger rods. For piping supported from the ceiling, approved rod hangers of a type capable of screw adjustment after erection of the piping shall be used. Pipe aboveground outside of buildings shall be supported on concrete supports or pre-manufactured adjustable pipe supports.

9. Proper provision for exposed expansion or contraction shall be provided by installation of expansion joints or other suitable methods. Additionally, flexible connections shall be provided to expedite equipment or piping system removal.

10. Sub aqueous pipe laying may be permitted where conditions make it impractical to lay pipe "in the dry," provided the Contractor submits his plans for laying pipe under water to the Engineer and obtains advance approval thereof. All sub aqueous crossings shall be made in accordance with all approved permits.

B. DUCTILE IRON (DI) PIPE:

Installation shall be performed in accordance with the applicable provisions of AWWA Standard C600. The opening cut in the pipe wall for installation of tapping saddles and sleeves shall be made by a special tapping machine designed for this specific service. All pipe cutting shall be accomplished by power operated abrasive wheel or saw cutter, or other methods approved by the pipe manufacturer. Where required, Polyethylene Encasement shall be installed as set forth under AWWA C105.

C. INSPECTION CRITERIA OF (DI) PIPE AND FITTINGS:

All pipe, valves, fittings, or other items shall be inspected prior to installation and *shall be rejected* if any of the following conditions exist:

1. Interior Surfaces:

(a) The interior cement or ceramic epoxy lining is damaged, broken or severely cracked.

(b) The interior cement or ceramic epoxy lining is found to be excessively non-uniform.

(c) Protruding materials are found in the rubber seal location (Gasket Raceway). If this condition is minor, it may be field corrected and recoated as required.

(d) **ANY** interior surface that is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated at the discretion of the Utilities Engineer.

2. Exterior Surfaces:

(a) Surfaces show visual defects.

(b) Exterior surface is rusted with pits or other corrosive damage. Surface rust may be corrected and recoated as required.

(c) **ANY** surface rust on ductile iron fitting that has been epoxy coated for corrosion resistance in harsh soil environments.

(d) **ANY** pipe or fitting which has received a severe blow that may have caused an incipient fracture, even though not visible.

3. Marking of Rejected Fittings: Fittings that have obvious casting defects or other imperfections that affect the structural integrity of the fitting may be marked with paint. These fittings shall not be allowed for use in FPUA under any circumstances. Fittings that fail for cosmetic reasons, (surface rust, coating problems, etc.) shall be tagged and identified to the Contractor or distributor. The problem must corrected by the Contractor or distributor to the inspector's satisfaction prior to installation in FPUA system.

D. POLYVINYL CHLORIDE (PVC) PIPE:

Lubrication used for pipe and fitting joints shall be nontoxic (NSF approved for potable water) and recommended for use by the pipe manufacturer. The use of vegetable oil, and lard type (Crisco) cooking matter shall not be allowed under any circumstances. For all installations, ensure the provisions of AWWA Manual M-23 are followed.

E. VALVES:

1. General: Valves shall be carefully inspected, opened wide, and then tightly closed prior to installation, and all the various nuts and bolts thereon shall be tested for

tightness, per manufacturer specifications. Special care shall be taken to prevent joint materials, stones, or other substances from becoming lodged in the valve seat. Valves, unless otherwise required, shall be set with their stems vertically above the centerline of the pipe. Any valve that does not operate correctly shall be adjusted to operate properly or removed and replaced.

2. Buried valves shall be installed vertically where depth of cover permits. Where depth of cover does not permit, side operators shall be used. Extension stems shall be provided on all buried valves when the operating nut is deeper than three feet below the final grade, with sufficient stem extension to place the nut not more than three feet below grade. Where extension stems are required within valve boxes, approved insert stem guides shall be provided. All valve locations are to be marked by use of a reflective marker (RPM) attached to the pavement or concrete pad near the valve box per Detail M-6 and at the edge of pavement. Blue RPMs shall be used for water, green for force mains and purple for reuse mains.

3. Valve boxes shall be carefully centered over the operating nuts of underground valves to permit a valve wrench to be easily fitted to the nut. The tops of valve boxes shall be set to the required grade. The valve box **SHALL NOT** transmit surface loads directly to either the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve boxes. Any valve box that becomes out of alignment or is not to grade shall be dug out and adjusted. Concrete pads will be provided around boxes, in accordance with the typical gate valve and valve box detail.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

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BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

KINGS LANDING OFFI-SITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE

NAME OF BIDDER: R.K. Contractors, Inc

MAILING ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945

STREET ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945 (Zip Code)

PHONE NUMBER: 772-201-5426

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: R.K. Contractors, Inc
(Type or Print)

By: _____

Name: Randy Bowers

Title: President

Dated: February 19th, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Devin Wheaton

Title: Vice President

Witnesses: Adam Hutchinson

(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CUC056834 8/31/24 Underground Utility & Excavation

END OF SECTION

Executed in 1 Counterpart

EXHIBIT "D"
BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that R. K. Contractors, Inc. we,

---, as Principal, and

United Fire & Casualty Company, as Surety,

are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid ---

--- Dollars ($----------10%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 20, 2024, for the Bid No. 2024-016, KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE Ft. Pierce, FL

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

_____

_____

PRINCIPAL

R. K. Contractors, Inc.

By: _____
(Signature)

Name: Randy Bowers

Title: President

ATTEST (If corporation)

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

(Corporate Seal)

SURETY

United Fire & Casualty Company

By: _____
(Signature)

Name: Jeffrey W. Reich Inquiries: 407-786-7770

Title: Attorney-In-Fact & FL Licensed Resident Agent

(Surety Seal)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 20th day of February, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

Bond No. 3304337
Executed in 2 Counterparts

Performance Bond

CONTRACTOR:
(Name, legal status and address)
R. K. Contractors, Inc.
1720 Copenhaver Road
Ft. Pierce, FL 34945 (772) 201-5426

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240 (941) 907-3224

OWNER:
(Name, legal status and address)
THE FORT PIERCE REDEVELOPMENT AGENCY AND THE CITY OF FORT PIERCE
100 North US Highway 1 Fort
Pierce, FL 34950 772-467-3774

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5413336 11/26/2024 11:40:53 AM
OR BOOK 5238 PAGE 647 - 655 Doc Type: BOND
RECORDING: $78.00

CONSTRUCTION CONTRACT
Date:

Amount: $297,913.28

Description:
(Name and location)
Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, Fort Pierce, Florida

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $297,913.28

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
R. K. Contractors, Inc.
Signature:
Name and Title: Devin Wheaton VP

SURETY
Company: *(Corporate Seal)*
FCCI Insurance Company
Signature:
Name and Title: Jeffrey W. Reich Attorney-In-Fact & Florida Licensed Resident Agent

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or **BROKER:**
Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Maitland, FL 32751

407-786-7770

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ **16** Modifications to this bond are as follows:

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	Devin Wheaton VP	Name and Title:	
Address:	1720 Copenhaver Rd Fort Pierce, FL 34945	Address:	

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Bond No. 3304337

Executed in 2 Counterparts

Payment Bond

CONTRACTOR:
(Name, legal status and address)

R. K. Contractors, Inc.
1720 Copenhaver Road
Ft. Pierce, FL 34945 (772) 201-5426

SURETY:
(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240 (941) 907-3224

OWNER:
(Name, legal status and address)

THE FORT PIERCE REDEVELOPMENT AGENCY AND THE CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34950 772-467-3774

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: $297,913.28

Description:
(Name and location)
Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, Fort Pierce, Florida

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $297,913.28

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
R. K. Contractors, Inc.
Signature:
Name and Title: Devin Wheaton VP

SURETY
Company: *(Corporate Seal)*
FCCI Insurance Company
Signature:
Name and Title: Jeffrey W. Reich Attorney-in-Fact & Florida Licensed Resident Agent

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Maitland, FL 32751

407-786-7770

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ **10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ **11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ **12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ **13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ **14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ **15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ **16 Definitions**

§ **16.1 Claim**. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ **16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ **16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	Devin Wheaton VP	Name and Title:	
Address:	1720 Copenhaver Rd Fort Pierce, FL 34945	Address:	

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FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jeffrey W. Reich

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

Surety Bond No.: 3304337

Principal: R. K. Contractors, Inc.

Obligee: FORT PIERCE REDEVELOPMENT AGENCY/ City of Fort Pierce

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Notice to Proceed on Project: **Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive**

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2024 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____, **2024.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ _____
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ _____
Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ _____
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ _____
ORIGINAL CONTRACT TIME	_____ Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	_____ Calendar Days
Net (Increase) (Decrease) Resulting from this CHANGE ORDER	_____ Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	_____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
___ Attorney

_____
___ Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. R.K. Contractors, Inc

2. Permanent Main Office address. 1720 Copenhaver Road., Ft. Pierce, FL 34945

3. When organized? 8/27/1993

4. If a corporation, where incorporated? Florida

5. How many years have you been engaged in construction under this present firm or trade name? 31 years

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See attached

7. General character of work performed by you.

8 Have you ever failed to complete any work awarded to you? If so, where and why? No

9. Have you ever defaulted on a contract? If so, where and why? No

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See attached

11. List your major equipment available for this contract. See attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See attached

13. Background and experience of the principal members of your company, including the officers. See attached

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at 02/20/24 this 20th day of February, 2024.

Contractor:

R.K. Contractors, Inc

By _____

Randy Bowers President

(Name & Title)

County of St. Lucie
State of FL

Randy Bowers, being duly sworn, deposes and says that he is President R.K. Contractors, Inc and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of Feb, 2024.

_____
Notary Public

My Commission Expires:

3/15/27 (Seal)

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #15 Receipt #1799-00940013

Expires SEPTEMBER 30, 2024

Type of business 1799 MISC/SPECIALTY CONTRACTOR (Underground Utility & Excavation Contractor)

DBA name R.K contractors, Inc

Business Randy Bowers

Mailing address: Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

Business location: 1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

RENEWAL
Original tax: $24.75
Penalty:
Collection cost:
Total: $24.75

City of Fort Pierce
2313-133-0001-000/3

Paid 07/03/2023 24.75

3928524909CC

0025-20230703-042789

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance, a Marsh & McLennan Agency LLC company
20 N Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Rachel Uhlar
PHONE (A/C, No, Ext): (312) 625-5933 **FAX (A/C, No):** (847) 440-9126
E-MAIL ADDRESS: rachel.uhlar@marshmma.com

INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURER A: Prescient National Insurance C — 12773
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

COVERAGES **CERTIFICATE NUMBER:** 1978274221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
	OTHER						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC005000001123	7/15/2023	7/15/2024	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

Coverage is extended to the co-employees of R.K. Contractors Inc.

CERTIFICATE HOLDER

CITY OF FT. PIERCE
100 NORTH US 1
FT. PIERCE FL 34954

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gina Foljak

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City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: August 16, 2023

Comp Card Expires: September 30, 2024
State License Expires: CUC056834 08/31/24
Worker's Comp Expires: WC003000001122 07/15/24
Liability Ins. Expires: 72698658 10/03/23

City of Fort Pierce, Florida
Certificate of Competency

UNDERGROUND UTIL & EXCAVATION CERT
Control #0049840 License # 24-00032768

R.K. CONTRACTORS, LLC
BOWERS, RANDY
1720 COPEN HAVER RD
FT PIERCE FL 34950

R.K. CONTRACTORS, LLC
1720 COPEN HAVER RD

FT PIERCE FL 34950

RK Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
RKContractors20@gmail.com
CUC056834

RK Contractors has been doing business in the tri-county area for over the past 25 years. We specialize in all aspects of underground utility construction including commercial, residential, and municipal projects. We offer complete packages for new drainage systems, water service systems, sewer service systems, and fire line installations as well as emergency repairs of existing systems.

Trade References

Hooks Construction
2211 S Kanner Hwy
Stuart, FL 34994
Steve Hooks
772-419-8828 (Office)
steve@hooksconstruction.net

C Calvert Montgomery & Associates
959 SE Federal Highway
Stuart, FL 34994
Scott Montgomery
772-287-3636 (Office)
scott@ccmaengineers.com

Mathers Engineering Corporation
2431 SE Dixie Highway
Stuart, FL 34996
Bill Mathers
772-287-0525 (Office)

Pav-Co Construction
533 SE Central Parkway
Stuart, FL 34994
Bill Carpino
772-286-7385 (Office)
pavcocontracting@aol.com

Core & Main
7374 Commercial Circle
Ft. Pierce, FL 34951
Pat Zaccaro
772-466-5955 (Office)
Pat.Zaccaro@coreandmain.com

Gil Hyatt Construction
1082 NE 45th Street
Oakland Park, FL 33334
Jim Hennessey
203-510-5965 (Cell)
Jim.H@gilhyatt.com

Tommy Hawkins & Sons
909 Barrel Ave
Ft. Pierce, FL 34982
RJ Buchmeyer
772-464-7587 (Office)
rj@hawkinspaving.net

EDC Engineering
10250 SW Village Parkway
Port St. Lucie, FL 34987
Steve Orazzi
423-327-7191

Recently Completed Projects

Lakeside Storage
Okeechobee, FL
Lauren Jock Trucking
$575,000

Wawa #5307
Stuart, FL
Hooks Construction
$485,000

Wawa #5387
Ft. Pierce, FL
Hooks Construction
$230,000

Martin County Fire Station #14
Stuart, FL
The Morganti Group
$152,000

Indian River Spirits
Ft. Pierce, FL
Todd Thompson Inc
$170,000
Todd Thompson
772-473-9900

7/11 #41527
Ft. Pierce, FL
Gil Hyatt Construction
$95,000
Jim Hennesy
203-510-5965

Palm City Elementary
Palm City, FL
Tommy Hawkins & Sons Construction
$1,379,000

Tradition Lift Stations
Port Saint Lucie, FL
Guettler Brothers Construction
$15,000 per station piping x20 (ongoing installs)
Dave Morgan
772-216-2583

Paradise Park Drainage (City Of Ft. Pierce)
Ft. Pierce, FL
Lauren Jock Trucking
$700,000

Lift Station #40 (City Of Port St. Lucie)
Port St. Lucie, FL
Lauren Jock Trucking
$150,000

8th Street Improvements (City Of Fort Pierce/FPUA)
Ft. Pierce, FL
Pavco Contracting
$75,000
Bill Carpino
772-286-7385 (Office)

Chipotle/Ft. Pierce Commercial Development
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$690,000
RJ Buchmeyer
772-370-9144

ALDI Store #37
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$153,000
RJ Buchmeyer
772-370-9144

Wallace Automotive ROW Drainage Improvements
Stuart, FL
Wallace Enterprises
$236,415
Edward Flavin 954-494-7323

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHEATON, DEVIN THOMAS

TREASURE COAST GENERAL CONTRACTORS, LLC.
1720 COPENHAVER RD
FORT PIERCE FL 34945

LICENSE NUMBER: CGC1526542

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWERS, RANDY LEE

R K CONTRACTORS INC
803 S INDIAN RIVER DR
FORT PIERCE FL 34950

LICENSE NUMBER: CUC056834

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Equipment Available For Kings Landing Project

2022 Case 621G Front End Loader

2021 Case 145D Tracked Excavator

2017 Case Mini Excavator

Various compactors, generators, etc

R.K. Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
CUC056834

Contracts On Hand

Oleander Multi Family Development
Ft. Pierce, FL
$145,000
Est Date of Completion: 3/12/24

Perez Duplex Water Improvements
Stuart, FL
$25,000
Est Date of Completion: 2/25/24

Innovation Business Park Phase II
Tradition, FL
$50,000
Est Date of Completion: 3/1/24

Background & Experience Of Principal Officers

Randy Bowers-President
30 years experience in underground utility installations
State Of Florida Certified Underground Utility Contractor (CUC056834)
State Of Florida Certified Class V Fire Contractor

Devin Wheaton-Vice President
15 years experience in general contracting including new commercial builds and underground utility installations
State Of Florida Certified General Contractor (CGC1526542)
State Of Florida Certified Underground Utility Contractor



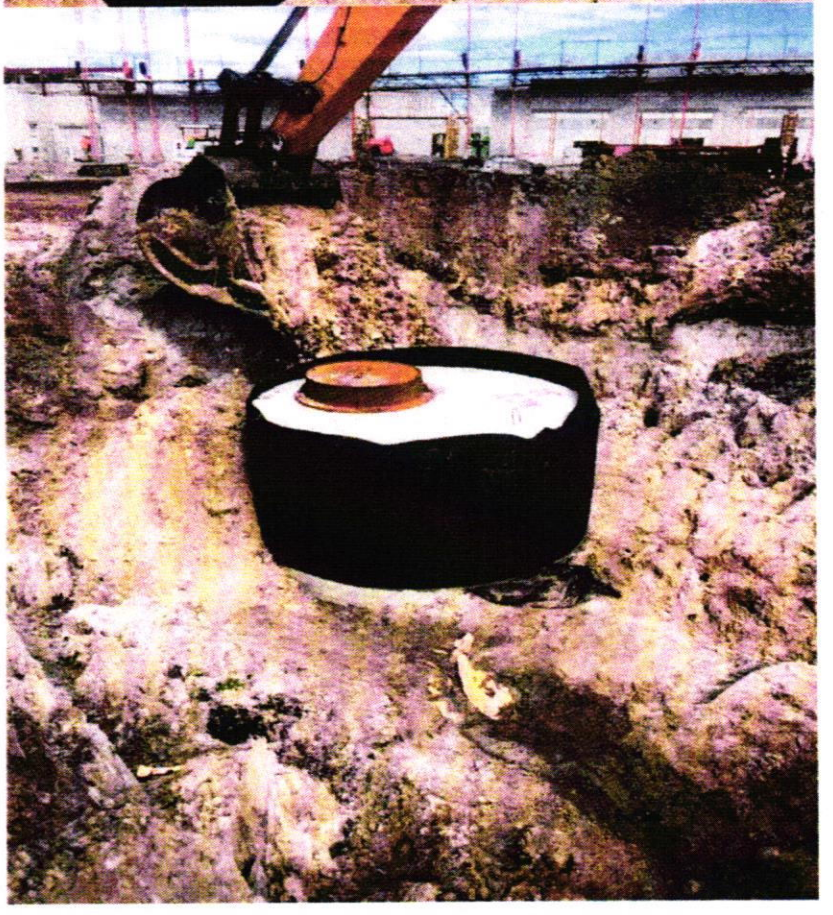


HOOKS

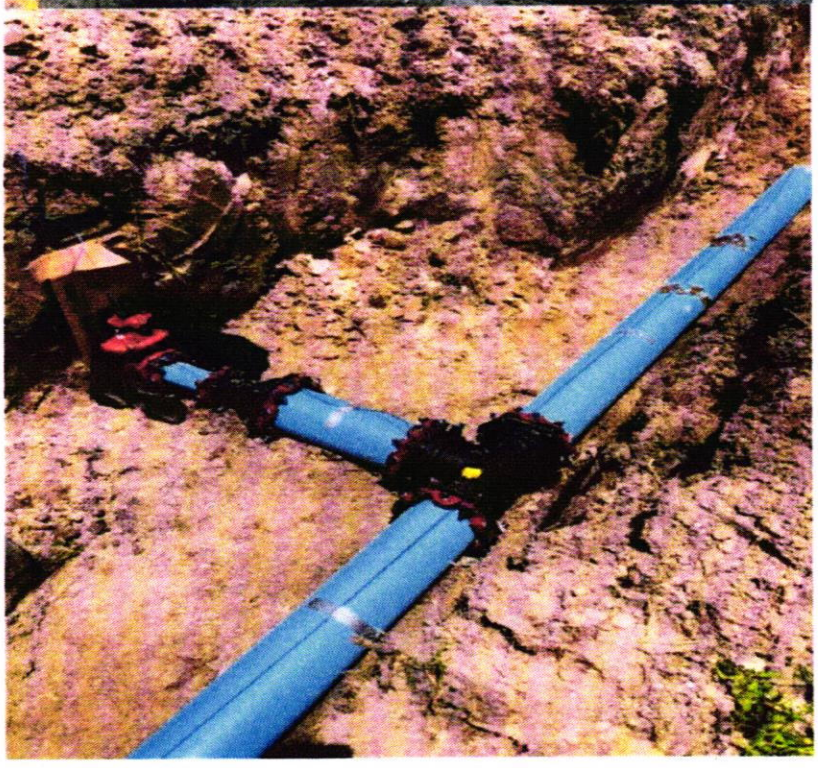
Wawa #5307 Martin County

6-22-21


CAUTION
CUIDADO
CAUTION








CASE

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Randy Bowers, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

R.K. Contractors, Inc
(Firm Name)

By: Randy Bowers

Title: President

Subscribed and sworn to before me this 20th
day of Feb, 2021

Notary Public

My Commission expires: (Seal)
3/15/27

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by R.K. Contractors, Inc
(name of entity submitting sworn statement)
whose business address is 1720 Copenhaver Road., Ft. Pierce, FL 34945
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0433749
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Randy Bowers my relationship to the entity
(please print name of individual signing)
named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2/20/24

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Randy Bowers who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 20 day of Feb, 2024

NOTARY PUBLIC SEAL:

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

My commission expires: 3/15/27

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 19th, 2024

Official Address
(Including Zip Code):

1720 Copenhaver Road

Ft. Pierce, FL 34945

By: Randy Bowers

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Ten thousand dollars Dollars ____
(Written)

$10,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: R.K. Contractors, Inc
(Company-Contractor)
By: _____
(President's Signature)
Randy Bowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida on the 20th day of Feb, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 3/15/27

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

EXHIBIT "D"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

R.K. Contractors, Inc does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

1/10/25
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
None noted			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: R.K. Contractors, Inc

Corporate Title: _____

Address: 1720 Copenhaver Road

Ft. Pierce, FL 34945
(Zip Code)

By: Randy Bowers (Print name) President (Print title)

(Authorized Signature)

Telephone: ( ) 772-260-2488

Fax: ( ) _____

State License # CUC056834 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited _____(yes/no)

If "NO", Limited to what trade? Underground Utilities + Excavation

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE B AND INDIAN RIVER DRIVE

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
See attached reference sheet			

END OF SECTION

EXHIBIT "D"

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B & INDIAN RIVER DRIVE**

Bid No.: **2024-016**

Project Description: The project involves the proposed extension of Means Court between Avenue B and Moore's Creek. It includes associated improvements such as storm drainage, curb and gutter installation, sidewalks, signage, road striping, landscaping, driveway aprons, a water distribution system, and sanitary sewer upgrades to support a new residential subdivision.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: R.K. Contractors, Inc

Authorized Signature: _____

Title: Vice President

Date: 1/10/25

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer's or Project Manager's, as designated by the City Manager pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer's or Project Manager's, as designated by the City Manager pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer's or Project Manager's, as designated by the City Manager of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer's or Project Manager's, as designated by the City Manager to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

A dependent special district of the City of Fort Pierce, which will contribute financially to this project.

1.1.22 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.23 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.24 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.25 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.26 OWNER

The City of Fort Pierce: The Owner.

1.1.27 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.28 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.29 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer's or Project Manager's, as designated by the City Manager.

1.1.30 ENGINEERING INSPECTOR

The authorized representative of the City Engineer's or Project Manager's, as designated by the City Manager who is assigned to the site inspection or any part thereof.

1.1.31 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.32 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.33 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.34 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.35 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word "approved," "reviewed," "acceptable," "satisfactory," "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer's or Project Manager's, as designated by the City Manager or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word "provide" is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term "Project Manual" as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's or Project Manager's, as designated by the City Manager's or Project Manager's, as designated by the City Manager, common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER'S OR PROJECT MANAGER'S, AS DESIGNATED BY THE CITY MANAGER

2.1 The City Engineer's or Project Manager's, as designated by the City Manager or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer's or Project Manager's, as designated by the City Manager or Project Manager, as designated by the City Manager will visit the site at intervals to check the quality or quantity of the Work. The City Engineer's or Project Manager's, as designated by the City Manager or designee will not be responsible

for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer's or Project Manager's, as designated by the City Manager or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer's or Project Manager's, as designated by the City Manager or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer's or Project Manager's, as designated by the City Manager or designee may perform his functions under the Contract Documents.

2.3 The City Engineer's or Project Manager's, as designated by the City Manager will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer's or Project Manager's, as designated by the City Manager for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer's or Project Manager's, as designated by the City Manager for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer's or Project Manager's, as designated by the City Manager that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer's or Project Manager's, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer's or Project Manager's, as designated by the City Manager in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer's or Project Manager's, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer's or Project Manager's, as designated by the City Manager with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the

City Engineer's or Project Manager's, as designated by the City Manager by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer's or Project Manager's, as designated by the City Manager for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer's or Project Manager's, as designated by the City Manager may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer's or Project Manager's, as designated by the City Manager to review the information as required.

4.12.2 Contractor shall also submit to City Engineer's or Project Manager's, as designated by the City Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer's or Project Manager's, as designated by the City Manager specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer's or Project Manager's, as designated by the City Manager for review and approval of each such variation.

4.12.5 City Engineer's or Project Manager's, as designated by the City Manager will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's or Project Manager's, as designated by the City Manager's review and approval will be only for conformance with the design

concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer's or Project Manager's, as designated by the City Manager and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer's or Project Manager's, as designated by the City Manager on previous submittals.

4.12.6 City Engineer's or Project Manager's, as designated by the City Manager's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's or Project Manager's, as designated by the City Manager's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer's or Project Manager's, as designated by the City Manager has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer's or Project Manager's, as designated by the City Manager relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's or Project Manager's, as designated by the City Manager's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise

altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer's or Project Manager's, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer's or Project Manager's, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and

the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer's or Project Manager's, as designated by the City Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer's or Project Manager's, as designated by the City Manager shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer's or Project Manager's, as designated by the City Manager timely notice of its readiness so the City Engineer's or Project Manager's, as designated by the City Manager may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer's or Project Manager's, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer's or Project Manager's, as designated by the City Manager when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer's or Project Manager's, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer's or Project Manager's, as designated by the City Manager determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer's or Project Manager's, as designated by the City Manager may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer's or Project Manager's, as designated by the City Manager not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only

one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer's or Project Manager's, as designated by the City Manager an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer's or Project Manager's, as designated by the City Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer's or Project Manager's, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer's or Project Manager's, as designated by the City Manager shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer's or Project Manager's, as designated by the City Manager will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer's or Project Manager's, as designated by the City Manager determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's or Project Manager's, as designated by the City Manager's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer's or Project Manager's, as designated by the City Manager shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer's or Project Manager's, as designated by the City Manager has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer's or Project Manager's, as designated by the City Manager may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by

the Contractor and the action taken thereon by the City Engineer's or Project Manager's, as designated by the City Manager on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer's or Project Manager's, as designated by the City Manager shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer's or Project Manager's, as designated by the City Manager receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer's or Project Manager's, as designated by the City Manager may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer's or Project Manager's, as designated by the City Manager is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer's or Project Manager's, as designated by the City Manager cannot agree on a revised amount, the City Engineer's or Project Manager's, as designated by the City Manager will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer's or Project Manager's, as designated by the City Manager also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer's or Project Manager's, as designated by the City Manager may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer's or Project Manager's, as designated by the City Manager will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's or Project Manager's, as designated by the City Manager's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer's or Project Manager's, as designated by the City Manager: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or

unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or
2. Faulty or defective Work appearing after Substantial Completion; or
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer's or Project Manager's, as designated by the City Manager and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer's or Project Manager's, as designated by the City Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer's or Project Manager's, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S OR PROJECT MANAGER'S, AS DESIGNATED BY THE CITY MANAGER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer's or Project Manager's, as designated by the City Manager will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer's or Project Manager's, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer's or Project Manager's, as designated by the City Manager written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer's or Project Manager's, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer's or Project Manager's, as designated by the City Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer's or Project Manager's, as designated by the City Manager or to

requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer's or Project Manager's, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer's or Project Manager's, as designated by the City Manager has not specifically requested or required to observe prior to being covered, the
City Engineer's or Project Manager's, as designated by the City Manager may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer's or Project Manager's, as designated by the City Manager as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer's or Project Manager's, as designated by the City Manager or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City

Engineer's or Project Manager's, as designated by the City Manager, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer's or Project Manager's, as designated by the City Manager has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer's or Project Manager's, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials,

equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer's or Project Manager's, as designated by the City Manager that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's or Project Manager's, as designated by the City Manager's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer's or Project Manager's, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer's or Project Manager's, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer's or Project Manager's, as designated by the City Manager any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer's or Project Manager's, as designated by the City Manager before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer's or Project Manager's, as designated by the City Manager for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer's or Project Manager's, as designated by the City Manager for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer's or Project Manager's, as designated by the City Manager may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer's or Project Manager's, as designated by the City Manager directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all

operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer's or Project Manager's, as designated by the City Manager shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer's or Project Manager's, as designated by the City Manager, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer's or Project Manager's, as designated by the City Manager sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer's or Project Manager's, as designated by the City Manager whatever assistance is required, laborers, clerks and records that will enable the City Engineer's or Project Manager's, as designated by the City Manager to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer's or Project Manager's, as designated by the City Manager, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer's or Project Manager's, as designated by the City Manager will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the

City Engineer's or Project Manager's, as designated by the City Manager;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer's or Project Manager's, as designated by the City Manager or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed

in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.

8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer’s or Project Manager’s, as designated by the City Manager pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer’s or Project Manager’s, as designated by the City Manager pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer’s or Project Manager’s, as designated by the City Manager of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer’s or Project Manager’s, as designated by the City Manager to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

A dependent special district of the City of Fort Pierce, which will contribute financially to this project.

1.1.22 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.23 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.24 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.25 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.26 OWNER

The City of Fort Pierce: The Owner.

1.1.27 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.28 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.29 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer’s or Project Manager’s, as designated by the City Manager.

1.1.30 ENGINEERING INSPECTOR

The authorized representative of the City Engineer’s or Project Manager’s, as designated by the City Manager who is assigned to the site inspection or any part thereof.

1.1.31 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.32 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.33 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.34 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.35 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word “approved,” “reviewed,” “acceptable,” “satisfactory,” “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer’s or Project Manager’s, as designated by the City Manager or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words “as shown” or “as indicated” or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word “provide” is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word “Product” is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term “Project Manual” as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's or Project Manager's, as designated by the City Manager's or Project Manager's, as designated by the City Manager, common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER'S OR PROJECT MANAGER'S, AS DESIGNATED BY THE CITY MANAGER

2.1 The City Engineer's or Project Manager's, as designated by the City Manager or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer's or Project Manager's, as designated by the City Manager or Project Manager, as designated by the City Manager will visit the site at intervals to check the quality or quantity of the Work. The City Engineer's or Project Manager's, as designated by the City Manager or designee will not be responsible

for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer's or Project Manager's, as designated by the City Manager or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer's or Project Manager's, as designated by the City Manager or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer's or Project Manager's, as designated by the City Manager or designee may perform his functions under the Contract Documents.

2.3 The City Engineer's or Project Manager's, as designated by the City Manager will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer's or Project Manager's, as designated by the City Manager for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer’s or Project Manager’s, as designated by the City Manager for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer's or Project Manager's, as designated by the City Manager that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer's or Project Manager's, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer's or Project Manager's, as designated by the City Manager in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer's or Project Manager's, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer's or Project Manager's, as designated by the City Manager with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the

City Engineer's or Project Manager's, as designated by the City Manager by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer's or Project Manager's, as designated by the City Manager for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer's or Project Manager's, as designated by the City Manager may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer's or Project Manager's, as designated by the City Manager to review the information as required.

4.12.2 Contractor shall also submit to City Engineer's or Project Manager's, as designated by the City Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer's or Project Manager's, as designated by the City Manager specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer's or Project Manager's, as designated by the City Manager for review and approval of each such variation.

4.12.5 City Engineer's or Project Manager's, as designated by the City Manager will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's or Project Manager's, as designated by the City Manager's review and approval will be only for conformance with the design

concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer's or Project Manager's, as designated by the City Manager and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer's or Project Manager's, as designated by the City Manager on previous submittals.

4.12.6 City Engineer's or Project Manager's, as designated by the City Manager's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's or Project Manager's, as designated by the City Manager's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer's or Project Manager's, as designated by the City Manager has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer's or Project Manager's, as designated by the City Manager relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's or Project Manager's, as designated by the City Manager's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise

altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer's or Project Manager's, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer's or Project Manager's, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and

the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer’s or Project Manager’s, as designated by the City Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer’s or Project Manager’s, as designated by the City Manager shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer's or Project Manager's, as designated by the City Manager timely notice of its readiness so the City Engineer's or Project Manager's, as designated by the City Manager may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer's or Project Manager's, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer's or Project Manager's, as designated by the City Manager when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer's or Project Manager's, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer's or Project Manager's, as designated by the City Manager determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer's or Project Manager's, as designated by the City Manager may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer's or Project Manager's, as designated by the City Manager not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only

one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer's or Project Manager's, as designated by the City Manager an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer's or Project Manager's, as designated by the City Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer's or Project Manager's, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer's or Project Manager's, as designated by the City Manager shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer's or Project Manager's, as designated by the City Manager will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer's or Project Manager's, as designated by the City Manager determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's or Project Manager's, as designated by the City Manager's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer's or Project Manager's, as designated by the City Manager shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer's or Project Manager's, as designated by the City Manager has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer's or Project Manager's, as designated by the City Manager may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by

the Contractor and the action taken thereon by the City Engineer's or Project Manager's, as designated by the City Manager on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer's or Project Manager's, as designated by the City Manager shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer's or Project Manager's, as designated by the City Manager receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer's or Project Manager's, as designated by the City Manager may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer's or Project Manager's, as designated by the City Manager is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer's or Project Manager's, as designated by the City Manager cannot agree on a revised amount, the City Engineer's or Project Manager's, as designated by the City Manager will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer's or Project Manager's, as designated by the City Manager also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer's or Project Manager's, as designated by the City Manager may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer's or Project Manager's, as designated by the City Manager will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's or Project Manager's, as designated by the City Manager's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer's or Project Manager's, as designated by the City Manager: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or

unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or
2. Faulty or defective Work appearing after Substantial Completion; or

3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer's or Project Manager's, as designated by the City Manager and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer's or Project Manager's, as designated by the City Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer's or Project Manager's, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER’S OR PROJECT MANAGER’S, AS DESIGNATED BY THE CITY MANAGER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer’s or Project Manager’s, as designated by the City Manager will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer’s or Project Manager’s, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer's or Project Manager's, as designated by the City Manager written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer's or Project Manager's, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer's or Project Manager's, as designated by the City Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer's or Project Manager's, as designated by the City Manager or to

requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer's or Project Manager's, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer's or Project Manager's, as designated by the City Manager has not specifically requested or required to observe prior to being covered, the
City Engineer's or Project Manager's, as designated by the City Manager may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer's or Project Manager's, as designated by the City Manager as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer's or Project Manager's, as designated by the City Manager or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City

Engineer's or Project Manager's, as designated by the City Manager, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer's or Project Manager's, as designated by the City Manager has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer's or Project Manager's, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials,

equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer’s or Project Manager’s, as designated by the City Manager that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer’s or Project Manager’s, as designated by the City Manager's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer’s or Project Manager’s, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer’s or Project Manager’s, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer's or Project Manager's, as designated by the City Manager any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer's or Project Manager's, as designated by the City Manager before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer's or Project Manager's, as designated by the City Manager for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer's or Project Manager's, as designated by the City Manager for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer's or Project Manager's, as designated by the City Manager may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer's or Project Manager's, as designated by the City Manager directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all

operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer's or Project Manager's, as designated by the City Manager shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer's or Project Manager's, as designated by the City Manager, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer's or Project Manager's, as designated by the City Manager sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer's or Project Manager's, as designated by the City Manager whatever assistance is required, laborers, clerks and records that will enable the City Engineer's or Project Manager's, as designated by the City Manager to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer's or Project Manager's, as designated by the City Manager, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer's or Project Manager's, as designated by the City Manager will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the

City Engineer's or Project Manager's, as designated by the City Manager;

6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer's or Project Manager's, as designated by the City Manager or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed

in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.

8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: UNIT PRICE CONSTRUCTION CONTRACT - KINGS LANDING OFFSITE WATER MAIN UPGRADE - AVE B & IRD

CAO RLS FILE: RLS 24-391

DATE: OCTOBER 3, 2024

I have reviewed the above Request for Legal Services related to a construction Agreement for work along Avenue B and Indian River Drive. I have made suggested changes to the Agreement and uploaded such to Agenda Quick in a Track Changes and Clean Copy format for your utilization. I was not able to open the Exhibits in Word format from Agenda Quick. Please make the following changes to the documents:

Exhibit E:

1. Add a definition in the proper alphabetical location as follows:

   1.1.21 FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

   A dependent special district of the City of Fort Pierce, which will contribute financially to this project.

2. Renumber all definitions in Section 1 based on the above inserted definition.

3. In all locations where City Engineer is mentioned, please amend the Exhibit to read: Project Manager, as designated by the City Manager **EXCEPT** in Section 1.3.1, where the City Engineer is referenced, it should be changed to read "City Engineer's or Project Manager's, as designated by the City Manager."

With above changes to Exhibit E, the Clean Copy of the Agreement and Exhibits (as modified above) are approved as to form and correctness.

Please make sure the bid documents included in the final Agreement are those executed by the Contractor and that the Human Trafficking Affidavit is received prior to presentation to the City Commission. If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

FPRA Regular Meeting **7. f.**

Meeting Date: February 11, 2025

Re: Approval of Piggyback Agreement with Mastec for the IRD Electrical Relocation Portion of Bid No. 2024-016

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of Piggyback Agreement with Mastec for the IRD Electrical Relocation portion of Bid No. 2024-016 in the amount not to exceed $194,740.94.

Attachments

Piggyback Agreement with Mastec

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: LATONYA HUBBARD, PURCHASING AGENT

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: PIGGYBACK FPUA UNIT PRICE CONTRACT WITH MASTEC, INDIAN RIVER DRIVE ELECTRICAL RELOCATION, REF. BID NO. 2024-016

CAO RLS FILE: 24-370

DATE: NOVEMBER 1, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Piggyback Agreement with Mastec. I have made suggested changes to the Agreement. Please review them carefully. Most significantly, you will need to obtain the Technical Specifications from the Engineering Department to include as Exhibit D. You will also need to obtain the completion date from the Engineering Department to include in Section 10 of the Agreement. Additionally, I have changed this to accurately reflect the Parties and their responsibilities based on the information you provided in Agenda Quick. This Agreement must be approved by both the City and the FPRA.

I reviewed the Statement of Work that was provided. The Statement of Work is vague and does not provide significant detail on the work the Vendor will be performing. As an example, the exact geographic boundaries of the improvements are not outlined. It is recommended the Statement of Work be amended to include better detail outlining the exact expectations of the Vendor's work to supplement the Technical Specifications.

I have uploaded the Agreement in a Track Changes format. After including the completion date in the document, accepting all changes, and amending the Statement of Work for specificity, it is approved as to form and correctness.

Please note the Exhibits have changed from what was submitted in the draft. You will need to include all Exhibits, as numbered in the Agreement, and the documents they reference (the FPUA's original contract references numerous attachments that you must include) when presenting to the City Commission and the FPRA.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

November 8, 2024

Mastec North America Inc.
800 S Douglas Road, Suite 1200
Coral Gables, FL 33134
Attn: Jerry Cook, Senior Vice President

SUBJECT: Notice of Award
Bid No. 2024-016 Kings Landing Offsite Water Main Upgrade- Avenue B and Indian River Dr.
Piggyback Fort Pierce Utilities Authority ("FPUA") Contract Bid No. ITB 22-06, Electric Underground Unit Price Contract Indian River Drive

Dear Mr. Cook:

The Fort Pierce Redevelopment Agency Board of the City of Fort Pierce met in regular session, Wednesday, June 11, 2024, and awarded subject bid to your firm, in the amount of $194,740.94.
(Includes Material--Material provided by FPUA)

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Piggyback Agreement
3. Please provide a Certification of Liability, Property Damage, and Workers' Compensation in accordance with item numbered 8b of the Piggyback Contract.
4. **Return documents enclosed within five (5) days after receipt, via email to:**

Email:
LaTonya Hubbard, Purchasing Agent
City of Fort Pierce
purchasing@cityoffortpierce.com

Carbon Copy:
Tracy Telle, Assistant City Engineering
City of Fort Pierce
ttelle@cityoffortpierce.com

This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") and the Fort Pierce Redevelopment Agency ("FPRA") enters this Piggyback Contract with **Mastec North America Inc.** (thereafter referred to as the "Vendor") this ___ day of _____, 2024, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies.

2. The Parties agree that the Vendor has entered a competitively bid and awarded contract with **Fort Pierce Utilities Authority ("FPUA"),** said contract being identified as: Electric Underground Unit Price Contract Bid No. ITB 22-06, attached hereto as Exhibit "A".

3. The Parties agree that the Electric Underground Unit Price Contract Bid No. ITB 22-06 was subsequently renewed by FPUA and Vendor through September 30, 2024, attached hereto as Exhibit "B".

4. The Parties agree that the Electric Underground Unit Price Contract Bid No. ITB 22-06 and the Renewal was subsequently amended by FPUA and Vendor through the First Amendment, attached hereto as Exhibit "C".

5. The Parties agree the First Amendment included an extension of the Electric Underground Unit Price Contract Bid No. ITB 22-06 through September 30, 2027.

6. The Parties agree the Electric Underground Unit Price Contract Bid No. ITB 22-06 at Exhibit "A", the Renewal at Exhibit "B", and the First Amendment at Exhibit "C" shall be collectively known as the "Original Government Contract".

7. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A", Exhibit "B", and Exhibit "C" to this Piggyback Contract. The terms and conditions of the Original Government Contract shall be fully binding upon the City and the Vendor.

8. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between the Vendor and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement: **No Change**

b) Insurance Requirements:

1. The following increased insurance requirements shall apply:

   Automobile Liability **Insurance $1,000,000 each occurrence**

   Professional Liability Insurance shall be carried by the Vendor as follows: $2,000,000 each occurrence / Max-Deductible $10,000.

2. The City of Fort Pierce, its officials, employees, agents, and officers shall be named as the additional insured on all policies.

3. The City of Fort Pierce, 100 N. US Highway 1, Fort Pierce, FL 34950 shall be the Certificate Holder on all policies. Such shall be to the Attention of Risk Management.

4. All other insurance coverage requirements are to remain the same.

c) Contract Price: **Amount not to exceed $194,740.94. Such funding to be provided by the FPRA.** Material Included in contract price--Material will be provided by FPUA.

d) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in the Original Government Contract, the Vendor agrees to send notices to:

City of Fort Pierce, Florida
Attention: Jack Andrews, City Engineering
100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: jandresws@cityoffortpierce.com

With a copy to:
City Attorney's Office
100 N. U.S. Hwy 1
Fort Pierce, FL 34950

e) The Project Manager, to whom all communications by Vendor shall be directed, is:

Name: Tracy Telle
Title: Assistant City Engineer, Project Manager
Address: 100 North U.S. Hwy 1
Fort Pierce, FL 34950
Telephone: 772-467-3776
Email: ttelle@cityoffortpierce.com

f) All invoices shall be sent as follows:

Name: Tracy Telle
Title: Assistant City Engineer, Project Manager
Address: 100 North U.S. Hwy 1
Fort Pierce, FL 34950
Telephone: 772-467-3776
Email: ttelle@cityoffortpierce.com

With a copy to:
City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

g) Public Records. Vendor shall abide by all public records laws, and specifically:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

9. Vendor shall provide the improvements as outlined in the Statement of Work, attached as Exhibit "D".

10. Vendor shall complete all improvements to the satisfaction of the City by: _____.

11. Vendor shall provide the improvements to the Technical Specifications outlined in Exhibit "E".

[SIGNATURE PAGES TO FOLLOW]

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:
MASTEC NORTH AMERICA, INC.

Signature (Manual)

Manuel Arismendy
Signature (Typed or Printed)

Senior Vice President
Title

1/17/2025
Date

NOTARIZATION

STATE OF Broward

COUNTY OF Florida

The foregoing instrument was acknowledged before me this January day of 17 2025,

by Manuel Arismendy (Officer of Firm), Executive Vice President (Title), of

MasTec North America (Name of Firm) a Florida (State) corporation, on behalf of the corporation.

He/She is personally known to me or has produced _____ as identification.

Sandra Meneses
Notary Public

My commission expires: 3/6/2028

SANDRA M MENESES
Notary Public - State of Florida
Commission # HH 500427
My Comm. Expires Mar 6, 2028
Bonded through National Notary Assn.

/lh

Attachments

cc: Tracy Telle, Assistant City Engineering, Project Manager

IN WITNESS WHEREOF, the Parties hereto set their hands and seals to this Contract the day and year first set forth above.

MASTEC NORTH AMERICA, INC.:

By: _____

Name and Title: Manuel Arismendy, Senior Vice President

Date: 1/17/2025

Witnessed By:

_____

Name: Julia Acosta

Address: 620 SW 133 Terr Davie, Fl 33325

Date: 01/17/25

Witnessed By:

_____

Name: Maureen Popovich

Address: 7221 E. MLK Blvd, Tampa, Fl 33619

Date: 01/17/2025

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

Date: _____

ATTEST:

_____
City Clerk

(seal)

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

FORT PIERCE REDEVELOPMENT AGENCY:

_____
Linda Hudson, Chairwoman

Date: _____

ATTEST:

_____
City Clerk

(seal)

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

Exhibit A – Electric Underground Unit Price Contract Bid No. ITB 22-06 (FPUA)
Exhibit B – Contract Renewal (FPUA)
Exhibit C – First Amendment (FPUA)
Exhibit D – Project Statement of Work
Exhibit E – Technical Specifications

CITY OF FORT PIERCE

AFFIDAVIT REGARDING THE USE COERCION

Vendor name: MasTec North America, Inc.

Authorized Representative's Name and Title: Manuel Arismendy, Senior Vice President

Address: 7221 E. Martin Luther King Blvd.

City: Tampa State: FL Zip Code: 33619

Phone Number: 813-621-0881 Email Address: manuel.arismendy@mastec.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Manuel Arismendy, Senior Vice President 1/17/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA

COUNTY OF Florida

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 17 day of January, 2025 by _____, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Sandra Meneses My Commission Expires: 3/6/2028

SANDRA M MENESES
Notary Public - State of Florida
Commission # HH 500427
My Comm. Expires Mar 6, 2028
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

EXHIBIT "A"

FORT PIERCE UTILITES AUTHORITHY BID NO. ITB22-06

INSTALLATION AND/OR REPAIR OF ELECTRIC UNDERGROUD FACILITIES

FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Agreement is made this between Fort Pierce Utilities Authority (FPUA) and MasTec North America, Inc., of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA. Terms used in this Agreement, which are defined in the Standard General Conditions of the Construction Contract (Standard General Conditions), shall have the meanings assigned to them in the Standard General Conditions or as modified in the Supplementary Conditions.

Section 2
Contractor is hereby contracted with to perform the following services: Installation and/or repair of electric underground facilities in accordance with Bid No. ITB 22-06, attachment B AND FEMA Addendum 00510A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Agreement.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA electric service territory

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Electric Underground Unit Price Contract, Bid No. ITB 22-06 job.

Section 5
Contractor shall be paid by FPUA in the following manner: Task Orders with Monthly Progress Payments and in accordance with the Local Government Prompt Payment Act, Sections 218.70-79. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total annual job price: not to exceed $750,000.00 (Seven hundred fifty thousand dollars and no cents) annually, on the terms contained in Contractor's said Bid for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Agreement.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Contract Documents, which comprise the entire agreement between FPUA and Contractor, are designated as follows:

1. This Agreement
2. Drug-Free Work Place Form
3. Trench Safety Act Certification of Compliance
4. Non-Collusion Affidavit
5. Performance Bond
6. Payment Bond
7. Notice of Award
8. Notice to Proceed
9. Task Order
10. Certificate of Substantial Completion
11. Affidavit
12. Final Release of Lien
13. Application for Payment
14. Change Order
15. Bid Form
16. Standard General Conditions
17. Supplementary Conditions
18. Specifications (materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto)
19. Exhibit T – PVC Conduit & Fittings Technical Specifications
20. All Addenda
21. Documentation submitted by Contractor prior to Notice of Award: Contractor's Bid Submission pages 1 to 62, inclusive, and Best and Final Offer (BAFO) Acceptance dated 09/06/2022.

22. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed following 1 above are incorporated here by reference expressly made part of this Agreement except as noted otherwise above. There are no Contract Documents other than those listed above in this Section 8.

Section 9

This Agreement shall commence on October 5, 2022 and end on September 30, 2023. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties, with escalation agreed upon in but not to exceed the Engineering News Record Construction Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

This Agreement may be terminated in accordance with Article 15 of the Standard General Conditions.

Section 13

A. **Indemnification.** Contractor's indemnification shall be in accordance with Article 6.20 of the Standard General Conditions.
B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
C. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. **Choice of Law and Venue.** This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, effective January 1, 2021, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the

work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any person not authorized to work in the united states, and the contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. A contract terminated under 448.095(2)(c) is not a breach of contract and may not be considered as such.

G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

1) Keep and maintain public records required by FPUA to perform the service;

2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;

4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform

the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed and delivered in the presence of:

MASTEC NORTH AMERICA, INC.

BY: _____
Signature/Officer of Firm (Manual)

Jeffrey C. Schmidt P.E.
Name (Typed or Printed)

TITLE: Executive Vice President

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: 10/18/22

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

SECTION III – REQUIRED LIMITS OF INSURANCE

ATTACHMENT A

TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA (and if required the project engineer) and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in

SECTION III – REQUIRED LIMITS OF INSURANCE

the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000 Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

SECTION III – REQUIRED LIMITS OF INSURANCE

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:
FPUA (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpua.com

(Rev. 2/2019)

ATTACHMENT B

Fort Pierce Utilities Authority
Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

September 2, 2022

VIA E-MAIL TO: Maureen.popovich@mastec.com

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

RE: ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT- BEST AND FINAL OFFER

Dear Mr. Mas:

Fort Pierce Utilities Authority (FPUA) has reviewed the bid that your company submitted in response to ITB No. 22-06 Electric Underground Unit Price Contract, along with the other submitted bids. At the Non-mandatory pre-bid meeting FPUA confirmed that two or more contractors would be selected. Due to the substantial disparity across the bids submitted, it will be nearly impossible to ensure there is equity between the required utility work and the assigned contractor(s).

Therefore, FPUA is proposing the attached revised/averaged FPUA Best and Final Offer (BAFO) Unit Price Bid Form (Attachment A) for your company's consideration. Please submit the BAFO form as a replacement for your original ITB Response Form submittal. You must submit the BAFO to the Fort Pierce Utilities Authority, Purchasing Program Manager, on or before Wednesday, September 14, 2022 by 2:00 PM to be considered for selection for contract negotiations.
This document must be signed by a company officer or director listed on the company's Annual Report that is filed with the State of Florida (Florida Division of Corporations (www.sunbiz.org).

If signed by someone other than one of the people listed on the attached Annual Report, please include a copy of a Secretary's Certificate, Board Resolution or other documentation to show that they have the authority to sign contracts for the company.

If two or more contractors do not accept the FPUA revised Bid Form, FPUA will recommend award of the contract to the responsible bidder with the lowest overall responsive bid.

This letter is only an invitation to participate further in the Bid process; it does not convey or imply anything more. This letter is not intended to be an award of the bid or binding commitment to contract, nor will FPUA be obligated in any manner until a formal written contract has been executed by all necessary parties.

Sincerely,

Nancy J. Palka

Nancy Palka
Purchasing Program Manager

Enclosure

ATTACHMENT B

BEST AND FINAL OFFER

FORT PIERCE UTILITIES AUTHORITY
INVITATION TO BID (ITB) NO. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Requested By: Nancy J. Palka, Purchasing Program Manager
Phone: 772-466-1600 x3272

Submit by: 2:00 PM, Wednesday, September 14, 2022 by mail, personal delivery, e-mail.

E-mail Preferred

Mailing Address: PO Box 3191, Fort Pierce, FL 34948-3191
Physical Address: 500 Boston Avenue, Fort Pierce, FL 34950-4291
E-mail: PurchasingManager@FPUA.com
Fax: 772-465-0267

This document represents your "Best and Final Offer" and shall be made part of your response to ITB No. 22-06. This "Best and Final Offer" will supersede any and all other bid offers submitted by your firm.

BID RESPONSE SUBMISSION OF:
Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

Contractor agrees to the "price not to exceed" for labor unit price, and the material cost plus markup percentage for the FPUA Best and Final Offer (BAFO) Unit Price Bid Form for Invitation to Bid No. 22-06, Attachment A.

Your signature here indicates acceptance of the "Best and Final Offer" for the unit prices stated in the FPUA BAFO Unit Price Bid Form for Invitation to Bid No. 22-06.

(Authorized Signature)

Jeffrey C. Schmidt, P.E., Executive Vice President
(Printed Name/Title)

09/06/2022
(Date)

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Dated: 9/2/2022 EM/NP				MASTEC BEST AND FINAL OFFER (bafo) BID FORM FOR ITB NO. 22-06			FPUA Best and Final Offer (BAFO) Unit Orice Bid Form Bid No. 22-06	
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT								
BOTH CIVIL and ELECTRICAL CONTRACTORS								
Item No.	Description		Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
A - EXCAVATION AND BACKFILL - Including machine excavation, compacted backfill, placement of marking tape and normal surface restoration.									
1A	Trench, 12"W by 24" deep (top of conduit)		ft.	500	$	5.63	$ 6.10	2,812.50	3,051.56
2A	Trench, 12" W by 30" deep (top of conduit)		ft.	100	$	8.30	$ 9.01	830.00	900.55
3A	Trench, 12" W by 36" deep (top of conduit)		ft.	5000	$	9.85	$ 10.69	49,250.00	53,436.25
4A	Trench, 12" W by 42" deep (top of conduit)		ft.	500	$	10.81	$ 11.73	5,406.25	5,865.78
5A	Adder to Hand Dig, 12"W by 24" depth		ft.	125	$	4.23	$ 4.58	528.13	573.02
6A	Adder to Hand Dig, 12"W by 30" depth		ft.	25	$	5.64	$ 6.12	140.94	152.92
7A	Adder to Hand Dig, 12"W by 36" depth		ft.	100	$	6.46	$ 7.01	646.25	701.18
8A	Adder to Hand Dig, 12"W by 42" depth		ft.	100	$	6.46	$ 7.01	646.25	701.18
9A	Trench, 24"W by 24" deep (top of conduit)		ft.	100	$	5.69	$ 6.17	568.75	617.09
10A	Trench, 24" W by 30" deep (top of conduit)		ft.	100	$	8.45	$ 9.17	845.00	916.83
11A	Trench, 24" W by 36" deep (top of conduit)		ft.	5000	$	11.39	$ 12.36	56,937.50	61,777.19
12A	Trench, 24" W by 42" deep (top of conduit)		ft.	500	$	12.35	$ 13.40	6,175.00	6,699.88
13A	Adder to Hand Dig,24"W by 24" depth		ft.	25	$	3.53	$ 3.82	88.13	95.62
14A	Adder to Hand Dig, 24"W by 30" depth		ft.	25	$	6.19	$ 6.71	154.69	167.84
15A	Adder to Hand Dig, 24" W by 36" depth		ft.	100	$	7.08	$ 7.68	707.50	767.64
16A	Adder to Hand Dig, 24"W by 42" depth		ft.	100	$	7.08	$ 7.68	707.50	767.64
B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius								-	-
BELOW GRADE								-	-
1B	Schedule 40, PVC, 2", labor only		ft.	5000	$	0.78	$ 0.84	3,875.00	4,204.38
1B-1	Schedule 40, PVC, 2", labor and material		ft.	5000				-	-
2B	Schedule 40, PVC, 3", labor only		ft.	125	$	0.79	$ 0.85	98.44	106.80
2B-1	Schedule 40, PVC, 3", labor and materials		ft.	125				-	-
3B	Schedule 40, PVC, 4", labor only		ft.	1500	$	1.40	$ 1.52	2,100.00	2,278.50
3B-1	Schedule 40, PVC, 4", labor and material		ft.	1500				-	-
4B	Schedule 80, PVC, 6", labor only		ft.	2500	$	1.58	$ 1.71	3,937.50	4,272.19
4B-1	Schedule 80, PVC, 6", labor and material		ft.	2500				-	-
5B	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	20	$	2.33	$ 2.52	46.50	50.45
5B-1	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	20				-	-
6B	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	5	$	2.36	$ 2.56	11.81	12.82
6B-1	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	5				-	-
7B	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	5	$	4.20	$ 4.56	21.00	22.79
7B-1	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	5				-	-
8B	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	5	$	4.73	$ 5.13	23.63	25.63
8B-1	Sch 80 PVC Risers to Meter Base to below grade elbow		ea.	5				-	-
9B	Furnish & install 1/8" nylon pull string in conduit		ft.	18320	$	0.06	$ 0.07	1,145.00	1,242.33
10B	Install #14 Tracer Wire in conduit		ft.	1500	$	0.34	$ 0.37	506.25	549.28
11B	Install #14 Tracer Wire in trench		ft.	13000	$	0.13	$ 0.14	1,625.00	1,763.13
C - DIRECTIONAL BORE - Includes machine grounding, bore, pipe fusing and normal surface restoration (labor only, material p								-	-
1C	Directional Bore 2"		ft.	500	$	19.70	$ 21.37	9,850.00	10,687.25
1C-1	Additional 2" with pull back		ft.	500	$	12.68	$ 13.75	6,337.50	6,876.19
2C	Directional Bore 3"		ft.	100	$	24.99	$ 27.11	2,498.75	2,711.14
2C-1	Additional 3" with pull back		ft.	100	$	16.88	$ 18.31	1,687.50	1,830.94
3C	Directional Bore 4"		ft.	1000	$	22.50	$ 24.41	22,500.00	24,412.50
3C-1	Additional 4" with pull back		ft.	1000	$	16.88	$ 18.31	16,875.00	18,309.38
4C	Directional Bore 6"		ft.	300	$	28.13	$ 30.52	8,437.50	9,154.69
4C-1	Additional 6" with pull back		ft.	300	$	21.10	$ 22.89	6,330.00	6,868.05
D - DIRECTIONAL BORE - Includes bore pipe per FPUA specifications, machine grounding, bore, pipe fusing and normal surface restoration (labor and MATERIALS SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST in this section for Labor see line 292 below for %.*								-	-
1D	Directional Bore 2"	Labor only*	ft.	1500	$	19.70	$ 21.37	29,550.00	32,061.75
1D-1	Additional 2" with pull back		ft.	1500	$	12.68	$ 13.75	19,012.50	20,628.56
2D	Directional Bore 3"	Labor only*	ft.	150	$	24.99	$ 27.11	3,748.13	4,066.72
2D-1	Additional 3" with pull back		ft.	150	$	16.88	$ 18.31	2,531.25	2,746.41
3D	Directional Bore 4"	Labor ony*	ft.	3000	$	22.50	$ 24.41	67,500.00	73,237.50
3D-1	Additional 4" with pull back		ft.	3000	$	16.88	$ 18.31	50,625.00	54,928.13
4D	Directional Bore 6"	Labor only*	ft.	950	$	28.13	$ 30.52	26,718.75	28,989.84
4D-1	Additional 6" with pull back		ft.	950	$	21.10	$ 22.89	20,045.00	21,748.83

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)							-	-
1E	36" deep minimum (top of conduit), 2"	ft.	50	$	14.08	$ 15.27	703.75	763.57
2E	36" deep minimum (top of conduit), 3"	ft.	50	$	14.06	$ 15.26	703.13	762.89
3E	36" deep minimum (top of conduit), 4"	ft.	50	$	18.74	$ 20.33	936.88	1,016.51
F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA							-	-
1F	10 ft. sections, 2 inch	ea.	150	$	98.48	$ 106.85	14,771.25	16,026.81
2F	10 ft. sections, 5 inch	ea.	225	$	211.04	$ 228.98	47,483.44	51,519.53
G - PULL BOX (labor only, material provided by FPUA)							-	-
INSTALL							-	-
1G	Feeder Concrete Coffin 4'x6'	ea.	1	$	1,249.59	$ 1,355.80	1,249.59	1,355.80
2G	Primary Hand Hole 24"x36"	ea.	100	$	379.85	$ 412.14	37,985.00	41,213.73
3G	Secondary Hand Hole 13"x24"	ea.	100	$	133.65	$ 145.01	13,365.00	14,501.03
4G	Street Light Pull Box 10"x10"	ea.	30	$	126.61	$ 137.37	3,798.38	4,121.24
REMOVE							-	-
5G	Feeder Concrete Coffin 4'x6'	ea.	1	$	137.28	$ 148.94	137.28	148.94
6G	Primary Hand Hole 24"x36"	ea.	20	$	68.64	$ 74.47	1,372.75	1,489.43
7G	Secondary Hand Hole 13"x24"	ea.	20	$	77.38	$ 83.95	1,547.50	1,679.04
8G	Street Light Pull Box 10" x 10"	ea.	10	$	68.64	$ 74.47	686.38	744.72
MODIFY (Straighten, Level)							-	-
9G	Feeder Concrete Coffin 4'x6'	ea.	1	$	137.28	$ 148.94	137.28	148.94
10G	Primary Hand Hole 24"x36"	ea.	10	$	68.64	$ 74.47	686.38	744.72
11G	Secondary Hand Hole 13"x24"	ea.	10	$	68.64	$ 74.47	686.38	744.72
12G	Street Light Pull Box 10" x 10"	ea.	10	$	68.64	$ 74.47	686.38	744.72
H - WIRE AND CABLE							-	-
INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)							-	-
PRIMARY							-	-
1H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	40000	$	1.69	$ 1.83	67,500.00	73,237.50
2H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	500	$	1.83	$ 1.98	912.50	990.06
3H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	7000	$	1.91	$ 2.08	13,387.50	14,525.44
4H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	500	$	1.80	$ 1.95	900.00	976.50
5H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	2.00	$ 2.17	500.00	542.50
6H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	10000	$	2.11	$ 2.29	21,125.00	22,920.63
7H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	3000	$	7.74	$ 8.40	23,212.50	25,185.56
SECONDARY							-	-
8H	#6 URD DUPLEX, 600V, AL	ft.	3000	$	1.34	$ 1.45	4,012.50	4,353.56
9H	#2 URD TRIPLEX, 600V, AL	ft.	100	$	1.65	$ 1.79	165.00	179.03
10H	#1/0 URD TRIPLEX, 600V, AL	ft.	11000	$	3.16	$ 3.43	34,787.50	37,744.44
11H	#4/0 URD TRIPLEX, 600V, AL	ft.	12000	$	2.81	$ 3.05	33,750.00	36,618.75
12H	350MCM URD TRIPLEX, 600V, AL	ft.	1300	$	1.65	$ 1.79	2,145.00	2,327.33
13H	500MCM URD TRIPLEX, 600V, AL	ft.	300	$	2.14	$ 2.32	641.25	695.76
14H	#1/0 URD QUADPLEX, 600V, AL	ft.	500	$	1.40	$ 1.52	700.00	759.50
15H	#4/0 URD QUADPLEX, 600V AL	ft.	200	$	1.65	$ 1.79	330.00	358.05
16H	350MCM URD QUADPLEX, 600V AL	ft.	1100	$	1.83	$ 1.98	2,007.50	2,178.14
17H	500MCM URD QUADPLEX, 600V AL	ft.	100	$	2.38	$ 2.58	237.50	257.69
18H	#4, CU, THW/THHN, 2 per conduit	ft.	100	$	1.30	$ 1.41	130.00	141.05
19H	#4, CU, THW/THHN, 3 per conduit	ft.	100	$	1.61	$ 1.75	161.25	174.96
20H	#2, CU, THW/THHN, 2 per conduit	ft.	100	$	1.30	$ 1.41	130.00	141.05
21H	#2, CU, THW/THHN, 3 per conduit	ft.	100	$	1.61	$ 1.75	161.25	174.96
22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.43	$ 1.55	142.50	154.61
27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	2.16	$ 2.35	216.25	234.63
28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	1.80	$ 1.95	180.00	195.30
29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	2.54	$ 2.75	253.75	275.32
30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	3.61	$ 3.92	361.25	391.96
31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	4.33	$ 4.69	432.50	469.26
32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	5.75	$ 6.24	575.00	623.88
33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	6.50	$ 7.05	650.00	705.25

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec		+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
		REMOVE						-	-
		PRIMARY						-	-
34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	$	1.24	$	1.34	309.38	335.67
35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	1.33	$	1.44	331.25	359.41
36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	$	1.56	$	1.70	390.63	423.83
37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	$	1.44	$	1.56	359.38	389.92
38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	$	1.63	$	1.76	406.25	440.78
39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	$	1.70	$	1.84	425.00	461.13
40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	250	$	5.99	$	6.50	1,496.88	1,624.11
		SECONDARY						-	-
41H	#6 OH DUPLEX, 600V, AL	ft.	100	$	1.04	$	1.13	103.75	112.57
42H	#2 OH TRIPLEX, 600V, AL	ft.	100	$	1.13	$	1.22	112.50	122.06
43H	#1/0 OH TRIPLEX, 600V, AL	ft.	100	$	1.23	$	1.33	122.50	132.91
44H	#4/0 OH TRIPLEX, 600V, AL	ft.	100	$	1.39	$	1.51	138.75	150.54
45H	350MCM OH TRIPLEX, 600V, AL	ft.	100	$	1.98	$	2.14	197.50	214.29
46H	500MCM OH TRIPLEX, 600V, AL	ft.	100	$	2.23	$	2.41	222.50	241.41
47H	#1/0 OH QUADPLEX, 600V, AL	ft.	100	$	1.39	$	1.51	138.75	150.54
48H	#4/0 OH QUADPLEX, 600V AL	ft.	100	$	1.56	$	1.70	156.25	169.53
49H	350MCM OH QUADPLEX, 600V AL	ft.	100	$	1.98	$	2.14	197.50	214.29
50H	500MCM URD QUADPLEX, 600V AL	ft.	100	$	2.23	$	2.41	222.50	241.41
51H	#4, CU, THW/THHN, 2 per conduit	ft.	100	$	1.04	$	1.13	103.75	112.57
52H	#4, CU, THW/THHN, 3 per conduit	ft.	100	$	1.30	$	1.41	130.00	141.05
53H	#2, CU, THW/THHN, 2 per conduit	ft.	100	$	1.04	$	1.13	103.75	112.57
54H	#2, CU, THW/THHN, 3 per conduit	ft.	100	$	1.30	$	1.41	130.00	141.05
55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	$	1.18	$	1.27	117.50	127.49
60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	$	1.75	$	1.90	175.00	189.88
61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	1.44	$	1.56	143.75	155.97
62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	2.06	$	2.24	206.25	223.78
63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	2.94	$	3.19	293.75	318.72
64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	3.50	$	3.80	350.00	379.75
65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	$	4.66	$	5.06	466.25	505.88
66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	$	5.25	$	5.70	525.00	569.63
	I - TERMINATIONS - NEMA two-hole spade lug, compression type unless otherwise noted						(labor only	-	-
		PRIMARY						-	-
1I	15kV ELBOW for #1/0 15kV jacketed cable	ea.	175	$	246.21	$	267.14	43,087.19	46,749.60
2I	15kV ELBOW for #4/0 15kV jacketed cable	ea.	50	$	242.11	$	262.69	12,105.63	13,134.60
3I	15kV TBODY for 1000MCM 15kV jacketed Cable	ea.	20	$	242.11	$	262.69	4,842.25	5,253.84
4I	15kV POTHEAD for #1/0 15kV jacketed cable	ea.	20	$	239.16	$	259.49	4,783.25	5,189.83
5I	15kV POTHEAD for #4/0 15kV jacketed cable	ea.	10	$	242.11	$	262.69	2,421.13	2,626.92
6I	15kV POTHEAD for 1000MCM 15kV jacketed Cable	ea.	10	$	239.16	$	259.49	2,391.63	2,594.91
		SECONDARY						-	-
7I	#6 URD, 600V, AL	ea.	1000	$	7.03	$	7.62	7,025.00	7,622.13
8I	#2 URD, 600V, AL	ea.	250	$	8.88	$	9.63	2,218.75	2,407.34
9I	#1/0 URD, 600V, AL or CU	ea.	750	$	9.71	$	10.54	7,284.38	7,903.55
10I	#4/0 URD, 600V, AL or CU	ea.	2000	$	8.09	$	8.77	16,175.00	17,549.88
11I	350MCM URD, 600V, AL or CU	ea.	100	$	11.25	$	12.21	1,125.00	1,220.63
12I	500MCM URD, 600V, AL or CU	ea.	100	$	19.70	$	21.37	1,970.00	2,137.45
13I	#4 THW/THHN, CU	ea.	100	$	7.80	$	8.46	780.00	846.30
14I	#2 THW/THHN, CU	ea.	100	$	7.80	$	8.46	780.00	846.30
15I	#1/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
16I	#2/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
17I	#4/0 THW/THHN, CU	ea.	100	$	8.50	$	9.22	850.00	922.25
18I	250MCM THW/THHN, CU	ea.	100	$	9.90	$	10.74	990.00	1,074.15
19I	500MCM THW/THHN, CU	ea.	100	$	17.00	$	18.45	1,700.00	1,844.50
20I	750MCM THW/THHN, CU	ea.	100	$	19.84	$	21.52	1,983.75	2,152.37

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	J - SPLICES (Labor only, materials provided by FPUA)						-	-
	PRIMARY						-	-
1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.	100	$	228.89	$ 248.34	22,888.75	24,834.29
2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.	75	$	221.36	$ 240.18	16,602.19	18,013.37
3J	Cable, 15kV 1000MCM AL UG 133%	ea.	10	$	455.49	$ 494.20	4,554.88	4,942.04
	SECONDARY						-	-
4J	Cable, 600V, 2/#C12 W/GRD "Type "UF"	ea.	10	$	2.29	$ 2.48	22.88	24.82
5J	Wire, Copper, #4 THW/THNN	ea.	10	$	3.44	$ 3.73	34.38	37.30
6J	Wire, Black, THHN/THWN, #2 CU	ea.	10	$	3.44	$ 3.73	34.38	37.30
7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.	10	$	5.19	$ 5.63	51.88	56.28
10J	Wire, Copper 250 MCM THW/THHN	ea.	10	$	11.53	$ 12.50	115.25	125.05
11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.	10	$	17.29	$ 18.76	172.88	187.57
12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.	10	$	21.91	$ 23.78	219.13	237.75
13J	Cable, 600V #6 AL DUPLE #4 NEUTRAL UG	ea.	10	$	8.31	$ 9.02	83.13	90.19
14J	Cable, 600V #2 AL TRIPLEXNEUTRAL UG	ea.	10	$	9.20	$ 9.98	92.00	99.82
15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.	10	$	13.83	$ 15.00	138.25	150.00
16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.	10	$	16.79	$ 18.21	167.88	182.14
17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.	10	$	13.83	$ 15.00	138.25	150.00
18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.	10	$	16.79	$ 18.21	167.88	182.14
19J	Cable, 600V AL 350MCM TPX UG	ea.	10	$	28.81	$ 31.26	288.13	312.62
20J	Cable, 600V 350 QPX AL UG 4/0 NEUTRAL	ea.	10	$	37.68	$ 40.88	376.75	408.77
21J	Cable, 600V AL 500MCM TPX UG	ea.	10	$	46.11	$ 50.03	461.13	500.32
	K - EQUIPMENT & PAD Includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)						-	-
	INSTALL - Includes all grounding, ground rods, secondary connections, parking bushing, lightening arrestor and dust covers						-	-
1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	40	$	144.91	$ 157.23	5,796.50	6,289.20
2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	40	$	271.53	$ 294.60	10,861.00	11,784.19
3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	15	$	844.14	$ 915.89	12,662.06	13,738.34
4K	SWITCH GEAR CABINET	ea.	20	$	967.19	$ 1,049.40	19,343.75	20,987.97
5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	203.98	$ 221.31	203.98	221.31
6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	5	$	291.03	$ 315.76	1,455.13	1,578.81
7K	Concrete Pad for Switchgear	ea.	5	$	516.16	$ 560.04	2,580.81	2,800.18
8K	Fiberglass Primary Cabinet Pad	ea.	5	$	541.11	$ 587.11	2,705.56	2,935.54
9K	Concrete Pad, Secondary Cabinet	ea.	1	$	163.21	$ 177.09	163.21	177.09
10K	Concrete Pad, 1ph transformer	ea.	50	$	163.19	$ 177.06	8,159.38	8,852.92
11K	Concrete Pad, 3ph transformer	ea.	65	$	271.53	$ 294.60	17,649.13	19,149.30
	REMOVE						-	-
12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	$	74.94	$ 81.31	749.38	813.07
13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	$	115.09	$ 124.87	1,150.88	1,248.70
14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	$	386.89	$ 419.77	1,160.66	1,259.32
15K	SWITCH GEAR CABINET	ea.	5	$	358.40	$ 388.86	1,792.00	1,944.32
16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	80.66	$ 87.52	80.66	87.52
17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	$	115.09	$ 124.87	115.09	124.87
18K	Concrete Pad for Switchgear	ea.	1	$	204.15	$ 221.50	204.15	221.50
19K	Fiberglass Primary Cabinet Pad	ea.	1	$	214.00	$ 232.19	214.00	232.19
20K	Concrete Pad, Secondary Cabinet	ea.	1	$	65.60	$ 71.18	65.60	71.18
21K	Concrete Pad, 1ph transformer	ea.	15	$	66.13	$ 71.75	991.88	1,076.18
22K	Concrete Pad, 3ph transformer	ea.	20	$	55.80	$ 60.54	1,116.00	1,210.86
	MODIFY (Straighten, Level)						-	-
23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	$	71.19	$ 77.24	711.88	772.38
24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	$	109.34	$ 118.63	1,093.38	1,186.31
25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	$	318.30	$ 345.36	954.90	1,036.07
26K	SWITCH GEAR	ea.	1	$	340.46	$ 369.40	340.46	369.40
27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	$	80.08	$ 86.88	80.08	86.88
28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	$	109.34	$ 118.63	109.34	118.63

ATTACHMENT B
BEST AND FINAL OFFER PRICING

Item No.	Description		Unit of Measure	Approx Quantity		Unit Price Mastec		+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
	MISC								-	-
29K	Concrete Pad, Adder for 6 inch increments above 12"		ea.	20	$	93.75	$	101.72	1,875.00	2,034.38
	L - OUTDOOR & STREET LIGHT - (labor only, materials provided by FPUA)								-	-
1L	Pole: 18' cement, 14' above ground		ea.	100	$	134.50	$	145.93	13,450.00	14,593.25
2L	One Light: Decorative fixture or single pole top		ea.	100	$	70.46	$	76.45	7,046.25	7,645.18
3L	Two Light: Decorative fixture or single pole top		ea.	10	$	98.61	$	106.99	986.13	1,069.95
4L	Three Light: Decorative fixture or single pole top		ea.	5	$	126.75	$	137.52	633.75	687.62
5L	Four Light: Decorative fixture or single pole top		ea.	1	$	140.83	$	152.80	140.83	152.80
6L	Five Light: Decorative fixture or single pole top		ea.	1	$	168.95	$	183.31	168.95	183.31
7L	Base, Decorative Street Light Aluminum, 2"x4", 6"		ea.	10	$	340.01	$	368.91	3,400.13	3,689.14
8L	Concrete Street Light Pole Base (Spread Footer)		ea.	10	$	358.70	$	389.19	3,587.00	3,891.90
9L	Prefabricated Street Light Pole Base		ea.	10	$	341.88	$	370.93	3,418.75	3,709.34
10L	Photo Cell / Short Cap		ea.	150	$	34.00	$	36.89	5,100.00	5,533.50
11L	Replace Lamp / Refractor		ea.	10	$	34.00	$	36.89	340.00	368.90
12L	Pull Cable Thru Pole		ea.	100	$	45.34	$	49.19	4,533.75	4,919.12
	M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST in this section for Labor see line 29								-	-
	INSTALL								-	-
1M	Surface Restoration-Sod	Labor only*	sq. ft.	15000	$	1.00	$	1.09	15,000.00	16,275.00
2M	Asphalt Repair	Labor only*	sq. ft.	2500	$	9.00	$	9.77	22,500.00	24,412.50
3M	Concrete Repair	Labor only*	sq. ft.	2500	$	10.00	$	10.85	25,000.00	27,125.00
4M	Soil Compaction Test		ea.	10	$	156.19	$	169.46	1,561.88	1,694.63
5M	Seed & Mulch	Labor only*	sq. ft	2500	$	0.25	$	0.27	625.00	678.13
6M	Removable bollard	Labor only*	ea.	40	$	300.00	$	325.50	12,000.00	13,020.00
7M	Permanent bollard	Labor only*	ea.	100	$	200.00	$	217.00	20,000.00	21,700.00
	REMOVE								-	-
8M	Asphalt Removal		sq. ft.	4000	$	2.68	$	2.90	10,700.00	11,609.50
9M	Concrete Removal		sq. ft.	4000	$	3.51	$	3.81	14,050.00	15,244.25
	N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&E task orders only)								-	-
1N	Working Foreman		per hr.	250	$	77.38	$	83.95	19,343.75	20,987.97
2N	Working Foreman Overtime		per hr.	50	$	100.28	$	108.80	5,013.75	5,439.92
3N	Equipment Operator		per hr.	250	$	56.28	$	61.06	14,068.75	15,264.59
4N	Equipment Operator Overtime		per hr.	50	$	76.05	$	82.51	3,802.50	4,125.71
5N	Laborer		per hr.	500	$	36.58	$	39.68	18,287.50	19,841.94
6N	Laborer Overtime		per hr.	100	$	44.80	$	48.61	4,480.00	4,860.80
7N	Lineman (N/A)		per hr.	100	$		$			
8N	Lineman Overtime (N/A)		per hr.	25	$		$			
9N	Apprentice Lineman		per hr.	50	$	42.94	$	46.59	2,146.88	2,329.36
10N	Apprentice Lineman Overtime		per hr.	10	$	64.43	$	69.90	644.25	699.01
11N	Cable Lift Truck		per hr.	25	$	23.34	$	25.32	583.44	633.03
12N	Air Compressor		per hr.	1000	$	10.99	$	11.92	10,987.50	11,921.44
13N	Concrete Saw (inc. blade)		per hr.	100	$	6.88	$	7.46	687.50	745.94
14N	Flat Bed Truck		per hr.	125	$	28.15	$	30.54	3,518.75	3,817.84
15N	Pump (up to 4")		per hr.	25	$	10.99	$	11.92	274.69	298.04
16N	Pulling Truck		per hr.	125	$	32.41	$	35.17	4,051.56	4,395.95
17N	Pole Truck		per hr.	50	$	78.10	$	84.74	3,905.00	4,236.93
18N	Tractor Trailer		per hr.	125	$	89.84	$	97.47	11,229.69	12,184.21
19N	50' Bucket Truck		per hr.	50	$	98.48	$	106.85	4,923.75	5,342.27
20N	Pickup Truck		per hr.	250	$	16.88	$	18.31	4,218.75	4,577.34
21N	Splicing Van		per hr.	10	$	16.46	$	17.86	164.63	178.62
22N	Dump Truck		per hr.	50	$	56.28	$	61.06	2,813.75	3,052.92
23N	Rubber Tire Backhoe		per hr.	250	$	70.35	$	76.33	17,587.50	19,082.44
									1,332,393.04	1,445,646.45
	MATERIALS (ONLY) MARKUP PERCENTAGE: COST PLUS					20%		15%		

FEMA ADDENDUM
TO FPUA GENERAL TERMS AND CONDITIONS
FEMA REQUIRED CONTRACT PROVISIONS
(CONSTRUCTION)

The following contract provisions shall apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

A. Administrative, Contractual or Legal Remedies.
(For contracts exceeding $150,000)
If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.
(For contracts exceeding $100,000)
Compliance with the Contract Work Hours and Safety Standards Act:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

C. Clean Air Act and the Federal Water Pollution Control Act.
(For contracts exceeding $150,000)

(i) Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Federal Water Pollution Control Act:

1. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
3. The Contractor agrees to report each violation to FPUA and understands and agrees that the FPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

The following access to records requirements apply to this contract: The Contractor agrees to provide FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the FPUA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or the likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the FPUA, Contractor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

K. Equal Employment Opportunity.
[Required when the BID/RFP or contract is for construction, or the supervision or inspection of construction work, or other on-site functions related to construction].
During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.

MasTec

SECRETARY'S CERTIFICATE

The undersigned, being the Executive Vice President and Secretary of **MASTEC NORTH AMERICA, INC.**, a Florida corporation ("MasTec"), hereby certifies on behalf of MasTec, to the best of his knowledge, information and belief:

(1) He holds the offices with respect to MasTec as set forth below;

(2) MasTec is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

(3) Jeffrey C. Schmidt, P.E. is a duly qualified and acting Executive Vice President – Utility Services Division of MasTec and he continues to occupy such office as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February, 2021.

Alberto de Cardenas
Executive Vice President and Secretary

(CORPORATE SEAL)

MasTec North America, Inc. CORPORATE SEAL 1998 FLORIDA

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

Fort Pierce Utilities Authority
Regulatory Affairs Department
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

June 8, 2023 SENT VIA EMAIL TO: KevinBrickman@mastec.com

Kevin Brickman
Mastec North America, Inc.
800 S. Douglas Road, Suite 1200
Coral Gables, FL 33134

Re: **Bid No. ITB22-06: ELECTRIC UNDERGROUND – CONTRACT RENEWAL**

Dear Mr. Brickman:

This is official notification to your firm that Fort Pierce Utilities Authority (FPUA) has agreed to renew your current contract for **"Installation and/or repair of electric underground facilities"** for a period of 12 months beginning **October 1, 2023 and ending on September 30, 2024**. This is the **1st** of **4 1-year** renewal options. This renewal is granted under the same terms and conditions as the original Contract in an amount not to exceed **$750,000** annually. In addition, FPUA accepts the 3% increase in the labor/installation rate. A purchase order will be issued to you upon your acceptance of the renewed contract term.

This document must be signed by a person registered with the Florida Department of State as a company officer (or by someone authorized by such a person via affidavit or corporate resolution) that is authorized to sign contracts on behalf of the company. If signed by someone not listed as a company officer on the web site www.sunbiz.org, please return with this document, a copy of the affidavit or resolution giving contracting signature authority to the signer.

Beginning January 1st 2020, FPUA and all contractors and subcontractors that provide labor, supplies and services to FPUA must register with and use the E-Verify system to verify the work authorization status of all newly hired employees (hired after Dec. 31, 2020). E-Verify is an online employment verification system provide by the Department of Homeland Security (see www.e-verify.gov/). Under the new law FPUA, and its contractors or subcontractors, may not enter into a contract unless each party registers with and uses the E-Verify system.

We also need a current copy of your Certification of Insurance for the coverage required by the contract. **Certificates of Insurance must be completed as follows:**

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Program Manager
PO Box 3191
Fort Pierce FL 34948-3191

Additional Insured
Fort Pierce Utilities AuthorityPlease return this properly executed document by e-mail to indicate acceptance.

Thank you.

Sincerely,

Elba Cendejas
Risk Program Manager

ACCEPTED BY:
MASTEC NORTH AMERICA, INC.

_____
Signature/Officer of Firm

Manuel Arismendy
Name (Typed or Printed)

Senior Vice President
Title

8/15/2023
Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

AMENDMENT 1
TO THE CONTRACT FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT
POA NO. 22-06

THIS FIRST AMENDMENT ("First Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and MasTec North America, Inc. ("Contractor").

WHEREAS, the parties entered into a contract for installation and/or repair of electric underground facilities services effective October 5, 2022; and

WHEREAS, the parties desire to amend the Contract to increase the Contract amount and to extend the term of the Contract.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Section 5 of the Contract is amended to increase the total job price from "not to exceed $750,000.00 annually" to "not to exceed $850,000.00 annually."

2. Section 9 of the Contract is deleted in its entirety and replaced with the following section 9:

Section 9:

This Contract shall commence on October 22, 2022 and end on September 30, 2027, unless otherwise extended or earlier terminated in the sole discretion of FPUA. Annual escalation is not to exceed the Engineering News Record Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

3. This First Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Contract remain in full force and effect. Any conflict between the provisions of this First Amendment and the Contract shall be resolved in favor of the provisions of this First Amendment.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date set forth below.

FORT PIERCE UTILITIES AUTHORITY

Board Chair

9/17/2024
Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA ~~General Counsel~~
SPECIAL COUNSEL

MASTEC NORTH AMERICA, INC.

Signature

Jerry Cook
Printed Name

Senior Vice President
Title

9/13/2024
Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

EXHIBIT "D"
PROJECT STATEMENT OF WORK

The work entails the rerouting of the existing underground primary electrical mains which currently traverse across the Kings Landing development. The new electrical utilities will be situated within the limits of the AE Backus and Indian River Drive public rights-of-way and not result in conflicts with the proposed Kings Landing improvements.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

SECTION 02016

EXISTING UTILITIES AND UNDERGROUND STRUCTURES

PART 1 – GENERAL

1.01 GENERAL

A. The plans depict the approximate location of the existing utilities. The locations of those facilities (horizontal and vertical) were obtained from record drawings. Guarantee is not made that all existing underground utilities are shown or that the location of those shown are entirely accurate. Finding the actual location of any existing utilities is the contractor's responsibility and shall be done before he commences any work in the vicinity. Furthermore, the contractor shall be fully responsible for any and all damages due to the contractor's failure to exactly locate and preserve any and all underground utilities.

1.02 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 48 hours prior to digging.

B. Locate the cables, ducts, conduit, pipeline, etc. in advance of the proposed construction.

C. Notify Engineer of any substantial changes and/or conflicts that would require a deviation in the plans. Late discovery of existing underground utilities does not constitute "required" deviations should early discovery prevent them.

D. Repair any damage done to existing utilities at no additional expense to the Owner.

E. Remove or modify those utilities scheduled to be removed or modified on the plans.

1.03 PRECONSTRUCTION VIDEO

A. At least one (1) week prior to the start of construction, the contractor shall have video recordings taken of the entire project area. This area includes but is not limited to, the entire site work area, the construction staging area, site access driveways, and the area around the existing buildings. Such recordings shall be provided to the Owner and Engineer before the commencement of construction. These recordings shall serve as record of the conditions as they existed prior to the start of the work. They will be used in the event of a dispute that arises from restoration or damage claims. The contractor shall pay particular attention to

existing damage on public and private property near the work area and ensure that these items are documented on the video.

B. Video recordings are to be delivered to the Owner and Engineer on a DVD, or via a digital method of file transfer, in a standard video format that is able to be viewed on a Windows operating system. All video recordings shall become the property of the Owner.

END OF SECTION

SECTION 02065

DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required for the removal of items indicated on the plans for disposal

B. The Contractor is responsible for removal of all debris from the site and proper disposal of debris.

1.02 ACCESS

A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads and walks both on-site and off-site and to ensure minimum interference with occupied or used facilities.

B. Special attention is directed towards maintaining safe and convenient access to the existing facilities by Owner's operations personnel and associated vehicles.

C. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the Engineer. Provide alternate routes around closed or obstructed traffic in access ways.

1.03 PROTECTION

A. The Contractor shall conduct construction activities to minimize damage to adjacent buildings, structures, utilities, storm drainage, and other facilities, including persons.

1.04 UTILITIES

A. It shall be the Contractor's responsibility to maintain existing utilities in service and protect against damage during demolition operations.

PART 2 - PRODUCTS

A. Not Used

SECTION 02065

DEMOLITION

PART 3 - EXECUTION

3.01 REMOVAL OF EXISTING FACILITIES

A. Subject to the constraints of maintaining the existing utilities in operation; existing facilities not necessary for the operation of the new facility shall remain the property of the Owner unless otherwise directed by the Owner. The Contractor shall remove, clean, and prepare for storage all equipment to remain as directed by the Owner. If the Owner elects not to retain ownership of a certain item, the item shall become the property of the Contractor and shall be removed from the site at the Contractor's expense.

END OF SECTION

SECTION 02200

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

PART 1 - GENERAL

1.01 GENERAL

The provisions set forth in this section shall be applicable to all underground electric installations, regardless of location, unless prior approval is received from the Utilities Engineer for special design considerations. All excavations shall be properly shored, sheeted and braced or cut back at the proper slope to provide safe working conditions, to prevent shifting of material, to prevent damage to structures or other work and to avoid delay to the work, all in compliance with the U.S. Department of Labor Occupational Safety and Health Act (OSHA), the State of Florida Trench Safety Act (Chapters 90-96 of the laws of Florida, CS/CB 2626 or as amended), and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 or as amended). The minimum shoring, sheeting, and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. In all cases where a conflict exists in the requirements of OSHA Regulations, Florida Trench Safety Act, and these specifications, the requirements of the state agency shall prevail.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. SHEETING AND BRACING:

1. Wood sheeting to be left in place shall be pressure treated with preservative in accordance with the current requirements of the American Wood Preservers Association Manual of Recommended Practice.

2. Steel sheeting to be left in place shall be as specified in ASTM Designation A328.

B. CONCRETE:

1. Required concrete shall have a minimum 3,000 pounds per square inch compressive strength.

SECTION 02200

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

PART 3 – EXECUTION

3.01 TRENCHING:

A. Trench Dimensions: The minimum width of the trench bottom shall be 12 inches, and the maximum width of trench bottom shall be 24 inches unless otherwise shown on the drawing details or approved by the Engineer.

B. Trench Grade: Standard trench grade shall be defined as the bottom surface of the utility to be constructed or placed within the trench. Trench grade for utilities in rock or other non-cushioning material shall be defined as six inches below the outside of the bottom of the utility, which six inches shall be backfilled with extra utility bedding material. Excavation below trench grade that is done in error shall be backfilled to trench grade with granular material and compacted.

C. Utility Bedding: The bottom of the trench shall be shaped to provide a firm bedding for the utility pipe. The utility shall be firmly bedded in undisturbed firm soil, or hand-shaped unyielding material. The bedding shall be shaped so that the pipe will be in continuous contact therewith for its full length and shall provide a minimum bottom segment support for the pipe equal to the spring line of the pipe or one-half of the outside diameter of the barrel. Special bedding may be required, due to depth of cover, impact loadings, or other conditions.

D. Sheeting and Bracing: In order to prevent damage to property, injury to persons, erosion, cave-ins, or excessive trench widths, adequate sheeting and bracing shall be provided, as required, and/or directed by the Engineer, in accordance with accepted standard practice. When the situation arises, sheeting and bracing shall be used as necessary to protect the integrity of the road shoulder. Sheeting shall be removed when the trench has been backfilled to at least one-half its depth, or when removal would not endanger the construction of adjacent structures. When required, to eliminate excessive trench width or other damage, sheeting, bracing, or shoring shall be left in place and the top cut off at an elevation of 5.0 feet below finished grade, unless otherwise directed.

All sheeting and bracing will be in accordance with OSHA, and the Florida Trench Safety Act.

E. Excavated Material: Excavated material to be used for backfill shall be neatly and safely deposited at the sides of the trenches where space is available. Whenever possible, excavated material near a roadway should be deposited on the right-of-way side of the trench, away from the travel way. Where stockpiling of excavated material is required, the Contractor shall be responsible for obtaining the sites to be used and shall maintain his operations to provide for natural drainage and not present an unsightly appearance. All sites shall be restored after fill is removed.

F. Material Disposal: Excess, unsuitable, or cleared and grubbed material resulting from the utility installation shall be removed from the work site and disposed of a location(s) secured by the Contractor, and in accordance with the agency having jurisdiction. Excess excavated material shall be spread on the disposal site and graded in a manner to drain properly and not disturb existing drainage conditions, in accordance with applicable permit requirements.

G. Borrow: Should there be insufficient satisfactory material from the excavations to meet the requirements for fill material, borrow shall be obtained from pits secured by the Contractor. All borrow shall meet the provisions of these specifications.

H. Rock Excavation: Rock excavation shall be defined as excavation of any hard natural substance that cannot be removed by a one cubic yard bucket and requires the use of explosives and/or special impact tools such as jackhammers, sledges, chisels, or similar devices specifically designed for use in cutting or breaking rock.

I. De-watering: Utilities shall be laid "in the dry," unless otherwise approved. Trench excavations may be dewatered by using one or more of the following methods: well point system, sumps with pumps, or other methods(s) as approved by the Engineer. Dewatering systems shall be utilized in accordance with good standard practice and must be efficient enough to lower the water level in advance of the excavation and maintain it continuously to keep the trench bottom and sides firm and dry. If the material encountered at trench grade is suitable for the passage of water without destroying the sides or utility foundation of the trench, sumps may be provided at intervals at the side of the main trench excavation, with pumps used to lower the water level by taking their suction from said sumps. Discharge from dewatering shall be disposed of in such a manner that it will not interfere with normal drainage of the area, in which the work is being performed, create a public nuisance, or form pending. All discharge shall be in accordance with any SFWMD issued permits. The operations shall not cause injury to any portion of the work completed, or in progress, or to the surface of streets, or to private property. The proposed dewatering method(s)

and schedule shall be approved by the Utilities Engineer and necessary regulatory agencies prior to construction.

Additionally, where private property will be involved, advance permission shall be obtained in writing by the Contractor.

J. Obstructions: It shall be the Contractor's responsibility to acquaint himself with existing conditions and to locate structures and utilities along the proposed utility alignment in order to avoid conflicts. Where actual conflicts are unavoidable, work shall be coordinated with the facility owner and performed so as to cause as little interference as possible with the service rendered by the facility disturbed. All affected utilities shall be notified prior to excavation in their vicinity.

K. Backfill in Existing Traffic Zones:

1. General: Backfill material shall be clean earth fill composed of sand, clay, and sand, sand and rock, crushed rock, or an approved combination thereof. Backfilling shall be divided into three specified areas: First, from trench grade to a point 12 inches above the top of the utility, called the pipe zone; second, from the top of the pipe zone to the bottom of the sub-grade; and third, from the bottom of the replacement base course to the replacement surface, see standard details. Where encasements or other below-grade concrete work have been installed, backfilling shall not proceed until the concrete has obtained sufficient strength to support the backfill load. The frequency of density testing is to be specified by the Engineer on the Construction Drawings.

   At a minimum, density testing will be at the minimum distance or interval required by the local permitting agency where applicable or as specified by FPUA.

2. Pipe Zone: Granular material shall be carefully placed and tamped around the lower half (springline) of the utility. Backfilling shall be carefully continued until the fill is 12 inches above the top of the utility, using the best available material from the excavation, if approved. The material shall be lowered to within two feet above the top of pipes before it is allowed to fall, unless the material is placed with approved devices that protect the pipes from impact. The pipe zone shall exclude stones, or rock fragments larger than one inch.

3. Second Area: The remainder of the trench, about the pipe zone and below the sub grade, shall be backfilled and compacted in layers not exceeding 12 inches. Compaction of each lift shall be equal to 98% of maximum density as determined by AASHTO Specification T-99.

4. Shoulder Restoration: All shoulder restoration shall be in accordance with the applicable permit requirements of the agency having jurisdiction.

5. Compaction Methods: The above-specified compaction shall be accomplished using accepted standard methods (powered tampers, vibrators, etc.), with the exception that the first 12 inches of backfilling over the pipe shall be compacted by hand-operated tamping devices. Flooding or puddling with water to consolidate backfill is not acceptable, except where sand is encountered and the operation has been approved by the Utilities Engineer.

6. Density Tests: Density tests for determination of the above-specified compaction shall be made by a testing laboratory approved by the Engineer and at the expense of the Contractor, or as otherwise specified. Test locations will be determined by the Engineer, and the permit agency having jurisdiction. Tests shall also be made where a trench crosses a paved roadway or future paved roadway. If any test results are unsatisfactory, the Contractor shall re-excavate, re-compact the backfill, and retest, at his expense until the desired compaction is obtained. Additional compaction tests shall be made to each side of an unsatisfactory test, as directed, to determine the extent of re-excavation and re-compaction necessary.

N. Backfill in New Traffic Zones: Compaction and testing requirements for backfill in areas of new road construction, i.e. subdivisions, shall be the same as for "Existing Traffic Zones," except:

1. One compaction test shall be required 24 inches above the top of the pipe.

2. Although the trench must be backfilled and compacted in 12-inch lifts as required in "Existing Traffic Zones," compaction tests are required in each 12-inch lift.

O. Backfill in Non-traffic Zones: Backfill must be placed as specified in Subsection M for the pipe zone. Above the pipe zone, the trench must be backfilled to natural density or to 95% of AASHTO T-99, whichever is greater.

P. Protective Concrete Slab: Protective concrete slabs shall be installed where required by the Utilities Engineer, to protect the installed utility against excessive loads, or when insufficient cover exists.

Q. Seed and Mulch: Fertilizing, seeding and mulching operations will be carried out in accordance with the permit agency having jurisdiction.

R. Sodding: Fertilizing and sodding operations will be carried out in accordance with the permit agency having jurisdiction.

END OF SECTION

SECTION 02320

HORIZONTAL DIRECTIONAL DRILLING

PART 1-GENERAL

1.01 SECTION DESCRIPTION

The work specified in this section consists of furnishing and installing underground utilities using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.

1.02 REFERENCES

Not Used

1.03 QUALITY ASSURANCE

The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

1.04 SUBMITTALS

A. WORK PLAN

Prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project.

B. EQUIPMENT

Contractor will submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project.

C. MATERIALS

Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings and any other item which is to be an installed component of the project.

PART 2 - EQUIPMENT REQUIREMENTS

2.01 EQUIPMENT

The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

2.02 DRILLING SYSTEM

A. DRILLING RIG

The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations.

B. DRILL HEAD

The drill head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and drilling fluid jets.

C. MUD MOTORS(if required)

Mud motors shall be of adequate power to turn the required drilling tools.

2.03 GUIDANCE SYSTEM

The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

2.04 DRILLING FLUID (MUD) SYSTEM

A. MIXING SYSTEM

A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be sized for adequate storage of the mud. Mixing system shall continually agitate the drilling fluid during drilling operations.

B. DRILLING FLUID

Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 – 10 and/or as per mixing requirements of the Manufacturer. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

C. DELIVERY SYSTEM

The mud pumping system shall have a minimum capacity to supply mud in accordance with the drilling equipment pull-back rating at a constant required pressure. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage facilities.

2.05 OTHER EQUIPMENT

A. PIPE RAMMERS

Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

B. RESTRICTIONS

Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

PART 3 - EXECUTION

3.01 GENERAL

The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

3.02 PERSONNEL REQUIREMENTS

All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety.

3.03 DRILLING PROCEDURE

A. SITE PREPARATION

1. Prior to any alterations to work-site, contractor shall photograph or video tape entire work area, including entry and exit points. One copy of which shall be given to Engineer and one copy to remain with contractor for a period of one year following the completion of the project.

2. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

B. DRILL PATH SURVEY

Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If contractor is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.

C. ENVIRONMENTAL PROTECTION

Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water-body or wetland.

D. SAFETY

Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to Engineer.

E. PILOT HOLE

1. Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', Contractor will notify Engineer and Engineer may require Contractor to pull-back and re-drill from the location along bore path before the deviation.

2. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, contractor shall cease drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a March funnel and then wait another 30 minutes. If mud fracture or returns loss continues, contractor will cease operations and notify Engineer. Engineer and contractor will discuss additional options and work will then proceed accordingly.

F. REAMING

Upon successful completion of pilot hole, contractor will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

G. PULL-BACK

1. After successfully reaming bore hole to the required diameter, contractor will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations contractor will not apply more than the maximum safe pipe pull pressure at any time.

2. In the event that pipe becomes stuck, contractor will cease pulling operations to allow any potential hydro-lock to subside and will commence pulling operations. If pipe remains stuck, contractor will notify Engineer. Engineer and contractor will discuss options and then work will proceed accordingly.

3.04 CONDUIT PROOFING

A. All conduit shall be proofed at the completion of the project to remove any obstructions as a result of normal construction.

3.05 SITE RESTORATION

A. Following drilling operations, contractor will de-mobilize equipment and restore the work-site to original condition. All excavations will be backfilled and compacted to 95% of original density. Landscaping will be restored to original. All mud shall be disposed of by the CONTRACTOR.

3.06 RECORD KEEPING

A. AS-BUILTS

Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of project. As-built drawings shall be certified as to accuracy by the Engineer.

END OF SECTION

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.1 GENERAL

All applicable provisions of the General Conditions are part of this section. Payment for all labor, equipment and materials shall be as set out in the General Conditions and Agreement. Any conflict between the Project Plans and Technical Specifications shall be constructed according to the Project Plans.

1.2 DESCRIPTION OF WORK

Work includes the restoration of driveways, lawn areas, trees and plants, roadways, and any other existing improvement affected by the proposed work. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.3 TEMPORARY RESTORATION

The Contractor shall be aware and make provisions as necessary to provide temporary resurfacing if required by the governmental agency having jurisdiction for roadways, drives and/or sidewalks. If required, the Contractor will provide temporary resurfacing after final backfill over the open cut, for a period specified by the agency, prior to final roadway replacement.

1.4 QUALITY ASSURANCE

A. The work in this section shall generally conform to the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereafter called the FDOT Standard Specifications.

B. Florida Grades and Standards for Nursery Plants, Part 1 shall be used when determining quality of plants and shrubs.

1.5 SUBMITTALS

Certification: Certification of quality by producer, nursery or manufacturer shall be delivered to Owner 10 days prior to use.

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

PART 2 - PRODUCTS

2.1 SOD

A. The sod used for restoration shall match the existing in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without well-established sod, Argentine Bahia sod shall be used.

B. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Owner before placing.

2.2 PLANTS

A. Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Owner before placing.

B. Existing plants may be removed, preserved, and replaced at the Contractor's option. Plants shall be handled by an approved nursery.

C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced. Plants used shall be in accordance with the "Grades and Standards", Florida No. 1 or better. Plants shall conform to the sizes indicated by the Owner.

2.3 GRASSING

Technical Specifications shall conform to the latest edition of Section 570 "Grassing (By Seeding), Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

2.4 PLANTER MULCH

Mulch for planter areas shall be Cypress Bark, clean, bright and free from weeds, moss, sticks, and other debris. Bark size shall not be over 2-1/2 inch diameter.

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

2.5 WATER

The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

2.6 EQUIPMENT

A. Fertilizer Spreader: The device for spreading fertilizer shall be capable of uniformly distributing the material at the specified rate.

B. Seed Spreader: The seed spreader shall be an approved mechanical hand spreader or other approved type of spreader.

C. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

2.7 BASE COURSES (SUBBASE)

A. Technical specifications shall conform to the latest edition of Section 200 through 286 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

B. Typically subbase as specified in Section 240 is used on City projects with density requirements shown on plans and details.

C. It is the responsibility of the Contractor to provide all materials to assure base courses meet the above-mentioned specifications.

2.8 ASPHALTIC CONCRETE & PORTLAND CEMENT CONCRETE PAVEMENT

A. The standard technical specifications for the above-mentioned items shall meet the specifications as set forth in the latest edition of Sections 300 through 370 of the Florida Department of Transportation's Standard Specifications of Road and Bridge Construction. Materials for these items shall meet the requirements in Sections 901, 902, 916, and 917 of the same specifications.

B. Certification by means of a job mix formula, as in Section 331- 4.3 F.D.O.T. Specifications, shall be submitted by the Contractor to the Engineer before the asphalt is placed on the project. If said certification is not submitted to the Engineer, the materials may be rejected or at the discretion of the Engineer, asphalt may be allowed to be placed at the risk of the Contractor.

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

2.9 PORTLAND CEMENT CONCRETE

A. The standard technical specifications for Portland Cement Concrete shall meet the specifications as set forth in the latest edition of Section 345 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

B. Materials for Portland Cement Concrete shall meet the requirements in Sections 901, 902, 921, 923, and 924 of the same specifications.

C. Certification as noted in Section 345-4.3 of the F.D.O.T. Specifications shall be obtained by the Contractor from the supplier, stating that the materials meet the above stated specifications and be submitted to the Engineer before the concrete is placed on the project. If said certification is not submitted to the Engineer, the concrete may be rejected or at the discretion of the Engineer, concrete may be allowed to be placed at the risk of the Contractor.

D. Synthetic fibers are used at 1 1/2 pounds per cubic yard of concrete and can be introduced with the aggregates or after all of the above ingredients have been blended or mixed.

2.10 CONCRETE CURB & GUTTER

All curb and gutter shall conform to the latest edition of Section 520 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

2.11 CONCRETE SIDEWALK

All sidewalks shall conform to the latest edition of Section 522 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

2.12 JOINT MATERIAL

Perform joint filler, one-half inch thick, conforming to AASHTO M153 or AASHTO M213.

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

PART 3 - EXECUTION

3.1 LANDSCAPING RESTORATION

A. General: All seeding, sodding and landscaping shall conform to the latest edition of Section 570 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

Regarding the warranty, the Contractor must provide (a) one (1) year warranty from date of final acceptance including coverage of plants from death or unhealthy conditions, and (2) replacement plants shall be of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

B. Lawn Areas: Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

C. Balled Plants: Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

D. Option: Plants may be furnished as container grown instead of balled if all other requirements are met.

E. Preparation of Plant Pits: All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or 3-gallon containers shall have pits that are two feet wider than the width of the plant ball and 6-inches deeper than the depth of the ball. Smaller shrubs shall have pits that are at least one foot wider than the width of the plant ball and 6-inches deeper than the ball depth.

F. Setting Plant: All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palm trees shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The

rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

G. Water: Water to be used initially during plant installation shall be furnished by the Contractor.

3.2 SOD PLACEMENT

A. Sod is required in all disturbed areas.

B. The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation. Immediately before sod is placed, 12-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.

C. Sod shall be firmly embedded by light tamping. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer limits. The sod shall be kept in a moist condition after it is planted. Water shall not be applied between the hours of 8:00 a.m. and 4:00 p.m., nor when there is danger of freezing. On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

D. Maintenance: Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.3 SEEDING

A. Seeding and fertilizer shall only be used in areas where dirt is existing and no grass or grass/weed mixture is present.

B. Execution of seeding shall be in accordance to the latest edition of Section 570 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

3.4 EXCAVATION AND EMBANKMENT

A. All excavated material which is suitable shall be used in the formation of embankments or shoulders, or for backfilling as directed. Excavated material which will be suitable when dry shall be allowed to dry and be used as required. All materials removed which are considered unsuitable or spoil material shall be disposed of outside the limits of the site at the Contractor's expense

B. All other technical specifications shall conform to the latest edition of Section 120 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

3.5 PAVEMENT REPLACEMENT

A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

B. Prior to replacing concrete or asphalt pavement, a subbase and base course corresponding to the required materials and thicknesses specified on the Construction Drawings shall be installed. The Contractor will have tests made by an independent testing laboratory to verify that the required compaction densities are obtained.

C. Non-asphalt pavement replacement shall be replaced of like material and thickness in accordance to the Construction Drawings. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6-inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric or as specified within the construction drawings. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

D. Road cuts shall be repaired with a temporary asphalt patch the same day as cut and maintained for a period of 90 days prior to placing the final wearing surface.

E. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

SECTION 02800

RESTORATION OF SURFACE IMPROVEMENTS

3.6 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, saw cutting curb is required to obtain a vertical roughened surface without spalling fractures, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer. Curb shall be replaced of like material and design in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the FDOT Standard Specifications. It shall be the Contractor's responsibility to verify existing curb/gutter grades and place the new curb/gutter to these same grades.

3.7 CONCRETE SIDEWALK

A. Concrete sidewalk shall be removed by saw cutting on a straight line with edges as vertical as possible. The new sidewalk segments shall match the existing sidewalk as to width, thickness, and elevation, and have a medium broom finish.

B. Expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be 1/2-inch joints formed with a performed joint filler.

3.8 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Contractor and at such locations as may be recommended by the Engineer. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

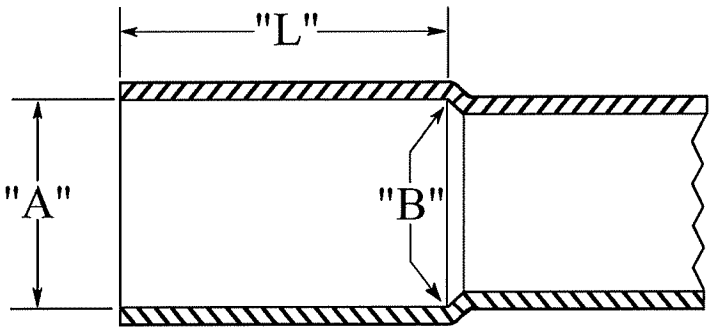
TECHNICAL SPECIFICATION

FMPA TECHNICAL SPECIFICATION FA-PVC-1
SPECIFICATIONS FOR
PVC CONDUIT & FITTINGS

1. SCOPE

This specification covers the requirements for PVC Conduit and Fittings used in 60 cycle power distribution systems.

2. DEEP BELL SPECIFICATIONS



The diagram above and the dimensions below are to be used where "deep bell" ends on conduit or elbows are specified. The entrance and base bell dimensions are the same as standard UL listed bells, but the depth is greater than the UL allowance.

Size	Bell Entrance Diameter "A"	Bell Bottom Diameter "B"	Bell Depth "L"
1-1/2"	1.916"±.006"	1.894"±.006"	2.75"±.25"
2"	2.393"±.006"	2.369"±.006"	3.25"±.25"
2-1/2"	2.890"±.007"	2.888"±.007"	3.25"±.25"
3"	3.515"±.008"	3.492"±.008"	4.00"±.25"
3-1/2"	4.015"±.008"	3.992"±.008"	4.25"±.25"
4"	4.515"±.009"	3.492"±.009"	4.75"±.25"
5"	5.593"±.010"	5.553"±.010"	5.75"±.25"
6"	6.656"±.011"	6.614"±.011"	6.25"±.25"

3. SPECIFICATION BY MANUFACTURER PART NUMBER:

The individual products supplied shall be equal to the unit described by the manufacturer and part number shown on the bid form. Manufacturing standards and production tests shall be in accordance with ANSI/IEEE Standards, as appropriate, and published by the manufacturer.

4. COILABLE POLYETHYLENE DUCT

4.1 Description

The duct shall be manufactured from virgin high – density polyethylene. The addition of clean rework material is permissible if generated in the manufacturer's own plant. The ducts are supplied with smooth gray walls. The duct shall be capable of being coiled (reeled) in continuous lengths, transported, stored outdoors and subsequently uncoiled for installation – without affecting its properties or performance.

4.2 Workmanship

The duct shall be free of visible cracks, holes or other physical defects that would degrade its performance. It shall be uniform as practicable in respect to overall dimensions, color density, thickness, etc.

4.3 Markings

The duct shall have a durable identification showing the name or the trademark of the manufacturer, duct size, date and reference code,

and have **"CAUTION – HIGH VOLTAGE"** printed at intervals no greater than three feet.

4.4 Capping

The open ends of each length of reeled duct shall be sealed by plastic caps to prevent the entrance of dirt and/or moisture.

4.5 Dimensions

The dimensions of the duct shall be as per ASTM-D3035. Wall thickness to be SDR 13.5 rating.

4.6 Packaging

The duct shall be provided on lightweight metal reels in maximum lengths possible with no joints or splices. Reel sized shall be 8' in diameter.

4.7 Installation

The duct shall be capable to being directly buried with no special considerations to using selective backfill. The duct shall be capable of being encased in concrete.

5. APPROVED EQUAL MANUFACTURERS:

The following manufacturers are approved equals where exact equal products are available:

1) Carlon
2) Cantex
3) CSR Poly Pipe
4) Dura Line
5) PNA
6) ARNCO
7) Petroflex
8) Ameriplast

FPRA Regular Meeting **8. a.**

Meeting Date: February 11, 2025

Re: Update from Innovative Masonry Restoration (IMR) on the Completion of the Exterior Renovation of Old St. Anastasia

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Update from Innovative Masonry Restoration (IMR) on the Completion of the Exterior Renovation of Old St. Anastasia

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Attachments

Presentation



INNOVATIVE MASONRY RESTORATION, LLC



OLD ST. ANASTASIA









Material Samples





Paint Striping and Cleaning





Tuckponting and Brick Replacement/Rebuilding in Progress





Tuckponting and Brick Replacement/Rebuilding Complete





Cast Stone Patching



New Stucco System at Concrete Foundation.





Upper North Brick Rebuilding





Cast Stone Painting





Roofing





Window Glass Replacement



Project Complete

FPRA Regular Meeting **8. b.**

Meeting Date: February 11, 2025

Re:

SUBJECT:

Resolution FPRA 25-02 appointing Donna Benton to the CRA Advisory Board as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution FPRA 25-02

FPRA RESOLUTION NO. 25-02

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE;** AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE FORT PIERCE REDEVELOPMENT AGENCY OF THE CITY OF FORT PIERCE, FLORIDA, that the following be and are hereby appointed by the Fort Pierce Redevelopment Agency to serve as members of the Community Redevelopment Agency Advisory Committee in accordance with FRPA Resolution No. 13-05, 16-01 and 21-18; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Seat	Term Expires
Donna Benton	Commissioner Taylor	concurrent

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of February 2025.

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
LINDA COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, Agency Attorney

FPRA Regular Meeting **9. a.**

Meeting Date: February 11, 2025

Re: FPRA Programs & Activities Summary Report - February 2025

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

FPRA Programs & Activities Summary Report - February 2025

Attachments

February 2025 FPRA Programs & Activities Summary Report

FEBRUARY 2025

FPRA PROGRAMS & ACTIVITIES SUMMARY REPORT



FPRA FORT PIERCE REDEVELOPMENT AGENCY



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FPRA FORT PIERCE REDEVELOPMENT AGENCY



WESTERN PENINSULA CHARRETTE

On Wednesday, October 30, 2024, the Treasure Coast Regional Planning Council (TCRPC) presented the work-in-progress presentation for the Western Peninsula Charrette and Master Plan. The presentation chronicled the charrette workshop held on Saturday, October 5, 2024 including the citizens' drawings and recommendations. That Saturday nearly 80 members of the public participated and provided numerous insights and suggestions that the team developed during the course of the charrette week.

The Treasure Coast Regional Planning Council plans to submit the initial draft of the Western Peninsula Charrette and Master Plan in February. Staff will review the report and provide input. The final plan is on track to be presented to the FPRA Board in March or April 2025. This is in alignment with the anticipated project schedule in the ILA.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

WATERWAYS PROJECT

The Fort Pierce Redevelopment Agency (FPRA) and St. Lucie County have recently signed an Interlocal Agreement to advance inlet and waterway projects within the redevelopment area. This collaboration will bring mutual benefits to both parties, yielding significant economic advantages. The projects are designed to support tourism, promote recreational and commercial fishing, enhance local ecosystems, and protect vital shorelines for both residents and visitors. Potential initiatives include beach and dune restoration, the development of the Harbour Pointe Regional Boat Ramp, and various regional stormwater improvements. For each project, the parties will enter into separate agreements that outline specific project details, including scope, funding, and responsibilities.

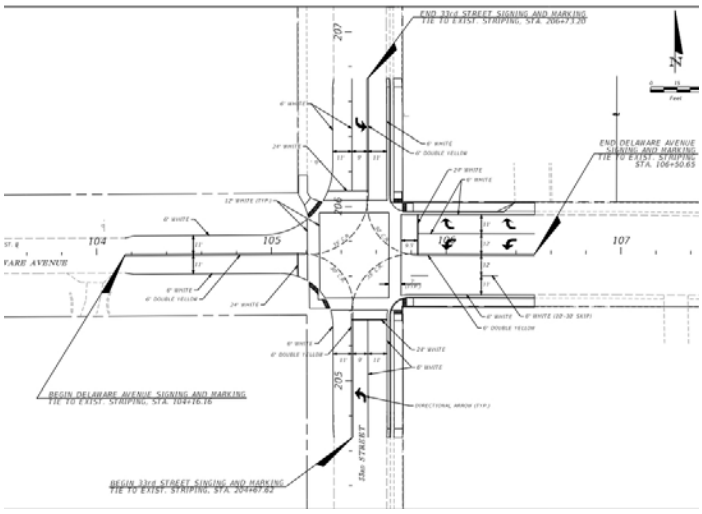


DELAWARE & 33RD

INTERSECTION IMPROVEMENTS

We are pleased to announce upcoming enhancements coming to the intersection of Delaware Street and 33rd Avenue. In response to community feedback and ongoing efforts to enhance traffic flow and safety, the improvements will provide a smoother, more efficient experience for both drivers and pedestrians.

The 30% design plans include the design of preliminary roadway cross sections, paving, grading and drainage plans, and signage and pavement marking plans to remove the existing bump in Delaware Avenue. The project will also include new sidewalk, ramps, crosswalks and pedestrian signals at the intersection meeting current County, City of Fort Pierce and FDOT design standards.



FORT PIERCE REDEVELOPMENT AGENCY

MARINA PARK



The Future of Marina Square

As part of Phase 1 of the Downtown Master Plan, Marina Square stands as a pivotal focus area slated for transformative enhancements within Fort Pierce.

Under the Continuing Services Contract, staff has collaborated with Inspire Placemaking Collective to begin a visionary conceptual design for Marina Park. This design will be a culmination of community feedback gathered during extensive public engagement sessions.

The conceptual design will prioritize several key elements, including innovative parking solutions, potential programming opportunities, enhancements to waterfront access, and the expansion of green spaces. These improvements are geared towards creating a dynamic public space that caters to people of all ages and abilities, promoting inclusivity and community engagement.

Marina Square's transformation into Marina Park will not only enhance the aesthetic appeal of our downtown area but also serve as a vibrant hub for recreational activities, cultural events, and social gatherings. This initiative reflects our commitment to fostering a thriving community that embraces both its natural beauty and its residents.

At the upcoming February FPRA meeting, staff will seek approval to advance with Inspire Placemaking Collective, marking a pivotal milestone towards the revitalization of Marina Park and the broader goals of Fort Pierce's downtown area.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

OLD ST. ANASTASIA

Exterior Restoration

The exterior renovation of Old St. Anastasia is now complete, unveiling its stunning transformation.

All glass has been installed, with just one window needing reframing due to prior damage. On January 30, the glazing company installed grids on the recently placed glass, marking the final stages of the project. Jim Dolby from Innovative Masonry Restoration (IMR) will update the project's completion at the February 11 FPRA meeting.





Old St. Anastasia Master Plan

As stated in the 2020 FPRA Plan, the Fort Pierce Redevelopment Agency is committed to enhancing and developing the Peacock Arts District. Staff is seeking a consultant under a continuing services contract to develop a master plan for the Old St. Anastasia site. We envision that this comprehensive plan will involve community engagement, a feasibility study, historic preservation efforts, and concept development for the three parcels.



FPRA FORT PIERCE REDEVELOPMENT AGENCY

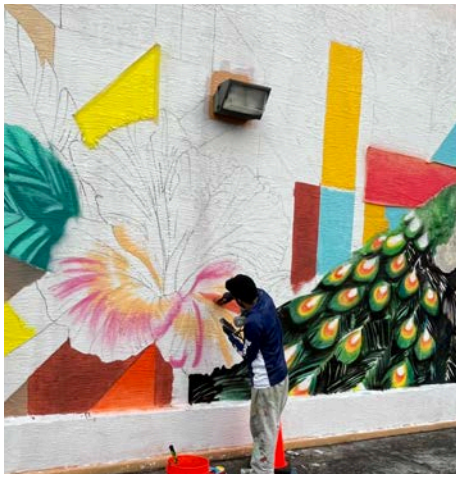


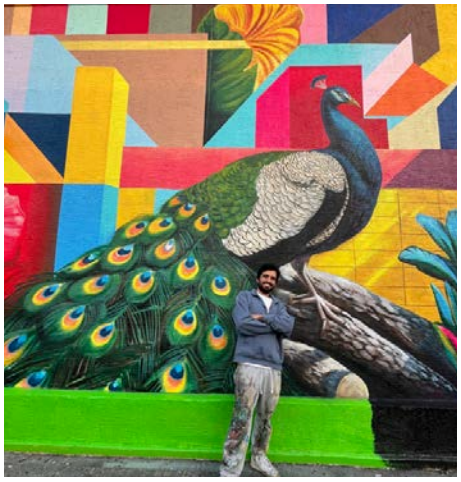
FPRA MURAL PROGRAM

We are thrilled to announce the completion of the "Flora Symphony" mural at 607 Orange Ave. The vibrant colors and stunning 3D effects have sparked an incredible response from the community.

On Facebook alone, we have received **176** comments, and the mural has been shared **270** times. This overwhelming support underscores the positive impact public art can have on our neighborhoods.

We're excited about the community's enthusiastic engagement and look forward to involving them in future projects.





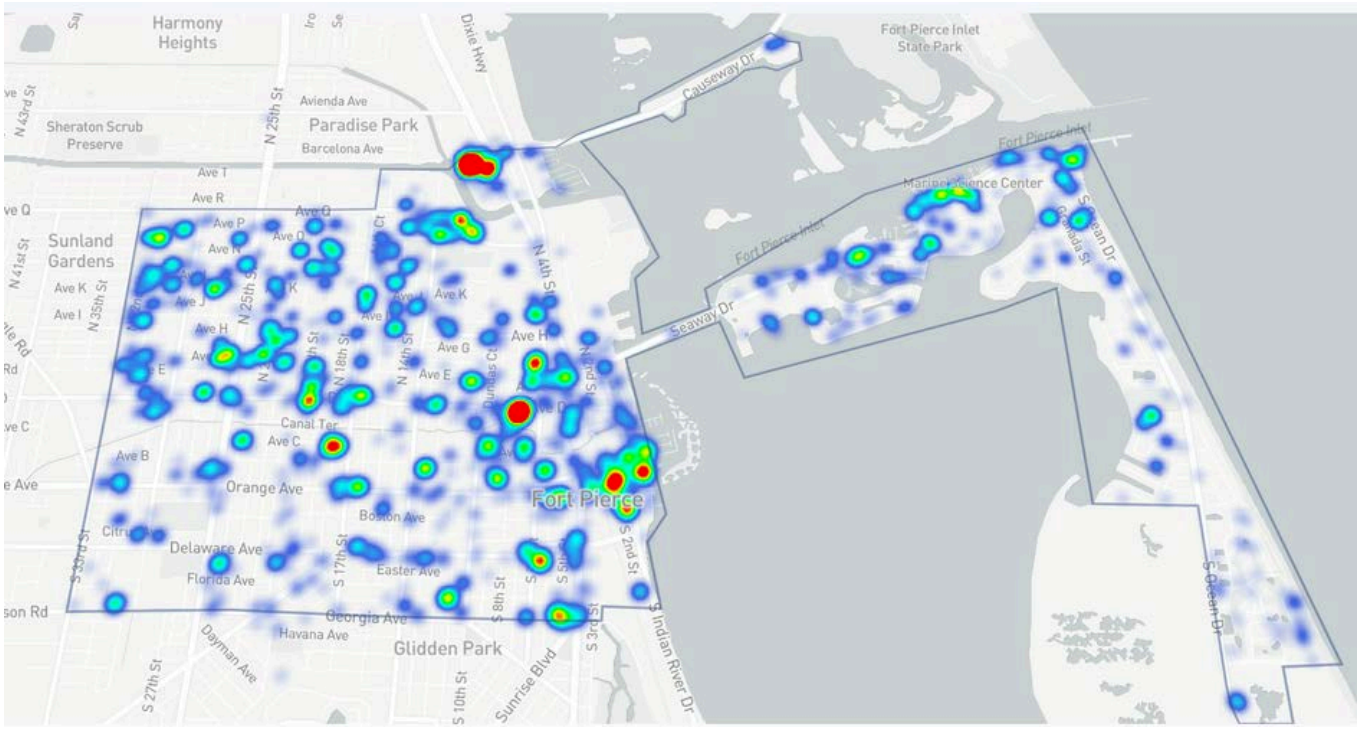
PEACOCK ARTS DISTRICT

FPRA FORT PIERCE REDEVELOPMENT AGENCY

FREEBEE



At the December FPRA meeting, the Board approved the addition of a new vehicle to the Freebee fleet for the remainder of the fiscal year, which ends on September 30, 2025. This expansion is designed to meet growing demand and enhance service efficiency, ultimately reducing wait times for riders.
In January, ridership exceeded that of December, reaching a total of 6,210 passengers. The heat map highlights red areas indicating the busiest drop-off locations.



SERVICE INFORMATION:

Coverage Areas: Inner Zone encompasses the commercial zone where Freebee rides can either start and/or end. Outer Zone refers to the area surrounding the inner zone where Freebee rides can travel through, rides must start or finish within the inner zone.

Accessibility Features: Freebee accommodates individuals with disabilities, ensuring comfortable and safe transportation. To request the ADA vehicle, call 855-918-3733 or request via the Freebee app.

Age Restriction: Freebee's services are exclusively available to individuals ages 18 and older.

SERVICE HOURS

Mon-Wed: 8am-6pm
Thursday: 8am-8pm
Friday: 8am-10pm
Saturday: 10am-10pm
Sunday: 10am-8pm

855.918.3733
Contact Us

FPRA FORT PIERCE REDEVELOPMENT AGENCY

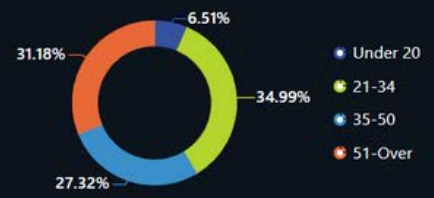
FREEBEE

Ridership Reports

JANUARY 2025

COMPLETED RIDES	PASSENGERS	AVG DRIVER RATING
4,663	6,210	4.9

MEN DRIVEN	FEMALE DRIVEN
2,961	3,249



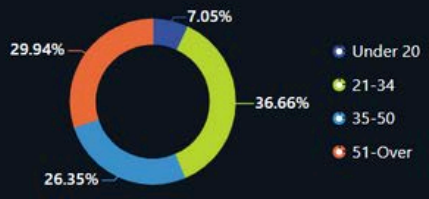
RIDES BY WAITING TIMES	0-10 MIN	10-15 MIN	15-20 MIN	20-30 MIN	30+ MIN
	1238	752	699	987	987

APP RIDES	FLAG DOWN RIDES	DISPATCH RIDES	AVG WAIT TIME
3,837	448	378	21.40

DECEMBER 2024

COMPLETED RIDES	PASSENGERS	AVG DRIVER RATING
4,134	5,557	4.9

MEN DRIVEN	FEMALE DRIVEN
2,695	2,862



RIDES BY WAITING TIMES	0-10 MIN	10-15 MIN	15-20 MIN	20-30 MIN	30+ MIN
	1035	649	611	965	874

APP RIDES	FLAG DOWN RIDES	DISPATCH RIDES	AVG WAIT TIME
3,478	373	283	21.92

FORT PIERCE REDEVELOPMENT AGENCY

OAKS AT MOORE'S CREEK

Construction Update

As part of the Oaks at Moore's Creek Phase II project, 15 new single-family homes will be located on Means Court, between Avenue B and Moore's Creek. Phase II will offer potential first-time home buyers four different residential models. The models are all 3 bedroom, 2 baths ranging from 1200 square feet to 1700 square feet. The homes will sell between $289k-$349k and will be sold to first-time homebuyers who are income eligible.

As of January 30, 2025 construction of housing units at 319 and 314 Means Ct. remains on schedule, with projected completion dates in mid-March and early May, respectively. The Development team is also finalizing plans and related documents for 318 Means Court in preparation for Building Permit review and approval. The permit application is expected to be submitted within the next 10 days.









FORT PIERCE REDEVELOPMENT AGENCY

HIGHWAYMEN MUSEUM

The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of $483,662 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum. The museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce.











The Highwaymen Museum project is steadily progressing, with major milestones achieved in recent weeks. The fire and alarm wiring, security and camera wiring, and electrical rough wiring have all reached rough completion, ensuring the infrastructure is in place. Fire sprinklers have been installed, and the kitchen cabinets have been delivered and installed. Flooring and tile materials have also been delivered, with bathroom measurements taken for installation. Several crucial inspections have been successfully approved, including fire and alarm inspection, electrical rough inspection, fire sprinkler inspection by the Fire Marshal and the City, HVAC duct inspection, building framing, and screw inspection. The project is on track, bringing us closer to celebrating the legacy and vibrant history of the Florida Highwaymen.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

INCUBATE NEIGHBORHOOD CENTER

LEASE AGREEMENT UDPATE

At the December 10th meeting, the FPRA Board approved moving forward with amending the Lease agreement with Incubate Neighborhood Center (INC). This amendment is intended to clarify and define additional responsibilities between INC and the FPRA, ensuring both parties have a clear understanding of their roles and obligations.

As of January 30, a funding agreement has been drafted by the City Attorney's office. Staff awaits the submission of contractor quotes from INC, which will facilitate finalization of the agreement. This crucial document is slated for review and approval at the upcoming FPRA Board meeting in March.











FPRA FORT PIERCE REDEVELOPMENT AGENCY

AVENUE D MODEL PROJECT



In April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop the Avenue D Model Block. This agreement defines the responsibilities and processes involved in the redevelopment of the property located at Avenue D and 7th Street, which includes parcels owned by the City of Fort Pierce, FPRA, and St. Lucie County. The project's vision is detailed in the 2020 FPRA Redevelopment Plan, which identifies this site as a model block, proposing a mixed-use redevelopment that includes apartment housing and commercial spaces.

St. Lucie County led the solicitation process, beginning with a Request for Letters of Interest, which was followed by a formal Request for Proposals. Two firms submitted proposals: Pinnacle Communities and HORUS Academy. An evaluation committee, comprised of staff members from both City of Fort Pierce and St. Lucie County, conducted a review of the proposals including presentations.

Staff will present their recommendation to enter negotiations with the highest ranked respondent, Pinnacle Communities at the FPRA Board Meeting on February 11, 2024. As this is a three-party agreement, this will also go before the City Commission and St. Lucie County Board of County Commissioners for approval as well.

Pinnacle Communities has extensive experience in affordable housing. Their proposal outlines a total of 157 residential units to be developed in two phases, offering 85 units of affordable rental housing for families and 72 units of affordable rental housing for seniors. Additionally, the proposal includes four live-work units facing 7th Street.

LINCOLN PARK MASTER PLAN

We are excited to announce the initiation of the Lincoln Park Master Plan project, a key component of our ongoing efforts to revitalize one of Fort Pierce's most historic neighborhoods. With roots dating back to the 1920s and 30s, Lincoln Park has historically been a vibrant commercial hub, featuring family-owned businesses, churches and community gathering spaces.

As part of the FPRA's commitment to enhancing the district's vibrancy, we aim to create a comprehensive vision that fosters economic growth and cultural enrichment. We will engage with community members throughout the planning process to gather insights and perspectives and look forward to fostering community input and collaboration.

The next step is to work with a consultant to develop a detailed scope of work for the master plan. This plan will not only outline our vision for Lincoln Park but also provide a strategic implementation framework to align stakeholders and direct future initiatives.



PROJECT GOALS & OBJECTIVES

- The primary goal is to develop a vibrant urban atmosphere with diverse businesses in retail, food, and entertainment sectors and residential housing while preserving the historic charm and structures of the Lincoln Park district.
- Revitalize the Avenue D corridor
- Enhance/beautify the district including vacant lots and storefronts

FPRA FORT PIERCE REDEVELOPMENT AGENCY



COMMERCIAL FACADE GRANT PROGRAM

This program aims to revitalize commercial corridors within the FPRA district by encouraging private investments that enhance the appearance of buildings and properties. The grant supports projects that address blight, improve non-conforming design standards, and elevate the overall aesthetic appeal of our community.

Participating in the program empowers property owners and businesses to make impactful improvements, resulting in increased property values, higher tenant occupancy rates, and strengthened economic development across the district.

The Fort Pierce Redevelopment Agency (FPRA) is pleased to announce that the Commercial Facade Program will be reopening for applications soon!

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMERICAL SIGN PROGRAM

As part of the commitment to increase local business awareness, economic productivity, and the overall visual appeal of the Fort Pierce Redevelopment District, the FPRA has launched the Commercial Sign Grant Program. This program encourages property owners to upgrade their signage, replacing old and outdated ones with modern and visually appealing signs. Upgrading signage is not only more aesthetically attractive for the residents and visitors in our community but also increases the brand exposure of businesses to improve the chances of new customer acquisition and repeat business.

The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area As of today, the Commercial Sign Program continues to accept applications for participation, demonstrating ongoing interest and engagement from property owners within the FPRA District. Since its inception, the program has approved a total of 14 applications for reimbursement, amounting to $$59,944.30 in financial assistance allocated to businesses for sign upgrades and replacements.

$59,944.30
Allocated to businesses for sign upgrades

14
Businesses have been approved for reimbursement



102 S. 2nd Street - The Galleria at Downtown

The Fort Pierce Redevelopment Agency (FPRA) is pleased to announce that the Commercial Sign Program will be reopening for applications soon!

FPRA FORT PIERCE REDEVELOPMENT AGENCY

PAINT PROGRAM



$37,832.15
Disbursed to date

47
Properties that have been approved for reimbursement

The FPRA Paint Program was created to inspire both commercial and residential property owners to enhance the exteriors of their buildings. This initiative aims to brighten and revitalize properties within the FPRA District, contributing to a more vibrant and inviting community.

Through the program, property owners have been able to transform their spaces, fostering a sense of renewal across the district. By encouraging revitalization, the program helps create more appealing neighborhoods that attract visitors, residents, and potential homebuyers.

To date, the FPRA Paint Program has approved reimbursements for 47 properties, distributing a total of $37,832.15. With $12,167.85 still available in the program's budget, there's plenty of opportunity for property owners to enhance their exteriors and contribute to the district's transformation.

Of the approved properties, 22 are commercial establishments, showcasing the program's role in boosting the appeal of local businesses. Meanwhile, 25 residential properties have benefited, highlighting their success in encouraging homeowner pride and investment.

The Fort Pierce Redevelopment Agency (FPRA) is pleased to announce that the Paint Program will be reopening for applications soon!

FPRA FORT PIERCE REDEVELOPMENT AGENCY

WAYFINDING
COMPREHENSIVE SIGN PROGRAM

At the February 11, FPRA meeting, staff will seek board approval to proceed with a first amendment to the service agreement with Don Bell Signs. This amendment is necessary due to required design changes and permitting approvals.

The amended statement of work reflects the following adjustments:

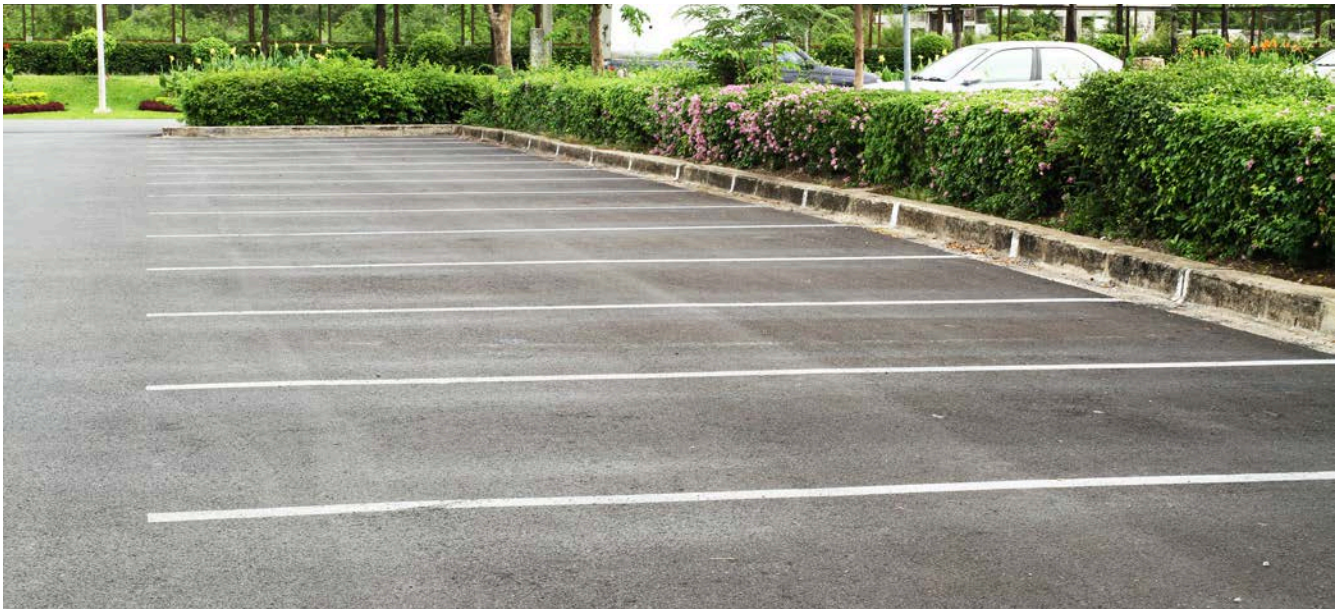
- The number of Gateway signs will decrease from nine (9) to seven (7)
- The number of wayfinding signs will increase from thirty (30) to thirty-five (35)

Currently, production is underway for the wayfinding, district, and parking signs. Staff anticipates scheduling the installation within the next couple of months.



FPRA FORT PIERCE REDEVELOPMENT AGENCY

PARKING INFRASTRUCTURE



1200 Avenue D & Means Ct.

A contract has been approved and executed on the parking lot project at 1200 Ave D & Means Ct. in Lincoln Park. As of January 28, the contractor has submitted permit applications with the Building Department, marking a crucial step forward.

JC PENNY PARKING LOT

TThe resurfacing of the old JCPenney parking lot is progressing smoothly. All permits have been approved by the building department. A pre-construction meeting has been scheduled by the project manager for February 6, where they will meet with the contractor to finalize details and set a commencement start date.

We are excited about the prospect of bringing a new public parking lot to Lincoln Park, along with the much-anticipated resurfacing of the old JCPenney parking lot. This initiative promises to enhance accessibility and convenience for the community.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

SURPLUS PROPERTY

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA). An effective strategy to accomplish this goal is by selling surplus property owned by the FPRA. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Bids.





The surplus properties located at 424 & 426 Douglas Court were conveyed by the FPRA to Eastern Capital Investments in 2024. The company worked diligently through the pre-construction phase, obtaining permits on December 10, 2024, and beginning construction within 30 days.

As of January 30, 2025, they have laid the concrete block walls, installed trusses and framing, and completed the roof sheathing. The developer has indicated an estimated completion date of March 2025. The completion of these homes will help the FPRA diversify the area's housing stock and improve substandard homes.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

SUNRISE THEATRE



Request For Proposals

The City of Fort Pierce issued a Request for Proposals (RFP) on Tuesday, January 28, 2025, to identify and establish a partnership with a qualified concessionaire to staff, operate, and program the historic Sunrise Theatre. Proposals will be accepted through the City's RFP process until March 5, 2025.

Interested applicants are encouraged to review the Request for Proposals and submit their proposals by March 5, 2025. More details and the RFP are available on the City's website at https://cityoffortpierce.com/Bids.aspx?CatID=17

This initiative reflects the City's dedication to enhancing the operations and offerings of the Sunrise Theatre while ensuring its long-term financial sustainability. By exploring the option of contracting with an external management entity, the City seeks to bring in fresh ideas, innovative programming, and expanded resources that will elevate the theatre's profile as a vibrant cultural hub.

The City envisions this collaboration introducing dynamic and diverse programming, improving the experience for patrons, and fostering stronger community engagement. The selected partner will align with the values and vision of the Sunrise Theatre, preserving its historical significance while advancing its role as a cornerstone of arts and culture in Fort Pierce.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

SUNRISE THEATRE



Theatrical Sound & Lighting System Upgrade

We're thrilled to announce a major upgrade to our sound and lighting systems, designed to enhance your experience and elevate every performance.

Our new, state-of-the-art sound system from D&B Audiotechnik ensures crystal-clear audio, even for the biggest touring acts, while our upgraded lighting—featuring advanced LED wash and moving light fixtures—offers stunning visuals and creative staging possibilities.

These improvements reflect our commitment to providing an exceptional atmosphere for both our audiences and artists. We can't wait for you to experience the difference at our upcoming shows. Thank you for your continued support in making this possible. We look forward to welcoming you back soon!

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMUNITY POLICING

North 25th Street



During the month of December 2024, there were a total of 14FPRA details worked for the North 25th area from Avenue O to Avenue M . There were 43 calls for service during the detail times. Disturbances were the top reasons for the calls.

During this time 0 case reports were completed.

Table - Calls for service in North 25th Street area

Nature	Calls
DISTURBANCE	23
VEHICLE OR TRAFFIC STOP	8
CLOSE PATROL	7
FOOT PATROL	2
FLAGDOWN	1
SICK/INJURED PERSON	1
TRAFFIC ACCIDENT	1
Total	43

HOURS OF PATROL

Wednesdays
11:00PM - 2:00AM

Saturdays
10:00PM - 2:00AM

Fridays
9:00PM - 2:00AM

Sundays
6:00PM - 11:00PM

PATROL AREA

Detail Officers assigned to patrol North 25th Street from Avenue O to Avenue M are responsible for ensuring the safety and security of residents and businesses and primarily to address and mitigate the disturbances caused by excessive noise in the area.

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMUNITY POLICING

DOWNTOWN



During the month of December 2024, there were a total of 21 FPRA details working for the Downtown area. There were 97 calls for service during the detail times. The top activities logged were patrols and traffic stops.

During this time 5 case reports were completed.

- Fight
- Suspicious Person
- Sickness/Injury
- Traffic Stop
- Vehicle Accident

PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

Map - Calls for service in Downtown area

Nature	Calls
CLOSE PATROL	44
VEHICLE OR TRAFFIC STOP	15
FOOT PATROL OR PARK AND WALK	12
SUSPICIOUS PERSON	5
TRAFFIC RELATED	4
DISTURBANCE	2
RADAR DETAIL	2
UNKNOWN	2
ANIMAL RELATED	1
ASSIST TO MOTORIST	1
ATTEMPT TO CONTACT	1
DOMESTIC TROUBLE	1
FIGHT	1
FLAGDOWN	1
LARCENY	1
SICK/INJURED PERSON	1
SUSPICIOUS INCIDENT	1
TRAFFIC ACCIDENT	1
TRESPASSING COMPLAINT	1
total	97

HOURS OF PATROL

Fridays

6:30PM - 2:30AM

Saturdays

8:00AM - 2:00PM

3:00PM - 9:00PM

9:00PM - 3:00AM

Sundays

8:00AM - 12:00PM

***Note: Two (2) officers on each shfit.**

***Note** the updates provided in this section are one month behind to allow ample time for data collection and reporting.

FORT PIERCE REDEVELOPMENT AGENCY

COMMUNITY POLICING

JETTY PARK



During the month of December 2024, there were a total of 13 FPRA details working for the Jetty Park area. There were 14 calls for service during the detail times.

During this time 1 case report was completed.

- Traffic Stop

Table - Calls for service in Jetty Park area

Nature	Calls
CLOSE PATROL	7
VEHICLE OR TRAFFIC STOP	5
FOOT PATROL OR PARK AND WALK	1
UNWELCOME PERSON	1
Total	14

HOURS OF PATROL

Fridays
7:00PM - 1:00AM

Saturdays
7:00PM - 2:00AM

Sundays
8:00PM - 12:00AM

PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.



SCHOOL RESOURCE OFFICERS



SRO Jorge Goz
C.A. Moore

SRO Jorge Goz completed the selection for safety patrol officer for the 2024-2025 School year and will be hosting the Safety Patrol ceremony in December. In the month of November SRO Jorge Goz continues to partnership with the school as a sitting member of the Attendance committee and contacts families to provided services to have student attend school. SRO Jorge Goz also attended the school Honor Roll ceremony and assisted with school security and positive reinforcement for students receiving awards. SRO Jorge Goz had no school threat assessments in the month of November but dud complete the monthly fire drill. SRO Jorge Goz continues to mentor his fifth-grade student. In addition, SRO Jorge Goz continues to provide students in need with meals for the weekend and was able to partner with Elks Club to provide 15 families with Turkeys and fixings for Thanksgiving Day.

SRO Markeis Washington
Dan McCarty Middle School

SRO Markeis Washington conducted a lock down drill at Dan McCarty for the month of December. In addition, SRO Washington participated and encouraged students to participate during Christmas Spirit week. SRO Washington also supported the students by attending the 6th grade Eagle buck winner ceremony. Also, for the month of December SRO Washington completed two threat assessment investigation. SRO Washington efforts continue to make students and staff safe while in school. She also makes sure to use her time to continue building relationship with students on campus and parents.

When SRO Markeis Washington and SRO Jorge Goz were not at the school they were both assisting Road Patrol/ Community Engagement Unit and the Training Department as both SROs are Agency CPR Instructors.



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