FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, September 9, 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 the minutes of the August 12, 2025 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. Approval of Property License Agreement for Safety Camera Installation by Flock Safety.

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

C. Approval of Grant Agreement for Commercial Facade improvement at 1109 Delaware Ave - Monarch Lee Homes, LLC in the amount of $25,000

D. Approval of Grant Agreement for Commercial Facade improvement at 510 Orange Avenue - Bunwin, Inc. in the amount of $25,000.

E. Approval of Grant Agreement for Commercial Facade improvement at 722 Orange Avenue - Botanical Sanctuary, LLC in the amount of $25,000

F. Approval of Grant Agreement for Commercial Facade improvement at 108 S. 2nd St - The Galleria at Downtown Fort Pierce, LLC in the amount of $7,934.50.

8. **NEW BUSINESS**

A. Fort Pierce Downtown Park Conceptual Design Presentation by Inspire Placemaking Collective

B. Sunrise Event Center Schematic Design Presentation by Architects Design Collaborative

C. Consideration of Continuation of Fifth (5th) Standard Tesla Vehicle in Freebee Fleet and Approve Execution of a Second Contract Amendment to the Master Service Agreement.

D. FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

E. FPRA Resolution 25-14 Entering an Interlocal Funding Agreement between the FPRA and the City of Fort Pierce for the Indian River Drive Corridor Improvements Project in an amount not to exceed $3,000,000.

F. FPRA Resolution 25-15 appointing a member to the Community Redevelopment Agency Advisory Committee.

G. FPRA Resolution 25-16 Authorizing or Denying a Second Amendment to Grant Agreement for Commercial Facade Improvement located at 207 Orange Ave

H. Review and Accept Fiscal Year 2026 FPRA Operating Budget and Capital Improvement Plan

9. **STAFF COMMENTS**

A. September 2025 FPRA Programs & Activities Summary

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 - 5:05 PM **4. A.**

Meeting Date: September 9, 2025

Re: Approval of the minutes of the August 12, 2025 FPRA Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the August 12, 2025 FPRA Meeting.

SUMMARY:

FPRA REDEVELOPMENT PLAN GOAL/POLICY

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

2025.08.12 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, AUGUST 12, 2025.

1. CALL TO ORDER

Chairperson Hudson called the July 08, 2025, FPRA Meeting of the City Commission to order at 5:05 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Chairperson Linda Hudson; Commissioner Michael Broderick; Commissioner Curtis Johnson, Jr.

Absent: Commissioner Arnold Gaines

Staff Present: FPRA Director Richard Chess
City Attorney Sara Hedges
Assistant City Clerk Tina Rel

4. APPROVAL OF MINUTES

A. Approval of the Minutes of the July 08, 2025 FPRA Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the minutes of the July 08, 2025 FPRA Meeting.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

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

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

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

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.

No comments.

7. CONSENT AGENDA

A. Approval of the FPRA Mural Program Property Owner Agreement with Project Lift, Inc at 601 Atlantic Avenue

B. Approval of a FPRA Mural Program Artist Service Agreement with Hannah Lorra Arts for the mural at 601 Atlantic Avenue in the amount of $10,000.00

C. Approval of the FPRA Mural Program Property Owner Agreement with 130 N. 2nd Property Owner, LLC

D. Approval of a FPRA Mural Program Artist Service Agreement with Jesse Jentzen for the mural at 130 N. 2nd Street in the amount of $40,000.00.

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

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

8. NEW BUSINESS

A. PULLED AT THE REQUEST OF STAFF. FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. FPRA Resolution 25-13 Authorizing or Denying a First Amendment to the Grant Agreement for Commercial Façade Improvement Located at 215 N 2nd Street

Assistant City Clerk, Tina Rel, introduced the Resolution, read by title only, into the record.

FPRA RESOLUTION NO. 25-13
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING OR DENYING A FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT LOCATED AT 215 N 2ND STREET RELATED TO A REQUEST FOR AN EXTENSION OF TIME; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Miriam Garcia, Redevelopment Specialist, reported on the property at 215 North Second Street. She stated that the exterior porch and ADA-accessible parking have been completed, and construction is ongoing at the rear of the building. Due to concerns about potential damage, the applicants delayed full completion of the project.

In response to questions, Ms. Garcia confirmed that work under the façade grant included completion of the porch. Since their extension request in July, most of the parking area has also been completed. The applicants are requesting an extension to finalize the project and submit the required documentation for reimbursement.

The Board noted the significant progress made and expressed support for granting the extension.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 25-13 for a twelve-month extension.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

C. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 1109 Delaware Ave in the amount of $25,000 - Monarch Lee Homes, LLC.

Miriam Garcia, Redevelopment Specialist, presented the CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 1109 Delaware Ave in the amount of $25,000 - Monarch Lee Homes, LLC.,510 Orange Ave in the amount of $25,000 - Bunwin, Inc., 108 S 2nd Street in the amount of $7,934.50 - Galleria at Downtown Fort Pierce, LLC., and 100 S 2nd Street in the amount of $20,788.75 – Galleria at Downtown Fort Pierce, LLC.

The Commercial Façade Grant Program intends to significantly enhance the appearance of buildings and reduce blight within the FPRA District. The program provides financial assistance in the form of a reimbursable grant matching 50% of project costs, up to $25,000. For Fiscal Year 2024–25, the budget was $300,000. Since the program’s launch in April, five grants have been awarded. Remaining funds total $207,192.50. Applications are being accepted until August 15, and several additional applications are in progress. Staff requested that the FPRA Board review submissions and award grants to projects that align with the program's goals. Agreements for selected projects will be prepared and presented at the September meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the Commercial Facade Grant Application for 1109 Delaware Ave in the amount of $25,000.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

D. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 510 Orange Ave in the amount of $25,000 - Bunwin, Inc

Commissioner Johnson noted that the project includes applying window film to enhance security and curb appeal.

Ms. Garcia clarified that this element was not included in her presentation because it was not part of the agreement. She further explained that the application packet reflects the installation of signage on the school walls, along with window film that will prevent visibility into the building while maintaining visibility from the inside.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the Commercial Facade Grant Application for 510 Orange Ave in the amount of $25,000.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

E. PULLED AT THE REQUEST OF STAFF. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 710 Orange Avenue in the amount of $15,840.45 - Botanical Sanctuary, LLC

F. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 108 S 2nd Street in the amount of $7,934.50 - Galleria at Downtown Fort Pierce, LLC

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the Commercial Facade Grant Application for 108 S 2nd Street in the amount of $7,934.50.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

G. Review and approve CRA Advisory Committee Recommendations for Commercial Facade Grant Application for 100 S 2nd Street in the amount of $20,788.75 – Galleria at Downtown Fort Pierce, LLC

The Board inquired whether the CRA Advisory Committee is aware of grant applicants and whether applicants appear before the Committee.

Ms. Garcia confirmed that applicants are invited, some attend, and the Committee reviews the full application packets.

The Board expressed mixed views on the current application. Concerns were raised about the level of impact, with some noting that the building has already been rehabilitated and does not appear blighted, and questioned whether replacing windows with high-impact glass would create a significant aesthetic improvement, stating the building already presents well.

Ms. Garcia reported four additional applications pending, totaling approximately $75,000 in requested funds, with more expected before the August 15 deadline. Unspent funds will roll over to the following fiscal year, when $100,000 has been allocated for the program. She also explained that the evaluation criteria award higher points for projects with greater private investment.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to deny the Commercial Facade Grant Application for 100 S 2nd Street in the amount of $20,788.75.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

H. Continued from July 8, 2025 meeting. Review and direction regarding a Grant Agreement for Commercial Facade Improvements for Botanical Sanctuary, LLC at 722 Orange Ave. in the amount of $25,000.00.

Ms. Garcia reported meeting with Mr. Gutierrez and his team regarding their application. The applicant confirmed he wished to proceed with replacing one door and a window on Unit 722, replacing the roof, and adding gravel and pavers to the adjacent vacant lot. Renderings provided depict an “old Florida” barbecue restaurant concept, including outdoor seating and lighting, though those elements were not part of the official application.

The Board discussion centered on the scope of improvements, expressing concern that only part of the building would be upgraded, describing the plan as incomplete, and noting the presence of

security bars on the remaining windows. The Board also emphasized the positive impact of outdoor dining and the potential to stimulate activity in a struggling area, observing that the proposed enhancements would bring much-needed momentum to the neighborhood and could encourage nearby property owners to invest in improvements.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the Commercial Facade Improvement 722 Orange Ave., contingent upon compliance with the conceptual renderings provided.

AYE: Chairperson Linda Hudson, Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr.

Passed

Chairperson Hudson asked whether the CRA Advisory Committee is reminded that program requirements are minimum standards and that the goal of the façade grant program is to significantly improve building appearances. She emphasized the importance of making this clear, particularly as some applicants are repeat participants. Ms. Garcia confirmed that applications are reviewed with both applicants and the Committee, and agreed to emphasize this point with the Committee on behalf of the Board.

I. Proposed Fiscal Year 2026 FPRA Operating Budget and Capital Improvement Plan

Finance Director Johnna Morris presented the proposed FY 2026 FPRA budget, balanced at $14,654,125, representing a $1,056,580 increase from the prior year, primarily due to higher ad valorem revenue of $14,275,325. Major expenditures include $350,000 for School Resource Officers, $500,000 for community policing details, $1,132,860 for ten FPRA officers previously funded through a grant, $3,685,485 in debt service, a $500,000 transfer to the Sunrise Theatre, and a $1.5 million transfer to the General Fund as repayment of outstanding debt.

The Board discussed the anticipated retirement of the General Fund debt balance in the next fiscal year, noting this would be a significant milestone, the $500,000 transfer to the Sunrise Theatre, and the need to clarify future responsibilities under the new management agreement, emphasizing that operational costs should shift to the new operator while FPRA should retain responsibility only for capital building expenses.

The Board suggested establishing escrow or reserves to address costly building maintenance and protect operations, and posed questions regarding the $500,000 allocation for community policing. Staff clarified that this funds special duty details, including downtown, Jetty Park, and North 25th Street patrols, with an estimated $118,000 surplus available for expanded hours or additional initiatives.

The Board noted that while the budget is currently balanced, FPRA revenue remains dependent on legislative authorization.

Community and Economic Development Director,Shyanne Harnage, presented the FY 2026 FPRA Capital Projects, all tied to the adopted Redevelopment Plan goals and policies. The program balances long-term infrastructure projects with high-impact, lower-cost initiatives.

Key projects include:
Indian River Drive Reconstruction (Seaway Dr. to Avenue A): FPRA contribution increased from $2M to $3M due to bid results; scope includes on-street parking, Moore’s Creek Bridge, and roadway reconstruction.
Depot Drive Enhancements: $200K for design of improvements to parking and roadway behind Sunrise Theatre, potentially in partnership with St. Lucie County.
Peacock Arts District Parking Lot: $373K for resurfacing, stormwater, beautification, and public art.
Mural Program Expansion: $100K to expand murals beyond the Arts District to Lincoln Park, downtown, and the beach.

Alleyway Beautification: Lighting, activation, and public art to connect parking garages to downtown destinations.
Sunrise Center Elevators: Interior upgrades, signage, and art for garage elevators and lobbies.
Marina Square: $100K to advance to design/engineering phase.
Jaycee Park Improvements: $90K shade structure for playground, murals on water tanks, pavilion upgrades. Staff will coordinate with partners and Public Works on flooring and grounds issues.
Dreamland Park: $100K for master planning of additional recreational fields; to be leveraged with grant funding. Commissioners requested immediate attention to irrigation and aesthetics.
Harbor Point Park/Boat Ramp: $500K toward pre-construction; FPRA committed $2M total over 4–5 years.
Riverwalk Enhancements: Aesthetic upgrades, banners, benches, 5K trail markers.
Historic Marker Sign Replacement: Updating signage consistent with new wayfinding system.
Trash Compactors: $200K for solar-powered units to replace existing cans, improve efficiency, and aesthetics.
Percy Peak Gymnasium: $100K for maintenance, HVAC, sidewalks, and exterior improvements.

Grant and program initiatives:
Facade Grants ($100K), Commercial Sign Grants ($50K), Paint Program (expanded, with direct vendor payment option), and two new programs—Demolition Assistance for private property owners and Small Business Support Grants.
Freebee Rideshare: Continuation proposed; program supported by a $270K St. Lucie County grant through 2027, with reapplication possible.

Ms. Harnage also provided updates on projects carrying over from FY 2025, including:
Sunrise Theatre Master Plan, Lincoln Park Master Plan (with TCRPC), Festival Street Pilot, Gateway Signage (in fabrication), Avenue D Street Trees, and Avenue D Reconstruction (FPRA share: $1.5M).
Five-year CIP snapshot includes future projects such as Jetty Park West improvements and Moore's Creek connectivity.

Board Discussion:
The Board stressed coordination with park partners (JC Park) and ensuring irrigation/maintenance at Dr. Martin Luther King Jr. park sites.
Broad support for extending Jetty Park parking and beautification, though opinions remain divided on long-term use.
Concerns raised over lease expirations (e.g., Linear Park with U.S. Army Corps), with a request for a comprehensive lease inventory.
The Board emphasized preparing projects for bonding in case of future CRA sunset legislation, noting that debt-backed projects would likely be allowed to continue.
Ms. Harnage concluded by underscoring the importance of advancing design and engineering to ensure projects are "shovel ready" should future funding or bonding opportunities arise.

9. STAFF COMMENTS

A. August 2025 FPRA Programs & Activities Summary

Ms. Harnage reported that the Sunrise Theatre Mural Committee survey is currently live and has already received a significant number of responses. She encouraged community members to participate by casting their vote for their top three mural designs.

10. BOARD COMMENTS

Commissioner Broderick reported that the Sunrise Theatre Advisory Board wishes to remain in place to support the new vendor, serving as a liaison and assisting with promotion and operations. He endorsed keeping the committee active, noting it adds value at no cost and can be reevaluated if it becomes unproductive.

Commissioner Johnson reported that he had a very productive meeting with staff, Public Works, and the Downtown Business Alliance to improve organization and resource use moving forward. We discussed implementing structured agendas for community policing and ensuring meetings remain focused. Additionally, on the 20th, we will meet with the owners of the property behind Lincoln Park to understand their vision and explore how the CRA and city resources can support their plans.

11. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 6:27 P.M.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting - 5:05 PM **7. A.**

Meeting Date: September 9, 2025

Re: Approval of Property License Agreement for Safety Camera Installation by Flock Safety - 1241 Avenue D

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Property License Agreement for Safety Camera Installation by Flock Safety.

SUMMARY:

The Fort Pierce Police Department is working with Flock Safety to install surveillance cameras throughout the city. One of the identified locations, 1241 Avenue D, is owned by the Fort Pierce Redevelopment Agency. They are seeking approval of the Property License Agreement in order to place a camera on this vacant lot.

RECOMMENDATION:

Staff recommends approval of Property License Agreement for installation of cameras on the vacant lot.

ALTERNATIVES:

Do not approve the Property License Agreement and suggest another location for the installation of the safety camera.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Fort Pierce Police Department

Fiscal Impact

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

OTHER INFORMATION:

No City/FPRA funds required.

Attachments

Property License Agreement

City Attorney Memo

PROPERTY LICENSE AGREEMENT

The Fort Pierce Redevelopment Agency ("FPRA"), as owner of 1241 Avenue D, Fort Pierce, Florida ("Property"), enters into this Property License Agreement ("Agreement") and hereby grants Flock Group Inc. ("Flock Safety") a license to install and maintain ("Services") a camera or cameras ("Flock Hardware") on the Property on behalf of the Fort Pierce Police Department.

I understand and acknowledge that Flock Hardware is the sole property of Flock Safety and, by signing this Agreement, represent and warrant that I shall not tamper with or attempt to gain access to Flock Hardware nor interfere with the Services.

Further, except for the FPRA's own gross negligence or willful misconduct, Flock Safety shall indemnify the FPRA and hold the FPRA harmless from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person resulting from Flock Hardware or Services or Use of Flock Hardware or Services; (B) damage to any property owned by the FPRA or any third party resulting from Flock Hardware or Services, or Use of Flock Hardware or Services; (C) damage to the Property resulting from Flock Hardware or Services or Use of Flock Hardware or Services; and (D) any other loss or cost resulting from the performance of (i) any work required by Flock Safety related to Flock Hardware or Services, (ii) Use of Flock Hardware or Services, or (iii) payments to Flock Safety for work rendered. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the FPRA, including those set forth in Section 768.28, Florida Statutes.

I understand that this Agreement is revocable by the FPRA at any time, provided that 1) Flock Safety is issued thirty (30) days written notice via email to support@flocksafety.com, and (2) Flock Safety is allowed to enter the Property and safely remove all Flock Hardware from the Property without interference within the above-described 30 day notice period.

Signed: _____

Printed name: Linda Hudson

Title: Mayor and Chair of the FPRA

Date: _____

Fort Pierce Redevelopment Agency

1241 Avenue D, Fort Pierce, FL 34950

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW OF PROPERTY LICENSE AGREEMENT FOR SAFETY CAMERA INSTALLATION BY FLOCK SAFETY

CAO RLS FILE: 25-269

DATE: AUGUST 12, 2025

I have reviewed the request for legal services (RLS) related to the Property License Agreement for safety camera installation by Flock Safety. You attached to the RLS a copy of a Property License Agreement provided by Flock. This document cannot be edited. I have attached a Word copy of the Agreement with the inclusion of one sentence: "Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the FPRA, including those set forth in Section 768.28, Florida Statutes." The Word copy of the Agreement is approved as to form and correctness.

As the Agreement includes an addition to the language provided by Flock, please forward a copy of the Agreement to Flock before presentation to the FPRA, to be sure that Flock does not have an objection to the additional language.

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

Thank you.

FPRA Regular Meeting - 5:05 PM **7. B.**

Meeting Date: September 9, 2025

Re: Bid No 2025-024 Avenue D Resurfacing from 29th Street to US 1

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

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

FPRA REDEVELOPMENT GOAL/POLICY:

The project will improve the safety and appearance of the Avenue D corridor from 29th Street to US 1. The roadway will be resurfaced, ADA ramps will be updated to meet current standards, sidewalk will be added west of 25th Street, and an overhead "Lincoln Park" sign on the eastern end of the project will welcome citizens to the neighborhood.

RECOMMENDATION:

Staff is now requesting City authorization and approval to move forward with the contract with C.W. Roberts Contracting, Inc for the construction of the Avenue D resurfacing from 29th Street to US 1.

ALTERNATIVES:

Do not accept the bid and rebid the project. Note that this may put the grant funding in jeopardy.

RESPONSIBLE STAFF:

Selena Griffett, P.E.

COORDINATED WITH:

Mark Zrallack P.E. - City Engineer
Shyanne Harnage
FDOT

Fiscal Impact

Budgeted Y/N:	y
Fiscal Year:	2025/2026
Account:	1141111-563210
Amount:	$2,572,872.50

FISCAL IMPACT:

Infrastructure Surtax Fund will provide $2,573,873.50
Additionally FPRA will provide $1,50,000.00
A State General Appropriation Grant is providing $1,500,000.00

Budgeted Y/N: y
Fiscal Year: 2025/2026
Account: 1049400554000563100
Amount: $1,500,000.00
FISCAL IMPACT:
See previous financial note.

Attachments

CWRoberts Bid Response
FDOT Concurrence
Bid 2025-024 Posting
Recommendation to Award
Bid Tabulation Memo

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: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-024**
Mandatory Pre-Bid Conference: **10:00 AM, THURSDAY, MAY 1, 2025**	**Bid Title: AVENUE D (29TH STREET TO US 1) ROADWAY RECONSTRUCTION**
Mandatory Pre-Bid Conference Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL 34950**	**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, MAY 20, 2025**	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: C.W. Roberts Contracting, Inc **Mailing Address:** 8530 SW Jayme Way	*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: Palm City, FL 34990	**Typed or Printed Name:** Pete Scholer
Type of Entity (Select one): **Corporation** ✓ **Partnership** **Proprietorship**	**Title:** Area Manager
Incorporated in the State of: Florida **Year:** 1976	**Delivery in** _____ **days, After Receipt Order**
Phone Number: 772-288-0951	**Payment Terms: Net 30 Days**
Fax Number: 772-288-0983	**FEIN or SS Number:** 59-1683951
E-Mail Address: ateal@cwrcontracting.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	

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

C.W. Roberts Contracting, Inc.

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

3660 Hartsfield Road

Requester's name and address (optional)

6 City, state, and ZIP code

Tallahassee, Florida 32303

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	1	6	8	3	9	5	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 8/16/2024

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

Vendor name: C.W. Roberts Contracting, Inc

Authorized Representative's Name and Title: Pete Scholer Area Manager

Address: 8530 SW Jayme Way

City: Palm City State: FL Zip Code: 34990

Phone Number: 772-288-0951 Email Address: pscholer@cwrcontracting.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: _____ Pete Scholer Area Manager 5/19/25

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 19th day of May, 20 25 by Pete Scholer, who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	✓	
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?	✓	

PLEASE SIGN AND RETURN WITH BID_____

THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: C.W. Roberts Contracting, Inc

MAILING ADDRESS: 8530 SW Jayme Way Palm City, FL 34990

STREET ADDRESS: 8530 SW Jayme Way Palm City, FL 34990 (Zip Code)

PHONE NUMBER: 772.288.0951

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. 1	Dated Apr 24, 2025	No. 4	Dated May 9, 2025
No. 2	Dated May 1, 2025	No. 5	Dated May 15, 2025
No. 3	Dated May 2, 2025	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

April 24, 2025

CITY OF FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO.1

The purpose of this addendum is to inform all prospective vendors that minor changes were inadvertently omitted from the original bid documents. Please disregard the previously issued documents and instead use the attached **REVISED Bid Document** for preparing your submission.

Additionally, this addendum includes the project plans that were not included in the original bid package.

- **Avenue D Plans**
- **Overhead Sign**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

May 1, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 2

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

1. **QUESTION:** Can milling and paving be performed at night so there is less Impact to the traveling public?

   ANSWER: **Yes, in some instances. Overnight operations will not be Permitted in residential areas.**

2. **QUESTION:** Do we need to submit our FDOT Prequalification Letter with our bid?

   ANSWER: This is not required but would be helpful. We will need to be able to verify on FDOT's Prequalified Contractor Search website: Prequalified Vendor Search

3. **QUESTION:** 150 Cal days is not a lot of time with this type of project. Can time be changed to 180 or 200 Cal Days?

   ANSWER: **Time estimates were developed using FDOT's production rates and quantities for the project and then doubled to estimate the contract time.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

May 2, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 3

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

1. **QUESTION:** There is no bid item for Survey Layout & Record Drawings. How will this item be paid?

   ANSWER: **Please refer to the Technical Specifications for bid items.**

2. **QUESTION:** There is no bid item for the stamped asphalt crosswalks. How Will this item be paid?

   ANSWER: **Stamped asphalt crosswalks shall conform to FDOT Standard 523. Bid Item shall be 523-3 Patterned Pavement (Crosswalks). The units shall be in SQUARE YARDS.**
   A REVISED Bid Form has been provided that adds this item, the estimate includes 2,400 Square Yards.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

Attachment: **Revised Bid Form**
FDOT Section 523 Patterned Pavement

May 9, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 4

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

1. **QUESTION:** Besides beneath the new F curb, where will the Option Base Group 6 be used?

   ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 6 is to be used under Type F curb and areas where pavement may need repaired. The quantities provided are only estimates.**

2. **QUESTION:** Option Base Group 1 is shown under the proposed 6" concrete driveways. It is also shown in the 4" concrete sidewalk detail. Will OBG1 be used over the new sidewalks, if so, the OBG1 quantity will need to be increased? See standard sidewalk detail on sheet 26.

   ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 1 is to be used under new driveways and new sidewalk. The quantities provided are only estimates.**

3. **QUESTION:** where will Type B Stabilization 3,100 SY work be performed. I see it shows beneath the new F curb, but where else?

   ANSWER: **Item 160-4 Type B Stabilization (12" thick) is required under new Type F curb, under new pavement (in case of repair) and where paver crosswalks are removed and replaced with stamped asphalt crosswalks. The quantities provided are only estimates.**

4. **QUESTION:** May we submit the Avenue D bid via DemandStar? The Avenue D page in DemandStar says NO ebidding is permitted. Specifications page 10 in the Instructions to Bidders say DemandStar submission is permitted.

   ANSWER: **Yes, you can submit your bid via DemandStar.**

5. **QUESTION:** Does the City have any soil borings or pavement core reports for this site?

ANSWER: **No**

6. **QUESTION:** Page 59, Exhibit C, Section 101-1A Mobilization: Regarding the as-builts, will all new concrete work and asphalt paving need to be as-built? We have 2 new curb inlets to install, which can be as-built, but what else is required? Page 139, Exhibit E Section 26.4.1 shows a longer list of items to as-built. Please clarify what items will need to be as-built.

ANSWER: **All new construction between N 29th Street and N 25th Street including sidewalk, curb, driveways will need to be as-built, relocated utility facilities within the limits of the work, limits of milling/overlay.**

7. **QUESTION:** Page 121, Exhibit E, Section 7.7.2: Please confirm which party is responsible for testing. The bid form has a lump sum item for testing but Exhibit E seems to contradict.

ANSWER: **Bid Item 101-B takes precedence. All inspection reports will be submitted to the City for confirmation and approval.**

8. **QUESTION:** Addendum 3, specification section 523: Will this mill and resurface project be considered a new asphalt roadway? "For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement". Will we have to wait 14 days after paving before we place the patterned pavement?

ANSWER: **In the areas where new patterned pavement is indicated, the roadway base will need to be installed in accordance with the Pavement Restoration or Pavement Patch details provided. The patterned asphalt will not require a 14 day wait.**

9. **QUESTION:** Addendum 1, Question 1: Where is the bid document may I find this? I'd like to read the entire section for context. I looked on Page 21 paragraph 4 and did not see it.

ANSWER: **The Addendum 1 Question 1: Dated April 24, 2025, is for RFQ No 2025-022 for Professional Engineering and Surveying Services and does not apply to this Bid No 2025-024.**

10. **QUESTION:** Does item " 110-4A removal of existing Concrete" include the removal of existing brick pavers ?

ANSWER: **Yes**

12. **QUESTION:** What locations will the Type B Stabilization be placed?

ANSWER: **Please see previous responses.**

13. **QUESTION:** The brick paver islands near the roundabouts are in disrepair and Are not indicated in the plans. Is it the city's intent that the awarded Contractor will not repair these locations?

ANSWER: **The repair of these islands is not included in this contract.**

14. **QUESTION:** Could the city verify the quantity and placement locations of the Type B Stabilization? Based on the details given, the 'Type "F" Curb and Gutter with join details had Type B stabilization going underneath The F curb 6 inches from the back of curb. But on the pavement With curb and gutter and sidewalk detail, it shows Type B stabilization going back to the right of way. Is it the cities intent to have type B stabilization underneath the 4&6 inch sidewalk?

ANSWER: **Three details show the Type B Stabilization (12" Thick): Type F Curb and Gutter, Pavement with Curb and Gutter and Sidewalk, Stamped Asphalt Crosswalk Replacement Section. Each detail shows the Type B Stabilization extending 6" beyond the curb. Refer to the isometric view.**

15. **QUESTION:** Could a Clearing and grubbing item be provided for other incidental removals?

ANSWER: **No**

16. **QUESTION:** The "Vehicle detection system – video furnishing install above ground system" item has a quantity of 4. Based off the plans there are also 6 loop assemblies. Will a bid item be provided for these items?

ANSWER: **Vehicle Loop Detectors are not needed when converting to a video vehicle detection system.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

May 15, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 5

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

1. **QUESTION:** The document provided for the overhead sign is sheet 8, are there any other document for the overhead sign?

   ANSWER: **Sheet 8 is the only document that contains information related to the Overhead Sign Structure (called the District Brand Archway Signs). The only other document was provided at the Mandatory Pre-Bid Meeting with the specific logo of the Lincoln Park district. The "Peacock Arts District" logo does not apply on Avenue D.**

2. **QUESTION:** The document provided for the overhead sign says Don Bell sign will Fabricate and install the sign. Is it the city intent to have the awarded contractor install the structurer ?

   ANSWER: **The awarded contractor is responsible for installing the structure.**

3. **QUESTION:** Will details be provided for the footer of the overhead sign structure?

   ANSWER: **All information currently available to the City was provided with the bid documents. Additional information for the overhead sign structure will be coordinated with the awarded contractor.**

4. **QUESTION:** Where will the Overhead sign be placed? I don't see any reference in the plans.

   ANSWER: **The precise location has not been determined and will need to be coordinated.**

5. **QUESTION:** Do we replace only the sign listed or the entire assembly ?

   ANSWER: **There is currently no overhead sign structure on the corridor. The entire assembly is to constructed under this project.**

6. **QUESTION:** Will the bid items "Single Post Sign, F&I, Ground Mount, up to 12 SF" include the street sign on the stop signs ?

ANSWER: **Yes.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work:

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 50% of Work must be done by the General Contractor's entity.
5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Surveying	Betsy Lindsay	7997 SW Jack James Drive, Stuart, FL 34997
Testing	Pacifica Engineering Services, LLC	601 N. Congress Avenue - Suite 303 Delray Beach, Fl 33445
Flat Work	Venice Commercial Services, Inc.	10074 SW Glenbrook Dr Port St Lucie, FL 34987
Striping	Croc Entrerprises Llc	4490 SE Cheri Ct, Stuart, FL 34997
Stamped Asphalt	Atlantic ATLANTIC PAVING CO ., INC.	P.O. BOX 552218 DAVIE, FL 33355
Erosion Control	C & C Silt Fencing Corporation	2013 Live Oak Blvd. Suite J St. Cloud, FL 34771

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS Bidder's Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

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: C.W.Roberts Contracting
(Type or Print)

By: _____

Name: Pete Scholer

Title: Area Manager

Date: May 19th ,2025

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Aarian Teal

Title: Estimator

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)
Florida CGC1505785, August 31,2026, General Contractor License

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, CWR Contracting, Inc. _____, as Principal, and _____ Western Surety Company and Liberty Mutual Insurance 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 the Bidder's Maximum Bid Price Dollars ($ 10% BMBP), 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 May 20, 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

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.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of May, 2025, 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

CWR Contracting, Inc.

By: _____
(Signature)

Name: Peter Scholer

Title: Area Manager

ATTEST (if corporation)

By: _____
(Signature)

Name: Marian Teal

Title: Estimator

(Corporate Seal)

SURETY

Western Surety Company and
Liberty Mutual Insurance Company

By: _____
(Signature)

Name: Stephanie Moore Harold

Title: Attorney-in-Fact

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

Mailing Address: WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116

Street Address: WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116

Name and Mailing and Street: Stephanie Moore Harold, Attorney-in-Fact FL License No. W974693

Address of Agent or: McGriff, a Marsh & McLennan Agency LLC Company

Representative in Florida: 10100 Katy Freeway, Suite 400

(if different than above): Houston, TX 77043

Telephone Number of Surety: WSC: (312) 822-5000 and LMIC: (617) 357-9500

and Agent or Representative: McGriff, a Marsh & McLennan Agency LLC Company

in Florida: 713-877-8975

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Ryan Varela, Ashley Koletar, Jacob Boots, Maria D Zuniga, Joseph R Aulbert, Stephanie Moore Harold, Michael Garcia, Melanie Salinas, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of March, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213056-022004

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aulbert, Jacob Boots, Marc W. Boots, Richard Covington, Michael Garcia, Susan Golla, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young, Maria D Zuniga

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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. C.W. Roberts Contracting, Inc

2. Permanent Main Office address. 3660 Hartsfield Road, Tallahassee, FL 32303

3. When organized? 1976

4. If a corporation, where incorporated? Florida

5. How many years have you been engaged in construction under this present firm or trade name? 49 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. Heavy/Highway Construction

8. Have you ever failed to complete any work awarded to you? If so, where and why? No, we have not

9. Have you ever defaulted on a contract? If so, where and why? No, we have not

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. See Attached

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes

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. Yes

Dated at 8:00 AM this 19th day of May 2025

Contractor:

C.W.Roberts Contracting

By Pete Scholer

Area Manager
(Name & Title)

County of St. Lucie

State of Florida

Pete Scholer, being duly sworn, deposes and says that he is Area Manager of C.W.Roberts Contracting, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 19th day of May, 2025.

Notary Public

My Commission Expires:

(Seal)

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Pete Scholer, being first duly sworn, deposes and says:

That he/she is Area Manager of C.W.Roberts Contracting
(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.

C.W.Roberts Contracting
(Firm Name)

By: _____

Title: Area Manager

Subscribed and sworn to before me this 19th
day of May, 2025

_____
Notary Public

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

My Commission expires: (Seal)

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by C.W.Roberts Contracting
(name of entity submitting sworn statement)
whose business address is 8530 SW Jayme Way,Palm City ,FL,34990
and (if applicable) its Federal Employer Identification Number (FEIN) is
59-1683951 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Pete Scholer my relationship to the entity
(please print name of individual signing)
named above is Area Manager.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 5/19/2025

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Pete Scholer who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 19th day of May, 2025.

NOTARY PUBLIC SEAL: _____

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

My commission expires: _____

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: May 19th , 2025

Official Address
(Including Zip Code):

8530 SW Jayme Way,
Palm City ,FL,34990

By: _____

Area Manager
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

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:

Fifteen Thousand Dollars
(Written)
$ 5,000
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: C.W. Roberts Contracting, Inc.
(Company-Contractor)
By: Robert Flowers
(President's Signature)
Robert Flowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida

on the 19th day of May 2025, 4

Notary Public: Elizabeth Walker (affix seal) My Commission Expires: 6/16/2026

END OF SECTION

ELIZABETH WALKER
MY COMMISSION #HH277605
EXPIRES: JUN 16, 2026
Bonded through 1st State Insurance

DRUG-FREE WORKPLACE FORM

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

C.W.Roberts Contracting 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

5/19/25
Date

END OF SECTION

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1	$ 760,000.00	$ 760,000.00
101-1B	Geotechnical and Materials Testing	LS	1	$ 13,200.00	$ 13,200.00
102-1A	Maintenance of Traffic	LS	1	$ 54,200.00	$ 54,200.00
104-1A	Erosion and Sediment Prevention Devices	LS	1	$ 63,000.00	$ 63,000.00
110-4A	Removal of Existing Concrete	SY	5,795	$ 49.50	$ 286,852.50
160-4	Type B Stabilization (12" Thick)	SY	3,100	$ 39.75	$ 123,225.00
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650	$ 120.00	$ 78,000.00
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985	$ 68.00	$ 134,980.00
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750	$ 4.75	$ 155,562.50
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200	$ 230.00	$ 506,000.00
425-1-201	Inlets, Curb, Type 9, <10'	EA	2	$ 11,750.00	$ 23,500.00
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900	$ 38.00	$ 148,200.00
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050	$ 62.25	$ 252,112.50
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650	$ 74.00	$ 48,100.00
523-3	**Patterned Pavement (Crosswalks)**	**SY**	**2,400**	$ 227.50	$ 546,000.00
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096	$ 15.00	$ 256,440.00
527-2	Detectable Warnings	SF	1,850	$ 42.50	$ 78,625.00
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4	$ 56,750.00	$ 227,000.00
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24	$ 1.25	$ 30.00
700-1-60	Single Post Sign, Remove	EA	24	$ 1.25	$ 30.00
706-1-3	Raised Pavement Marker, Type B	EA	380	$ 6.00	$ 2,280.00
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1	$ 237,600.00	$ 237,600.00
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400	$ 7.15	$ 24,310.00
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000	$ 9.50	$ 9,500.00
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24	$ 106.50	$ 2,556.00
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60	$ 9.50	$ 570.00
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000	$ 3.00	$ 9,000.00
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500	$ 3.00	$ 4,500.00
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000	$ 2.50	$ 22,500.00
1000-01A	Utility Adjustments/Coordination	LS	1	$ 5,000.00	$ 5,000.00
TOTAL FINAL BID					**$ 4,072,873.50**

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
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			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: C.W.Roberts Contracting

Corporate Title: Area Manager

Address: 8530 SW Jayme Way,Palm City ,FL,34990

(Zip Code)

By: Pete Scholer — Area Manager
(Print name) (Print title)

(Authorized Signature)

Telephone: (722) 288-0951

Fax: (722) 288-0983

State License # CGC1505785 **(ATTACH COPY)**

County License # 31111 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: GENERAL CONTRACTOR

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Martin County BOCC 2401 SE Monterey Rd Stuart, FL 34996	North River Shores Neigborhood Restoration	Logan Huber	(772) 288-5932
Martin County BOCC 2401 SE Monterey Rd Stuart, FL 34996	Mapp Road Resurfacing	Krysti Brotherton	(772) 288-5777
CITY OF VERO BEACH PO BOX 1389 VERO BEACH, FL 32960	STREET RESURFACING PROJECT	Don Dexter	(772) 978-4872
MARTIN COUNTY BOCC 2401 SE MONTEREY ROAD STUART, FL 34996	ROADWAY RESURFACING	LUKAS LAMBERT	(772) 221-2300

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

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: C.W.Roberts Contracting

Authorized Signature: _____

Title: Area Manager

Date: 5/19/25

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 5/20/25
(Letting Date)

Fill in your FDOT Vendor Number

VF 596000743006

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 14,649,963.42

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

C.W. Roberts Contracting, Inc
NAME OF FIRM

Sworn to and subscribed this 19th day of May, 2025

By: [signature]
Area Manager
Title

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
OKEECHOBEE COUNTY RESURFACING CONTRACT 2025	$1,611,316.00		$1,611,316	$1,611,316	
US 98 T1866 FDOT	$ 302,247.10				$ 302,247.10
SR 700 US 98 FROM E OF FLORAL DR TO E OF CR 621 FDOT	$ 9,433,812.66		$ 9,433,812.66	$9,433,812.66	
SR 700 (US 98) FROM BRIDGE #910090 TO NW 80TH AVE	$ 3,302,587.66		$ 3,302,587.66	$ 3,302,587.66	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$14,347,716	$ 302,247.10
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	$ 14,649,963.42

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

EXHIBIT
G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: C.W. Roberts Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Pete Scholer Title: Area Manager Telephone No.: 772-288-0951 Date (mm/dd/yyyy): 5/19/25	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2024

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
McGriff Insurance Services, LLC
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Martha Lee Hawkins / Ext 9406
PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: mhawkins@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Allied World National Assurance Company	10690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

COVERAGES **CERTIFICATE NUMBER:** UPAG9Y9U **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:			ZAGLB9247603	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 6,000,000 $ 100,000 $ 10,000 $ 6,000,000 $ 12,000,000 $ 12,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9276803	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 6,000,000 $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			03125099	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ZAWCI9966603	10/01/2024	10/01/2025	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

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

CERTIFICATE HOLDER

C.W. Roberts Contracting, Inc.
3660 Hartsfield Rd
Tallahassee, FL 32303
Leon

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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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

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3660 HARTSFIELD ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

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

City of Fort Pierce
100 N US1
Fort Pierce, FL 34950
772-467-3000

PROFESSIONAL LICENSE CERTIFICATE

Issued To: **Bob Flowers**

Mailing Address: 3660 Hartsfield Road
Tallahassee, FL 32303

License Number: CERTCON-2024-000983

Issued Date: 10/2/2024

Expiration Date: 9/30/2025

Liability Insurance Expiration Date: Oct 1 2025 12:00AM
Workers Comp Expiration Date: Oct 1 2025 12:00AM
State License Expiration Date: Aug 31 2026 12:00AM

Certification(s): CGC1505785 - Certified General Contractor,
ZAGLB9247603 - Liability Insurance,
ZAWCI9966606 - Worker's Compensation

License Type: DBPR - State Certified Contractor

Classification: General Contractor

Fees Paid: $25.00

Linda W. Cox

Linda W. Cox, City Clerk

TO BE POSTED IN A CONSPICUOUS PLACE

County Certification Number: 31111

ROBERT P FLOWERS
C.W. ROBERTS CONTRACTING INCORPORATED
6484 WIREGRASS WAY
TALLAHASSEE, FL 32309

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Class Code: GENERAL CONTRACTOR

License Type: Contractor

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Expiration Date: 8/31/2024

TOMMIE MARIE FOWLER

Wallet Contractor ID Card

Cut to fit, then fold in half

IDENTIFICATION CARD

C.W. ROBERTS CONTRACTING INCORPORATED
County Certification Number: 31111
Class Code: GENERAL CONTRACTOR - GC1505785

This is to certify that ROBERT P FLOWERS, has been issued a County Certificate in St. Lucie County, beginning on 3/11/2019 and ending on 8/31/2024, unless license is revoked.

Contractor Licensing:	**(772) 462-1672**
Contractor Fax Line:	**772-462-1148**
Automated Inspection Line:	**(866) 284-1280**
Inspection Line:	**(772) 462-2172**

TOMMIE MARIE FOWLER

Authorized Licensing Official

C. W. Roberts Contracting, Inc. Completed Projects

Project Name	Owner Name	Contract Amount	Contact	Phone	Year Complete
T4544 US 1	FDOT	$7,160,209.04	Josh Gutierrez	772-486-4478	2022
T1777 SR 78	FDOT	$5,709,661.86	Barry Williams	941-807-6502	2022
T1762 US 27	FDOT	$9,877,944.44	Rolando Luis	813-422-1975	2023
Okeeccobee Airport Runway Reahb	Okeechobee BOCC	$3,572,334.47	Sue Finney	407-599-1122	2022
Sebring Parkway	Bergeron Land Development	$1,137,120.57	Sean Nicholl	954-740-1293	2022
Hegner Drive	ACCEL Florida, Inc.	$1,381,155.52	Curtis Cupp	561-627-8733	2023
Task Order #2 CR 720 Repairs	Trevilcos	$2,233,109.53	Pablo Bassola	857-260-2063	2023
Task Order #4 Herbert Hoover Dike Rehab	Trevilcos	$1,639,066.41	Pablo Bassola	857-260-2063	2023
Indian River Blvd	Indian River County	$4,688,537.41	James W. Ennis	772-226-1221	2024
OKEECHOBEE COUNTY RESURFACING CONTRACT 2025	OKEECHOBEE COUNTY	$ 1,611,316.00		863-763-6441	2025
US 98 T1866	FDOT	$ 302,247.10	Barry Williams	941-807-6502	2025

Acc Cls	Eqm Cls	Type	Equipment #	Description	Description II	Serial Number	Unit
VEH	3	Vans	15.01196	Spare, Ford E350 2007	2007 Ford E-350 Passenger	1FBSS31L37DA61931	HR
VEH	2	Pickup Trucks	15.01204	Spare MOT, Ford F250 2005	Pickup, Ford F-250, 2005	1FTNF20535EB82900	HR
VEH	2	Pickup Trucks	15.01226	TBD, Ford F250 2008	Pickup, Ford F-250, 2008	1FTNF20588EE32183	HR
VEH	2	Pickup Trucks	15.01243	Spare MOT, Ford F250 2009	Pickup, Ford F250 CC 2009	1FTSW205X9EA66281	HR
VEH	2	Pickup Trucks	15.01266	Spare, Chevy C3500 2006	Flatbed,Chevy 3500 2006	1GCJK33D16F243207	HR
VEH	2	Pickup Trucks	15.01276	Auction, Ford F250 2010	Pickup, Ford F250 CC 2010	1FTSW2AS1AEA78949	HR
VEH	2	Pickup Trucks	15.01293	Raymond Stevens Sr, F250 2012	Pickup, Ford F250 4x4 CC	1FT7W2BTXCEA76736	HR
VEH	2	Pickup Trucks	15.01295	TBD, Ford F250 2012	Pickup, Ford F250 SC 4X2	1FT7X2A69CEA63291	HR
VEH	2	Serv Trucks	15.01306	John Mader, Ford F150 2013	Pickup, Ford F150 2013	1FTFX1EF3DKD45509	HR
VEH	2	Pickup Trucks	15.01307	Chadwick McFee, Ford F150 2014	Ford F150 2014 Pickup 4X4	1FTFX1EF9EFA08093	HR
VEH	2	Pickup Trucks	15.01308	Doug Kirby, Ford F150 2014	Ford F150 2014 Pickup 4X4	1FTFX1EF3EKD29120	HR
VEH	2	Serv Trucks	15.01311	Spare, F150 2013	Auction Ford F-150 XL Whi	1FTFX1EFXDFD85174	HR
VEH	2	Serv Trucks	15.01313	Derek Henley, Ford F150 2014	2014 F150 Pickup	1FTFX1CF8EFC04724	HR
VEH	2	Serv Trucks	15.01316	Amber Rhoden, Ford F150 2014	F-150 4 x 2 Supercrew Whi	1FTFW1CF3EFC86767	HR
VEH	2	Serv Trucks	15.01318	TBD, Ford F150 2014	F-150 XL 4x2 Supercab	1FTEX1CM7EKG08504	HR
VEH	2	Pickup Trucks	15.01320	Robert Wilson, Ford F150 2014	2014 4x4 Supercab	1FTFX1EF4EKG03067	HR
VEH	2	Pickup Trucks	15.01321	David Fiss, Ford F150 2014	White 4x2 Regular Cab	1FTMF1CMXEKF62634	HR
VEH	2	Serv Trucks	15.01323	Wade Wiederhold,D Ram 2015	Dodge Ram 1500	3C6RR7KT8FG572331	HR
VEH	2	Pickup Trucks	15.01324	TBD MOT, Ford F150 2014	2014 White Ford F150	1FTFW1CF5EKF55990	HR
VEH	2	Pickup Trucks	15.01325	Elizabeth Johnson, F150 2014	White 2014 4x4 pickup	1FTFX1EF4EKF69759	HR
VEH	2	Pickup Trucks	15.01327	TBD, Ford F150 2015	2015 Ford F150	1FTEW1EF7FFA67997	HR
VEH	2	Pickup Trucks	15.01328	Tyler Adkins, D Ram 2015	Dodge Ram Single Cab 1/2	3C6JR6DTXFG609271	HR
VEH	2	Pickup Trucks	15.01330	Auction, Ford F150 2015	White 4x4 Power Group	1FTFX1EF9FKE18465	HR
VEH	2	Pickup Trucks	15.01331	Tony Street, Ford F150 2015	XL 4x4 4 door cab pickup	1FTEW1EF7FKE18463	HR
VEH	2	Pickup Trucks	15.01333	Jeremie Laila, Ford F150 2015	White F-150 XL Power Grou	1FTEX1CF0FKE22984	HR
VEH	2	Pickup Trucks	15.01335	TBD, Ford F150 2015	White 4 x 2 XL Power Grou	1FTEX1CF9FKE22983	HR
VEH	2	Pickup Trucks	15.01336	Trevor Taylor, Ford F150 2015	4x4 CrewCab White Pickup	1FTEW1EF9FFB11921	HR
VEH	4	Sport Utility Vehicles	15.01337	Shayna Hammack, Jeep GC 2015	2015 White Jeep	1C4RJFAGXFC150658	HR
VEH	2	Pickup Trucks	15.01338	Darryl Button, Ford F250 2016	F250 Super Duty Ford 2016	1FT7W2B68GEA25056	HR
VEH	2	Pickup Trucks	15.01339	Dylan Slayton, Ford F150 2015	2015 Ford White LGT picku	1FTFW1EF5FFC45037	HR
VEH	2	Pickup Trucks	15.01340	TBD, Ford F250 2016	SRW F250 Super Duty White	1FT7W2B61GEB64428	HR
VEH	2	Pickup Trucks	15.01341	Adam Tilyou, Ford F150 2016	White 2016 LGT Convtnl'F	1FTMF1C86GFA50190	HR
VEH	2	Pickup Trucks	15.01342	David Jones Jr, Ford F250 2016	F250 Super Duty Pickup Tr	1FT7W2A66GEB70064	HR
VEH	2	Pickup Trucks	15.01343	Charles Jernigan, F250 2016	White 2016 F250 Ford Tru	1FT7W2A68GEB70065	HR
VEH	2	Pickup Trucks	15.01344	TBD, Ford F150 2016	White 2016 F150 Ford Truc	1FTFX1EF7GFB03769	HR
VEH	2	Pickup Trucks	15.01346	Danny Anderson, D Ram 2016	2016 Dodge Ram 1500	3C6TR4CT8GG257985	HR
VEH	2	Pickup Trucks	15.01347	Ralph Cain, Ford F250 2016	Ford F250 Super Duty Pick	1FT7W2A63GEB47485	HR
VEH	2	Pickup Trucks	15.01350	William Bell,Dodge Ram 2016	Dodge Ram 2016 1500	1C6RR6ST7GS312183	HR
VEH	2	Pickup Trucks	15.01353	Willie Russel, D Ram 2016	Dodge Ram 2500 ST	3C6TR4CT6GG155682	HR
VEH	2	Pickup Trucks	15.01354	Spare, Silverado 2017	Pickup,Chevy 2500	1GC1CUEG0HF113836	HR
VEH	2	Pickup Trucks	15.01355	Victor Smith, Chevy 2500 2017	Chevy 2500 2017	1GC1KUEGXHF114799	HR
VEH	2	Pickup Trucks	15.01356	Alphesus Stan, SILVERADO 2017	Chevy 2500 2017	1GC1CUEG8HF114409	HR
VEH	2	Pickup Trucks	15.01357	Bob Street, Silverado 2017	Chevy 2500 2017	1GC1CUEF3HF115435	HR
VEH	2	Pickup Trucks	15.01358	Cecilia Harrington, ChvySil 17	2017 Chevy Silverado 2500	1GC1CUEG3HF115208	HR
VEH	2	Pickup Trucks	15.01359	TBD, Silverado 2017	Chevy 1500 2017	1GCRCNEC1HZ180496	HR
VEH	2	Pickup Trucks	15.01360	Freddie Jackson Silverado 2017	Chevy 1500 2017	1GCRCNEC7HZ183208	HR
VEH	2	Pickup Trucks	15.01361	Wayne Chapel, Silverado 2017	Chevy 1500 2017	1GCRCNEC8HZ181404	HR
VEH	2	Pickup Trucks	15.01362	Steve Manuel, Silverado 2017	Chevy 1500 2017	1GCVKNEC7HZ177635	HR
VEH	2	Pickup Trucks	15.01363	Jack Gregory Silverado 2017	Chevy 1500 2017	1GCVKNEC4HZ180638	HR
VEH	2	Pickup Trucks	15.01364	Justina Smiling, Chevy 1500 17	2017 Chevy Silverado 1500	1GCVKNECOHZ178482	HR
VEH	2	Pickup Trucks	15.01366	Michael Gilley, Silverado 2017	Chevy 1500 2017	3GCUKSEC7HG277519	HR
VEH	2	Pickup Trucks	15.01367	John Baker, Silverado 2017	2017 1500 4WD Crew Cab	3GCUKSEC9HG242562	HR
VEH	2	Pickup Trucks	15.01368	Tony Johnson, Chevy 1500 2017	Chevy 1500 2017	3GCUKSEC2HG280599	HR
VEH	2	Pickup Trucks	15.01369	Teo Chavez, Chev Colorado 18	Pickup,Chevrolet Colorado	1GCHSBEA4J1243901	HR
VEH	2	Pickup Trucks	15.01370	Sean Pinson, Chevrolet 2018	Pickup,Chevrolet Colorado	1GCHSBEA9J1246793	HR
VEH	2	Pickup Trucks	15.01371	TBD MOT,Chevrolet 2018	Pickup, Chevrolet Colorad	1GCHSBEA2J1245159	HR
VEH	2	Pickup Trucks	15.01372	Spare, Silverado 2018	Chevy Silverado 2018	1GCNCNEC1JZ289822	HR
VEH	3	Vans	15.01373	Spare, Chevrolet Van 2017	EXT Express Passenger Van	1GAWGEFG0H1349794	HR
VEH	2	Pickup Trucks	15.01374	Matt Johnson,Chevrolet 2018	2018 Chevrolet Colorado	1GCHSBEA6J1249182	HR
VEH	2	Pickup Trucks	15.01375	Spare, Chvy Silv 2018	Chevy 1500 2018	1GCRCNEC0JZ305994	HR
VEH	2	Pickup Trucks	15.01376	Craig Soloman,Silverado 2018	Chevy 1500 2018	3GCUKSEC6JG362177	HR
VEH	4	Sport Utility Vehicles	15.01377	Tracy Brookshier, Jeep GC 2018	2018 Jeep Grand Cherokee	1C4RJFAG9JC369412	HR
VEH	2	Pickup Trucks	15.01378	TBD, Dodge Ram 2500 2018	2018 Dodge Ram 2500	3C6URSCJ5JG283878	HR
VEH	2	Pickup Trucks	15.01379	John Jenks, Dodge 2500 2018	2018 Dodge Ram 2500	3C6URSCJ9JG278876	HR
VEH	2	Pickup Trucks	15.01381	Dallas Aumend,Dodge 2500 2018	2018 Dodge Ram 2500	3C6URSCJ5JG278874	HR
VEH	2	Pickup Trucks	15.01382	Carlos Bernal, Ford F250 2019	2019 Ford F-250	1FT7W2B62KEC27514	HR
VEH	2	Pickup Trucks	15.01383	Edy Walters, Ford F250 2019	2019 Ford F-250	1FT7W2B61KEC56812	HR
VEH	2	Pickup Trucks	15.01384	Hunter Lands, Ford F250 2019	2019 Ford F-250	1FT7W2B6XKEC19516	HR
VEH	2	Pickup Trucks	15.01385	Jameel Pye, Ford F250 2019	2019 Ford F-250	1FT7W2B64KEC19513	HR
VEH	2	Pickup Trucks	15.01388	Spare, F150 2011	Pickup, Ford F150 2011	1FTEX1CM3CFB12363	HR
VEH	2	Pickup Trucks	15.01390	TBD, F150 2014	Pickup, Ford F150 2014	1FTEX1CM4EFC13317	HR
VEH	2	Pickup Trucks	15.01391	TBD, F150 2018	Pickup, Ford F150 2018	1FTEW1CP9JKC07253	HR

VEH	2	Pickup Trucks	15.01392	Sherman Henry, F150 2018	Pickup, Ford F150 2018	1FTEX1CB4JKE56037	HR
VEH	2	Pickup Trucks	15.01393	Rudy Perez, F150 2018	Pickup, Ford F150 2018	1FTEW1EGBJFC24292	HR
VEH	2	Pickup Trucks	15.01394	Kyle Johnson, F150 2019	Pickup, Ford F150 2019 -	1FTEW1E52KFB63974	HR
VEH	2	Pickup Trucks	15.01395	PTR Anthony Kirtpatri, F250 19	Pickup, Ford F250 2019	1FT7W2A67KEE67692	HR
VEH	2	Pickup Trucks	15.01396	Robert Hillegas, FordF150 2019	Pickup, Ford F150 2019	1FTEW1C57KFB63973	HR
VEH	2	Pickup Trucks	15.01397	Wrecked, Ford F150 2019	Pickup, Ford F150 2019	1FTEW1C55KFB63972	HR
VEH	2	Pickup Trucks	15.01398	Richard Mozdzen, FordF250 2019	2019 Ford F-250 4X4	1FT7W2B64KEF57011	HR
VEH	2	Pickup Trucks	15.01399	Louis Scianni, Ford F250 2019	2019 Ford F-250 4X4	1FT7W2B66KEF57012	HR
VEH	2	Pickup Trucks	15.01400	Percy Andrews, Ford F150 2019	2019 Ford F-150	1FTFX1E55KKE10042	HR
VEH	2	Pickup Trucks	15.01401	Zachary Greene, 2500 Dodge 19	2019 Dodge 2500 4X4	3C6UR5CJ4KG601670	HR
VEH	2	Pickup Trucks	15.01402	Nate Wojtkowiak, FordF150 2019	2019 Ford F-150	1FTFX1E59KKD68734	HR
VEH	2	Pickup Trucks	15.01403	Alec Osborn, Ford F150 2019	2019 Ford F-150	1FTFX1E55KKD54670	HR
VEH	4	Sport Utility Vehicles	15.01404	TBD,Ford Explorer 2020	2020 Ford Explorer 4X4 Sa	1FMSK8DH9LGA42272	HR
VEH	4	Sport Utility Vehicles	15.01405	Dawn Brown, Ford Explorer 2020	2020 Ford Explorer 4X4	1FMSK8DH5LGA42270	HR
VEH	4	Sport Utility Vehicles	15.01406	Christina Lessner, Ford Exp 20	2020 Ford Explorer 4X4	1FMSK8DH7LGA42271	HR
VEH	2	Pickup Trucks	15.01407	Jenir Ramirez, Dodge 2500 2019	2019 Dodge Ram 2500	3C6UR5CJ8KG601672	HR
VEH	4	Sport Utility Vehicles	15.01408	Spare, Ford Explorer 2020	2020 Ford Explorer 4X4	1FMSK8DH9LGA42269	HR
VEH	2	Pickup Trucks	15.01409	Darren Phillips, FordF150 2019	2019 Ford F-150 Lariet	1FTEW1E5XKKE52480	HR
VEH	2	Pickup Trucks	15.01410	Rony Mendez, Ford F250 2003	Pickup, Ford F250 2003	1FTNW20F73EA23920	HR
VEH	2	Pickup Trucks	15.01411	Auction Judy Wilson, F250 2012	Pickup, Ford F250 2012	1FT7W2BT6CEB93603	HR
VEH	2	Pickup Trucks	15.01412	Auction, Dodge 1500 2017	Pickup, Dodge 1500 2017	1C6RR7GG4HS807542	HR
VEH	4	Sport Utility Vehicles	15.01415	RB Auction, Kia Soul 2016	Kia Soul 2016	KNDJN2A26G7287542	HR
VEH	2	Pickup Trucks	15.01417	Johnnie Scott, F250 2016	Pickup, Ford F250 2016	1FT7W2B6XGEA96131	HR
VEH	2	Pickup Trucks	15.01418	Robert Jolly, Chevy 2014	Pickup, Chevy Silverado 2	1GCNKPEC4EZ401906	HR
VEH	2	Pickup Trucks	15.01419	Spare, Silverado 2014	Pickup, Chevy Silverado 2	1GCNCPEC3EZ236802	HR
VEH	2	Pickup Trucks	15.01420	Larry Grier, Chevy 2014	Pickup, Chevy Silverado 2	1GCNCPEC7EZ270113	HR
VEH	2	Pickup Trucks	15.01421	Shop Spare, Ford F250 XL 2005	Pickup, Ford F250 XL 2005	1FTNF20525EB82886	HR
VEH	2	Pickup Trucks	15.01424	Nate Wilcox, Ford F2504X4 2018	Pickup, Ford F250 4X4 201	1FT7W2BT0JEC87408	HR
VEH	2	Pickup Trucks	15.01428	Dale Eggleston, FordF250 2019	Pickup, Ford F250 4X4	1FT7X2BT0KED35195	HR
VEH	2	Pickup Trucks	15.01429	Jennifer Darnell, Ford F250 19	Pickup, Ford F250 4X4	1FD7X2B67KED96579	HR
VEH	2	Pickup Trucks	15.01430	Charlie Greer, Dodge2500 2019	2019 Dodge Ram 2500	3C6UR5CJXKG601673	HR
VEH	2	Pickup Trucks	15.01431	Jimmy Ballard, Ford F250 2019	2019 Ford F250	1FT7W2B65KEG66173	HR
VEH	2	Pickup Trucks	15.01433	Carmelo Sanchez, FordF150 2019	2019 Ford F150	1FTEW1E53KFC03639	HR
VEH	2	Pickup Trucks	15.01434	Zachary Voss, Chevy 1500 19	2019 Chevy 1500	2GCVKMEC3K1191298	HR
VEH	2	Pickup Trucks	15.01435	John Rudolph, Ford F250 2017	2017 F250	1FT7W2A69HED45585	HR
VEH	2	Pickup Trucks	15.01436	Brandon McCranie, Ford F150 18	2018 F150	1FTEW1CB1JKE51127	HR
VEH	2	Pickup Trucks	15.01437	Jeremy Cassett, Ford F350 2016	2016 F350	1FD8W3G62GEA67091	HR
VEH	2	Pickup Trucks	15.01438	Noel Echevarria, FordF350 2016	2016 F350	1FD8W3G64GEA67092	HR
VEH	2	Pickup Trucks	15.01439	Jason Miller, Ford F250 2017	2017 Ford F250	1FT7W2A63HED45582	HR
VEH	2	Pickup Trucks	15.01440	Cody Faucett, Ford F150 2018	2018 F150 4X2	1FTEW1CB5JKE51129	HR
VEH	2	Pickup Trucks	15.01441	Tony Broughton, Ford F250 2018	2018 F250 4X2	1FT7W2A64JEC66198	HR
VEH	2	Pickup Trucks	15.01444	Chris Kintz, Ford F250 2015	2015 F250	1FT7W2A63FEA07161	HR
VEH	2	Pickup Trucks	15.01445	Randy Rhodes, Ford F250 2017	2017 F250	1FT7W2A64HED45588	HR
VEH	2	Pickup Trucks	15.01446	Herman Knowles, Ford F250 2017	2017 F250	1FT7W2A66HED45589	HR
VEH	2	Pickup Trucks	15.01447	Jamie Palmer, Ford F150 2018	2018 F150	1FTEW1CBXJKE51126	HR
VEH	2	Pickup Trucks	15.01448	TBD, Ford F350 2016	2016 F350	1FD8W3G66GEA67093	HR
VEH	2	Pickup Trucks	15.01449	Kyle Bowman, Ford F150 2019	2019 Ford F-150	1FTEW1E5XKKE44850	HR
VEH	2	Pickup Trucks	15.01450	Dusty Hert, Ford F250 2020	2020 Ford F-250	1FT7W2BN2LEC27005	HR
VEH	2	Pickup Trucks	15.01451	Cody Story, Ford F250 2020	2020 Ford F-250	1FT7W2B6LEC16212	HR
VEH	2	Pickup Trucks	15.01452	Jose Rodriguez, Ford F250 2020	2020 Ford F-250	1FT7W2BN5LEC85870	HR
VEH	2	Pickup Trucks	15.01453	Jason Whitaker, Ford F150 2020	2020 Ford F150	1FTEX1EP2LKD36898	HR
VEH	2	Pickup Trucks	15.01454	Alex Velasquez, Ford F150 2020	2020 Ford F150 4X4	1FTFW1E49LF899920	HR
VEH	2	Pickup Trucks	15.01455	Shannon Willis, Ford F150 2020	2020 Ford F150 4X4	1FTEW1EP1LFB99917	HR
VEH	2	Pickup Trucks	15.01456	Charles Roesler, FordF150 2020	2020 Ford F150 4X2	1FTEW1CP6LFB84784	HR
VEH	2	Pickup Trucks	15.01457	Jeff Barkley, Ford F150 2020	2020 Ford F150 4X2	1FTEW1CP4LFB84783	HR
VEH	2	Pickup Trucks	15.01458	Dennis Hubbard, Ford F150 2020	2020 Ford F150 4X2	1FTEW1CS9LFA73998	HR
VEH	2	Pickup Trucks	15.01459	TBD, Ford F150 2020	2020 Ford F150 4X2	1FTEW1C57LFA73997	HR
VEH	2	Pickup Trucks	15.01460	Tony Farrington, FordF350 2020	2020 Ford F350 PU	1FTBW3BN7LED92364	HR
VEH	2	Pickup Trucks	15.01461	Eric Wright, Ford F350 2020	2020 Ford F350 PU	1FTBW3BN1LED75317	HR
VEH	2	Pickup Trucks	15.01462	Michael Smith, Ford F150 2020	2020 Ford F150	1FTEW1E4XLFA34616	HR
VEH	2	Pickup Trucks	15.01463	QC Dan Krell Jr, FordF150 2020	2020 Ford F150	1FTEX1EPXLKE85270	HR
VEH	2	Pickup Trucks	15.01464	Sammy Tanner, Silverado 2020	2020 Chevy Silverado	3GCUYAEF2LG337184	HR
VEH	2	Pickup Trucks	15.01465	Cleve Hillard, Ford F250 2021	2021 Ford F250	1FT7W2B62MEC24423	HR
VEH	2	Pickup Trucks	15.01466	Felipe Garcia, Ford F150 2020	2020 Ford F150	1FTEX1CP6LKF24648	HR
VEH	2	Pickup Trucks	15.01467	Eric Voss, Ford F150 2021	2021 Ford F150	1FTFW1E50MFA03731	HR
VEH	2	Pickup Trucks	15.01468	Sam Aleman, Ford F150 2021	2021 Ford F150	1FTFW1E59MFA03730	HR
VEH	2	Pickup Trucks	15.01469	Alfredo Garcia, Ford F250 2021	2021 Ford F250	1FT7W2BN3MEC09114	HR
VEH	2	Pickup Trucks	15.01470	Anthony Carr, Ford F250 2021	2021 Ford F250	1FT7W2BN3MEC09113	HR
VEH	4	Sport Utility Vehicles	15.01471	Rick Sloan, Ford Explorer 2021	2021 Ford Explorer	1FMSK7BH5MGA12457	HR
VEH	2	Pickup Trucks	15.01472	Mark Lendon, Ford F150 2021	2021 Ford F150	1FTFW1E54MFA03733	HR
VEH	2	Pickup Trucks	15.01473	Felimon Camarillo, FordF150 21	2021 Ford F150	1FTFW1E54MKD20221	HR
VEH	2	Pickup Trucks	15.01474	Perez Balatazar, Ford F150 21	2021 Ford F150	1FTFW1E54MFA03734	HR
VEH	2	Pickup Trucks	15.01475	David Crowe , Ford F150 2021	2021 Ford F150	1FTFW1E54MFA03732	HR
VEH	2	Pickup Trucks	15.01476	Trevor Pearson, FordF150 2021	2021 Ford F150	1FTFW1E54MKD20220	HR

VEH	2	Pickup Trucks	15.01477	TBD, Ford F150 2021	2021 Ford F150	1FTFW1E55MFA22386	HR
VEH	2	Pickup Trucks	15.01478	Bowen Martin, Ford F150 21	2021 Ford F150	1FTFW1E55MKD06978	HR
VEH	2	Serv Trucks	15.01479	David Votrobek, Ford F150 2021	2021 Ford F150 SuperDuty	1FTFW1E8XMFA66975	HR
VEH	2	Serv Trucks	15.01480	David Huff, Ford F150 2021	2021 Ford F150	1FTFW1E59MFA12296	HR
VEH	2	Serv Trucks	15.01481	Susan Schmidt, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E5XMKD25400	HR
VEH	2	Serv Trucks	15.01482	Todd Goodman, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E56MFA67000	HR
VEH	2	Serv Trucks	15.01483	Patrick Corbin, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E5XMFA66979	HR
VEH	2	Pickup Trucks	15.01484	Chris Riley, Ford F150 2021	2021 Ford F150	1FTFW1E87MFB12150	HR
VEH	2	Pickup Trucks	15.01485	Windel Henderson, Ford F150 21	2021 Ford F150	1FTFW1E81MFB67869	HR
VEH	2	Pickup Trucks	15.01486	Pat Brennan, Ford F150 2021	2021 Ford F150	1FTEW1CP1MKD30940	HR
VEH	2	Pickup Trucks	15.01487	Stanley McKinsley, 2021 F-150	2021 Ford F150	1FTEW1CP6MFA46406	HR
VEH	2	Pickup Trucks	15.01488	Glenn Dutram, Frd F250 2021	Pickup, 2021 Ford F25	1FT7W2A61MED51942	HR
VEH	2	Pickup Trucks	15.01489	Bobby Wilson, Ford F150 2021	2021 Ford F150	1FTFW1E88MFB67870	HR
VEH	2	Pickup Trucks	15.01490	Wil Whiddon, Ford F150 2020	2020 Ford F150	1FTEW1E55LKF33520	HR
VEH	2	Pickup Trucks	15.01491	TBD, Ford F150 2019	2019 Ford F150	1FTEW1C45KFC78868	HR
VEH	2	Pickup Trucks	15.01492	Zach Ashcraft, Ford F150 2018	2018 Ford F150	1FTEW1E84JFD14074	HR
VEH	2	Pickup Trucks	15.01493	Benjamin James, Ford F150 2014	2014 Ford F150	1FTFW1CF8EFC85825	HR
VEH	2	Pickup Trucks	15.01494	Stuart Savoy, Ford F150 2021	2021 Ford F150	1FTFW1ED1MFB43844	HR
VEH	2	Pickup Trucks	15.01495	Donald Duffy, Ford F150 2021	2021 Ford F150	1FTFW1E50MKE45156	HR
VEH	2	Pickup Trucks	15.01496	Toby Richardson, Ford F150 21	2021 Ford F150	1FTFW1E50MKE45154	HR
VEH	2	Pickup Trucks	15.01497	Wrecked, Ford F150 2021	2021 Ford F150	1FTEW1C51MKE45150	HR
VEH	2	Pickup Trucks	15.01498	Neal Roop, F150 2021	2021 Ford F150 SuperDuty	1FTFW1E59MKE45155	HR
VEH	2	Pickup Trucks	15.01499	Justin Castrejon,FordF250 2022	2022 Ford F250	1FT7W2B60NEC34577	HR
VEH	2	Pickup Trucks	15.01500	QC Spare, Ford F150 2021	2021 Ford F150	1FTFW1E55MKE45153	HR
VEH	2	Pickup Trucks	15.01501	Jerome Paterson, Ford F150 21	2021 Ford F150	1FTFW1E52MKE45157	HR
VEH	2	Pickup Trucks	15.01502	Sam Lane, Ford F150 2021	2021 Ford F150	1FTFW1E53MKE45152	HR
VEH	2	Pickup Trucks	15.01503	Brian Wilbanks, Ford F150 2021	2021 Ford F150	1FTEW1EP5MKE03742	HR
VEH	2	Pickup Trucks	15.01504	Billy Burke, Ford F250 2022	2022 Ford F250	1FT7W2B69NEC34576	HR
VEH	2	Pickup Trucks	15.01505	Josh Kitner, Ford F250 2022	2022 Ford F250	1FT7W2B67NEC34575	HR
VEH	2	Pickup Trucks	15.01506	Terry Overcash, Ford F150 2021	2021 Ford F150	1FTEW1EP8MFC20764	HR
VEH	2	Pickup Trucks	15.01507	Leo Young, Ford F250 2022	2022 Ford F250	1FT7W2B65NEC34574	HR
VEH	2	Pickup Trucks	15.01508	Matt Prevatt, Ford F250 2022	2022 Ford F250	1FT7W2B63NEC34573	HR
VEH	2	Pickup Trucks	15.01509	Kevin Collinswor, Ford F250 22	2022 Ford F250	1FT7W2B61NEC34572	HR
VEH	2	Pickup Trucks	15.01510	Dewayne Hitchcock,Ford F150 21	2021 Ford F150	1FTFW1EB4MFC20757	HR
VEH	2	Pickup Trucks	15.01511	Shane Gibson, Ford F350 2018	2018 Ford F350	1FT8W3BT6JEB05351	HR
VEH	2	Pickup Trucks	15.01512	Travis Lambert, Dodge 2500 20	2020 Dodge Ram 2500	3C6UR5HL7LG239913	HR
VEH	2	Pickup Trucks	15.01513	James Shelton, Dodge 2500 2020	2020 Dodge Ram 2500	3C6UR5HJ9LG163738	HR
VEH	2	Pickup Trucks	15.01514	Timothy Gentry, Ford F250 2019	2019 Ford F250	1FT7W2B67KEC28576	HR
VEH	2	Pickup Trucks	15.01515	Angie Castleberry, FordF250 18	2018 Ford F250	1FT7W2B67JEB26449	HR
VEH	2	Pickup Trucks	15.01516	Travis Vaughn, Ford F250 2017	2017 Ford F250	1FT7W2B63HEF43156	HR
VEH	2	Pickup Trucks	15.01517	Spare, Chevy 2500 16	2016 Chevy 2500	1GC1KUEG3GF230313	HR
VEH	2	Pickup Trucks	15.01518	Kristi Jordan,Ford F250 2016	2016 Ford F250	1FT7W2B66GEB22031	HR
VEH	2	Pickup Trucks	15.01519	TBD MOT, Ford F250 2016	2016 Ford F250	1FT7W2B65GEC04171	HR
VEH	2	Pickup Trucks	15.01520	Spare, Ford F250 2015	2015 Ford F250	1FT7X2B6XFEA49516	HR
VEH	2	Pickup Trucks	15.01521	Spare,Ford F250 2015	2015 Ford F250	1FT7W2A66FEB49827	HR
VEH	2	Pickup Trucks	15.01522	Kyle Kostelecky, FordF250 2012	2012 Ford F250	1FTBF2B63CED14169	HR
VEH	2	Pickup Trucks	15.01523	Spare, Ford F250 2011	2011 Ford F250	1FTBF2B66BEB58420	HR
VEH	2	Pickup Trucks	15.01524	Jacob Greer, Dodge Ram 2002	2002 Dodge Ram 2500	3B7KF236X2M305329	HR
VEH	2	Pickup Trucks	15.01526	Patrick Tullius, Chevy 1500 16	2016 Chevy 1500	1GCNCNEC3GZ423674	HR
VEH	2	Pickup Trucks	15.01527	John Giddens, Ford F150 2013	2013 Ford F150	1FTMF1EM8DKF21897	HR
VEH	2	Pickup Trucks	15.01528	Bryan Waldman, Ford F150 2021	2021 Ford F150	1FTEW1C53MKE45151	HR
VEH	2	Pickup Trucks	15.01529	Vern Street, Ford F250 2021	2021 Ford F250	1FT7W2A63MED51764	HR
VEH	3	Vans	15.01530	Concrete Van, Chevrolet P32 92	1992 Chevrolet P32	1GCHP32K2N3305942	HR
VEH	2	Pickup Trucks	15.01531	Keith Myrick, F150 2021	2021 Ford F150	1FTFW1E54MKE45161	HR
VEH	4	Sport Utility Vehicles	15.01532	Alan Crenshaw, Jeep GC 2021	Jeep Grand Cherokee 2021	1C4RJKBG8M8205700	HR
VEH	2	Pickup Trucks	15.01533	Phillip Faircloth,Ford F150 21	2021 Ford F150	1FTEW1EP1MKE97683	HR
VEH	2	Pickup Trucks	15.01534	Anthony Edwards, Ford F150 21	2021 Ford F150	1FTFW1E53MKE45166	HR
VEH	2	Pickup Trucks	15.01535	David Hill, Ford F150 2021	2021 Ford F150	1FTFW1E53MKE45164	HR
VEH	2	Pickup Trucks	15.01536	David Vaught, Ford F150 2022	2022 Ford F150 Lariat	1FTFW1E80NKD00081	HR
VEH	2	Pickup Trucks	15.01537	Thomas Jones, Ford F150 2022	2022 Ford F150	1FTEW1EB1NKD18337	HR
VEH	2	Pickup Trucks	15.01538	Ariane Andrews, Chevy1500 2016	2016 Chevy 1500	3GCUKSEC1GG273304	HR
VEH	2	Pickup Trucks	15.01539	Kaleb Archer, Ford F150 2012	2012 Ford F150	1FTFW1CT6CFA98716	HR
VEH	2	Pickup Trucks	15.01541	DNH, Ford F150 2013	2013 Ford F150	1FTFW1ET6DFA78058	HR
VEH	2	Pickup Trucks	15.01542	DNH, Ford F150 2016	2016 Ford F150	IFTEW1EG5GFB35174	HR
VEH	2	Pickup Trucks	15.01543	Josh Hicks, Ford F150 2016	2016 Ford F150	1FTEW1EF8GKF91541	HR
VEH	2	Pickup Trucks	15.01544	Casey Cook, Dodge 2500 2019	2019 Dodge 2500	3C6UR5DL6KG544260	HR
VEH	2	Pickup Trucks	15.01545	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5CJ7JG256164	HR
VEH	2	Pickup Trucks	15.01546	DNH, Ford F150 Raptor 2017	2017 Ford F150 Raptor	1FTFW1RG3HFA40838	HR
VEH	2	Pickup Trucks	15.01547	Tim Kruger, Ford F150 2019	2019 Ford F150 Raptor	1FTFW1RG5KFA42727	HR
VEH	2	Pickup Trucks	15.01548	DNH, Ford F250 2006	2006 Ford F250	1FTSW21P56EB21391	HR
VEH	2	Pickup Trucks	15.01549	Nate Westerly, Ford F250 2017	2017 Ford F250	1FT7W2B69HEB59558	HR
VEH	2	Pickup Trucks	15.01550	DNH, Ford F250 2017	2017 Ford F250	1FT7W2B64HEF18623	HR
VEH	2	Pickup Trucks	15.01551	Taylor Walker, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL2JG398311	HR
VEH	2	Pickup Trucks	15.01552	Jeff Sheets, Ford F250 2019	2019 Ford F250	1FT7W2BT5KEC89446	HR

VEH	2	Pickup Trucks	15.01553	Jeremy Powell, Ford F250 2019	2019 Ford F250	1FT7W2BT4KEF63414	HR
VEH	2	Pickup Trucks	15.01554	Reggie Sewell, Ford F250 2020	2020 Ford F250	1FT7W2BT7LED34565	HR
VEH	2	Pickup Trucks	15.01555	Spare, Dodge 3500 2017	2017 Dodge 3500 Crew Cab	3C7WRTCL8HG647179	HR
VEH	2	Pickup Trucks	15.01557	David Strevels, Ford F350 2006	2006 Ford F350	1FDWW37P36EB42881	HR
VEH	2	Pickup Trucks	15.01558	Spare, Nissan Frontier 2010	2010 Nissan Frontier	1N6ADOEVXAC419287	HR
VEH	2	Pickup Trucks	15.01559	TBD, Dodge 1500 2012	2012 Dodge 1500	1C6RD7GT6CS342170	HR
VEH	2	Pickup Trucks	15.01562	TBD, Dodge 1500 2014	2014 Dodge 1500	3C6RR7KT6EG197148	HR
VEH	2	Pickup Trucks	15.01563	TBD, Dodge 1500 15	2015 Dodge 1500	1C6RR7KTXFS528047	HR
VEH	2	Pickup Trucks	15.01565	Spare, Dodge 1500 2019	2019 Dodge 1500	3C6RR7KT5KG715309	HR
VEH	2	Pickup Trucks	15.01566	Heath Webb, Dodge 1500 2019	2019 Dodge 1500	3C6RR7KT2KG715297	HR
VEH	2	Pickup Trucks	15.01569	Matthew Ducre, Dodge 2500 2014	2014 Dodge 2500	3C6TR5DT1EG217815	HR
VEH	2	Pickup Trucks	15.01570	Jonathan Hindall,Dodge 2500 15	2015 Dodge 2500	3C6TR5DT5FG573816	HR
VEH	2	Pickup Trucks	15.01571	Bruce Murphy, Dodge 2500 2015	2015 Dodge 2500 4x4 Crew	3C6TR5DT9FG573771	HR
VEH	2	Pickup Trucks	15.01572	Nolan Brown, Dodge 2500 2015	2015 Dodge 2500 SLT	3C6TR5DT5FG681689	HR
VEH	2	Pickup Trucks	15.01574	Katlyn Peterson, Dodge 2500 15	2015 Dodge 2500 SLT	3C6UR5DL8FG662476	HR
VEH	2	Pickup Trucks	15.01577	Auction, Dodge 2500 2016	2016 Dodge 2500 SLT	3C6UR5DL5GG138963	HR
VEH	2	Pickup Trucks	15.01578	Alvin McFarland, Dodge 2500 16	2016 Dodge 2500	3C6TR5DT5GG256779	HR
VEH	2	Pickup Trucks	15.01579	Derrick Patrick, Dodge 2500 16	2016 Dodge 2500 SLT	3C6TR5DTXGG100981	HR
VEH	2	Pickup Trucks	15.01580	Spare, Dodge 2500 2017	2017 Dodge 2500	3C6URSCJ8HG663484	HR
VEH	2	Pickup Trucks	15.01581	Desmond Patrick, Dodge 2500 17	2017 Dodge 2500	3C6URSCJ3HG663487	HR
VEH	2	Pickup Trucks	15.01582	Spare, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT0HG652149	HR
VEH	2	Pickup Trucks	15.01584	Ben Lowrey, Dodge 2500 2017	2017 Dodge 2500 SLT	3C6TR5DT6HG610245	HR
VEH	2	Pickup Trucks	15.01585	Nick Pollock, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT1HG629883	HR
VEH	2	Pickup Trucks	15.01586	Malachi Pitts, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT0HG652443	HR
VEH	3	Vans	15.01587	DNH, Cargo Van Ford 2015	2015 Ford Transit Cargo V	NM0GE9F71F1209532	HR
VEH	2	Pickup Trucks	15.01588	Spare, Dodge 2500 2017	2017 Dodge 2500 SLT	3C6UR5DL2HG534592	HR
VEH	2	Pickup Trucks	15.01589	Michael Faber, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL8JG215512	HR
VEH	2	Pickup Trucks	15.01590	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL1JG221166	HR
VEH	2	Pickup Trucks	15.01591	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL6JG215654	HR
VEH	2	Pickup Trucks	15.01592	Danial Cannon, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL9JG245683	HR
VEH	2	Pickup Trucks	15.01593	Cody Miller, Dodge 2500 2018	2018 Dodge 2500 SLT	3C6UR5DL3JG277562	HR
VEH	2	Pickup Trucks	15.01594	Brian Slesser, Dodge 2500 2018	2018 Dodge 2500	3C6URSDL2JG395084	HR
VEH	2	Pickup Trucks	15.01595	Kyle Reece, Dodge 2500 2018	2018 Dodge 2500	3C6URSDL9JG398256	HR
VEH	2	Pickup Trucks	15.01596	Earl Smith, Dodge 2500 2018	2018 Dodge 2500	3C6URSDL7JG402417	HR
VEH	2	Pickup Trucks	15.01597	Jarret Powell, Dodge 2500 2018	2018 Dodge 2500HD 4x4 Cre	3C6URSCL4JG148473	HR
VEH	2	Pickup Trucks	15.01598	Anothony Silva, Dodge2500 2016	2016 Dodge 2500 4x4 Crew	3C6TR5DT7GG303830	HR
VEH	2	Pickup Trucks	15.01600	Wayne Corbin, Dodge 2500 2019	2019 Dodge 2500	3C6URSDLXKG519524	HR
VEH	2	Pickup Trucks	15.01601	Ken Athey, Dodge 2500 2019	2019 Dodge 2500	3C6URSDLXKG519507	HR
VEH	2	Pickup Trucks	15.01602	Jamar Patrick, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ3LG100268	HR
VEH	2	Pickup Trucks	15.01603	Shelby Godwin, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ5LG100269	HR
VEH	2	Pickup Trucks	15.01604	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ1LG100267	HR
VEH	2	Pickup Trucks	15.01605	Joseph Watford, Dodge2500 2020	2020 Dodge 2500	3C6URSCJ6LG100264	HR
VEH	2	Pickup Trucks	15.01606	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ8LG100265	HR
VEH	2	Pickup Trucks	15.01607	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJXLG100266	HR
VEH	2	Pickup Trucks	15.01608	Clint Peace, Dodge 2500 2020	2020 Dodge 2500	3C6UR5DL4LG116835	HR
VEH	2	Pickup Trucks	15.01609	James Decker, Dodge 2500 2020	2020 Dodge 2500	3C6UR5DL4LG140892	HR
VEH	2	Pickup Trucks	15.01610	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6UR5JL7LG116042	HR
VEH	2	Pickup Trucks	15.01611	TBD, Dodge 2500 2015	2015 Dodge 2500 4x4 Crew	3C6UR5DL0FG638446	HR
VEH	2	Pickup Trucks	15.01612	Robert Singer, Ford F250 2022	2022 Ford F250 Superduty	1FT8W2BT8NEF76000	HR
VEH	2	Pickup Trucks	15.01613	Johnny Vickers, Ford F150XL 19	2019 Ford F150 XL	1FTEW1E56KFD01662	HR
VEH	4	Sport Utility Vehicles	15.01614	Bob Flowers, Tahoe 2023	2023 Tahoe K1500	1GNSKPKD4PR169723	HR
VEH	2	Pickup Trucks	15.01615	Justin Miller, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B68NEG30739	HR
VEH	2	Pickup Trucks	15.01616	Josh Harris, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B66NEG30738	HR
VEH	2	Pickup Trucks	15.01617	Steve Jordan, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B64NEG30740	HR
VEH	2	Pickup Trucks	15.01618	Jose SanchezB, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B66NEG30741	HR
VEH	2	Pickup Trucks	15.01619	Terry Hall, Ford F150 2022	2022 Ford F150	1FTFW1ED2NFC19766	HR
VEH	2	Pickup Trucks	15.01620	Allen Anderson, Ford F150 22	2022 Ford F150	1FTFW1ED9NFC19649	HR
VEH	2	Pickup Trucks	15.01621	Frankie Morrell, FordF150 2022	2022 Ford F150	1FTFW1ED9NFC20008	HR
VEH	2	Pickup Trucks	15.01622	Steve Tate, Ford F250 2022	2022 Ford F250 Super Duty	1FT7W2B60NEF62789	HR
VEH	2	Pickup Trucks	15.01623	Seth Junkins, Ford F150 2022	2022 Ford F150	1FTFW1EDXNFC19675	HR
VEH	2	Pickup Trucks	15.01624	Tyler Hicks, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT6NEF63039	HR
VEH	2	Pickup Trucks	15.01625	Colby Corbin, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT2NEF63040	HR
VEH	2	Pickup Trucks	15.01626	Kevin Vandyke, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT4NEF63041	HR
VEH	2	Pickup Trucks	15.01627	Jacob Hamric, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BTXNEF63037	HR
VEH	2	Pickup Trucks	15.01628	Charles Piercy, Ford F150 2022	2022 Ford F150	1FTFW1ED7NFC19990	HR
VEH	2	Pickup Trucks	15.01629	Jonathan Sanders, Ford F150 22	2022 Ford F150	1FTFW1ED4NFC19669	HR
VEH	2	Pickup Trucks	15.01630	Ben Smith, Ford F150 2022	2022 Ford F150	1FTFW1EDXNFC19739	HR
VEH	2	Pickup Trucks	15.01631	Willie Eisland, Ford F150 22	2022 Ford F150	1FTFW1EDXNFC19742	HR
VEH	2	Pickup Trucks	15.01632	TBD, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT2NEG22565	HR
VEH	2	Pickup Trucks	15.01633	Armando Aguilar, Ford F250 22	2022 Ford F250 Super Duty	1FT8W2BT1NEF76002	HR
VEH	2	Pickup Trucks	15.01634	Doug Goodman, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT1NEF63038	HR
VEH	2	Pickup Trucks	15.01635	Joe Bak, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT6NEF63035	HR
VEH	2	Pickup Trucks	15.01636	Anthony Seaborn, Ford F250 22	2022 Ford F250 Super Duty	1FT7W2B6XNEF29170	HR
VEH	2	Pickup Trucks	15.01637	Woodrow Shelton, Ford F250 22	2022 Ford F250 Super Duty	1FT7W2B67NEF62790	HR

VEH	2	Pickup Trucks	15.01638	Jack Register, Ford F150 2022	2022 Ford F150	1FTFW1ED8NFC20002	HR
VEH	2	Pickup Trucks	15.01639	Garry Fitzgerald, Ford F150 22	2022 Ford F150	1FTFW1ES1NFB94559	HR
VEH	2	Pickup Trucks	15.01640	Cody Skelton, Ford F150 2022	2022 Ford F150	1FTFW1E81NFC26615	HR
VEH	2	Pickup Trucks	15.01641	TBD, Ford F150 2022	2022 Ford F150	1FTFW1ED6NFC19687	HR
VEH	2	Pickup Trucks	15.01642	Amber Evans, Ford F150 2022	2022 Ford F150	1FTFW1ED3NFC19971	HR
VEH	2	Pickup Trucks	15.01643	Randy Marchand, Ford F150 2022	2022 Ford F150	1FTFW1ED1NFC19726	HR
VEH	2	Pickup Trucks	15.01644	Calan Sefo, Ford F150 2023	2023 Ford F150	1FTFW1E57PKD45561	HR
VEH	2	Pickup Trucks	15.01645	Travis Parker, Ford F150 2022	2022 Ford F150	1FTFW1E87NKE51287	HR
VEH	2	Pickup Trucks	15.01646	Jose Manzano, Ford F150 2023	2023 Ford F150	1FTEW1EP5PFA78507	HR
VEH	2	Pickup Trucks	15.01647	Terrance Hawkins, Ford F150 23	2023 Ford F150	1FTFW1E5XPKD45506	HR
VEH	2	Pickup Trucks	15.01648	Kyle Hood, Ford F150 2023	2023 Ford F150	1FTFW1E57PKD45575	HR
VEH	2	Pickup Trucks	15.01649	Evan Dicenso, Ford F150 2023	2023 Ford F150	1TFTW1E55PFB14568	HR
VEH	2	Pickup Trucks	15.01650	Kyle Pilgrim, Ford F150 2023	2023 Ford F150	1FTFW1E52PKD40073	HR
VEH	2	Pickup Trucks	15.01651	Austin Wilson, Ford F150 2023	2023 Ford F150	1FTEX1CB9PKD46149	HR
VEH	2	Pickup Trucks	15.01652	William Seay, Ford F250 2023	2023 Ford F250	1FT8W2BA2PEC50503	HR
VEH	2	Pickup Trucks	15.01653	David Milburn, Ford F250 2023	2023 Ford F250	1FT8W2BAXPEC61815	HR
VEH	2	Pickup Trucks	15.01654	Cody Godwin, Ford F250 2023	2023 Ford F250	1FT7W2BA6PEC50502	HR
VEH	2	Pickup Trucks	15.01655	TJ Elmore, Ford F150 2023	2023 Ford F150	1FTFW1E51PFA80936	HR
VEH	2	Pickup Trucks	15.01656	Jeff Brown, Ford F250 2023	2023 Ford F250	1FT8W2BA8PEC61814	HR
VEH	2	Pickup Trucks	15.01657	Jared Hammerle, Ford F150 2023	2023 Ford F150	1FTFW1E8XPFA43183	HR
VEH	2	Pickup Trucks	15.01658	TBD, Ford F250 2023	2023 Ford F250	1FT7W2BA7PEC20649	HR
VEH	2	Pickup Trucks	15.01659	Daryle Hampton, ChevySilver 23	2023 Chevy Silverado K150	1GCUDEED5PZ269325	HR
VEH	2	Pickup Trucks	15.05000	Charles Baker, Chevy2500 2007	2007 Chevy 2500 Utility	1GBHC24D67E127324	HR
VEH	2	Pickup Trucks	15.06014	Phil Johnson,Mech Ford F550 04	Mech. Truck, Ford F550 D	1FDAF56P84EA66014	HR
VEH	2	Pickup Trucks	15.06017	MOT, Ford F550 D 2006	Ford F550 D 2006	1FDAF57PX6EB82087	HR
VEH	2	Pickup Trucks	15.06019	Mike Murphy, Cone F550 2008	2008 Ford F550 Diesel M/T	1FDAF57R18EB54022	HR
VEH	2	Pickup Trucks	15.06026	TBD MOT, GMC 2007	GMC K5500 4X4 w/ Crane 20	1GDE5C3257F415307	HR
VEH	2	Pickup Trucks	15.06027	Fukushima, Dustin - F550 2011	2011 Ford F550 4X4 w/Cran	1FDUF5HT6BEB07437	HR
VEH	2	Pickup Trucks	15.06028	Auction, Ford F550 2012	2012 Ford F550 4X4 w/Cran	1FDUF5HT3CEA98701	HR
VEH	2	Pickup Trucks	15.06030	Thade Kreitzer, Ford F550 2012	Ford F550 4X4 w/ Crane 20	1FDUF5HT7CEA98703	HR
VEH	2	Pickup Trucks	15.06031	Roberto Hernandz, F550Crane 12	2012 Ford F550 4X4 w/Cran	1FDUF5HT9CEA98704	HR
VEH	2	Pickup Trucks	15.06032	Herman Brown, F550 2012	2012 Ford F550 4X4 w/Cran	1FDUF5HT7CEC37812	HR
VEH	2	Pickup Trucks	15.06033	James Kardell,Dodge Ram5500 17	2017 Mechanic Truck	3C7WRNBL7HG677819	HR
VEH	0	On-Highway TruckS	15.06034	Michael Bronson, Ram 5500 2017	2017 Asphalt Water Truck	3C7WRMFL2HG645655	HR
VEH	0	On-Highway TruckS	15.06035	Daniel Sweeney, Dodge5500 2017	2017 Dodge Ram 5500	3C7WRMFL0HG645654	HR
VEH	2	Pickup Trucks	15.06036	Clyde Miller, Dodge Ram 2018	2018 5500 Dodge Ram	3C7WRNBL4JG110389	HR
VEH	0	On-Highway TruckS	15.06037	Kenneth Feulner, Ram 5500 2018	2018 Asphalt Water Truck	3C7WRMFL1JG151325	HR
VEH	0	On-Highway TruckS	15.06038	Walter Johnson, Ram 5500 2017	2018 Asphalt Water Truck	3C7WRMFLXJG151324	HR
VEH	2	Pickup Trucks	15.06039	Frank Morales, F550 2012	2012 Ford F550 Service Tr	1FDUF5GT2CEB23301	HR
VEH	2	Pickup Trucks	15.06040	Renae Sessler, Ford 550 2019	2019 Asphalt Water Truck	1FDOW5GT8KEF22243	HR
VEH	2	Pickup Trucks	15.06041	Kevin Esland, Ford 550 2019	2019 Asphalt Water Truck	1FDOW5GT6KEF22242	HR
VEH	2	Pickup Trucks	15.06042	Joey Lawlor, Ford F550 2019	2019 Ford F550 4X4 w/Cran	1FDUF5HT5KDA24684	HR
VEH	2	Pickup Trucks	15.06045	Voley Martin, 2014 Ford F550	2014 Ford F550	1FDUF5HT9EEB81410	HR
VEH	2	Pickup Trucks	15.06047	Tristan Huggins, FordF250 2016	2016 Ford F250	1FD7X2B66GEA40048	HR
VEH	2	Pickup Trucks	15.06048	MOT, Isuzu 2008	2008 Isuzu	JALB4W16X87400734	HR
VEH	2	Pickup Trucks	15.06049	James Kee, Peterbilt 2016	2016 Peterbilt Mech Trk	2NP2HM6X4HM431722	HR
VEH	2	Pickup Trucks	15.06050	Matthew Lake, F350 2020	2020 F350 Mech Truck	1FTRF3B60LEC59684	HR
VEH	2	Pickup Trucks	15.06052	Hunter Schrader, F550 2019	2019 F550 Mech Truck	1FDUF5HT0KEG12082	HR
VEH	2	Pickup Trucks	15.06053	Manny Morales, Ford F550 2020	2020 Ford F550	1FDUF5HT0LEE49984	HR
VEH	2	Pickup Trucks	15.06054	Nick Lynch, F550 2020	2020 Ford F550	1FDUF5HT3LEE49980	HR
VEH	2	Pickup Trucks	15.06055	Evencio Vasquez, MOT F550 2021	2021 Ford F550 Super Duty	1FD0WSHT5MEC13721	HR
VEH	2	Pickup Trucks	15.06056	Raymond Stevens Jr, F550 2018	2018 Ford F550	1FDUF5HT0JEC81468	HR
VEH	2	Pickup Trucks	15.06057	Spare, Ford F350 2006	2006 Ford F350 Service Tr	1FDWF37P06EA71199	HR
VEH	2	Pickup Trucks	15.06058	TBD, Ford F350 2008	2008 Ford F-350 Pickup	1FDWW37R08EA94762	HR
VEH	2	Pickup Trucks	15.06059	TBD, Ford F350XL 2005	2005 Ford F-350 XL Super	1FDWW37P05EC18359	HR
VEH	2	Pickup Trucks	15.06060	Shelton Russel, Ford F450XL 11	2011 Ford F-450 XL Super	1FDUF4HT4BEA92169	HR
VEH	2	Pickup Trucks	15.06062	Nick Strevels, F550 2022	2022 Ford F550 4X4 w/Cran	1FD0X5HT3NEE14306	HR
VEH	2	Pickup Trucks	15.06063	Ronnie Haught, Ford F550 2022	2022 Ford F550 TMAX1	199300	HR
VEH	2	Pickup Trucks	15.06064	TBD, Ford F550 2022	2022 Ford F550 TMAX1	199299	HR
VEH	2	Pickup Trucks	15.06065	Mike Parker, Chevy Silver 2022	2022 Chevy Silverado Mech	1HTKJPVK8NH782164	HR
VEH	0	On-Highway TruckS	15.07016	Spare, Ford F550 2006	Flatbed, Ford F-550 CC, 2	1FDAF57P26ED26053	HR
VEH	2	Pickup Trucks	15.07020	Conetruck, Chevy 3500 2005	2005 Chevy 3500 Flatbed	1GBJC34255E253645	HR
VEH	0	On-Highway TruckS	15.07043	Flatbed Dump, Interntnl 2003	2003, International Flatb	1HTMMAAN93H590925	HR
VEH	0	On-Highway TruckS	15.07046	Flat Truck, International 2003	2003 International Flat T	1HTMMAAM43HS54972	HR
VEH	2	Pickup Trucks	15.07047	Taylor Dorsett, 3500 2018	2018 Chevy 3500 Flatbed	1GB4CYCY1JF244851	HR
VEH	2	Pickup Trucks	15.07048	Isaias Santiago,Chevy 3500 18	2018 Chevy Flatbed	1GB4CYCY0JF243271	HR
VEH	2	Pickup Trucks	15.07049	Kyle Clayton, F350 Super 2017	2017 Ford F350	1FTBW3BT9HED56178	HR
VEH	0	On-Highway TruckS	15.07052	Lindsey Major, Flatbed F450 14	2014 Ford F450	1FD0W4GTXEEB09884	HR
VEH	2	Pickup Trucks	15.07054	Matthew Ramirez, F350 2015	2015 Ford F350	1FD8X3H66GEB06924	HR
VEH	2	Pickup Trucks	15.07056	Irving Marin, Chevy Silvd 2016	2016 Silverado Flatbed	1GB4CYC86GF281385	HR
VEH	2	Pickup Trucks	15.07057	TBD, Chev Silv 2016	2016 Silverado Flatbed	1GB4CYC83GF289816	HR
VEH	2	Pickup Trucks	15.07058	Wrecked, Chevy 3500 2017	2017 Silverado Flatbed 35	1GB3CYCYXHF150487	HR
VEH	0	On-Highway TruckS	15.07063	Roll Off, Peterbilt PB348 19	2019 Peterbilt Roll Off	2NP3LJ0X0KM627481	HR
VEH	0	On-Highway TruckS	15.07064	Roll Off, Mack GU813 2015	2015 Mack GU813 2015	1M2AX13C6FM028832	HR

VEH	2	Pickup Trucks	15.07065	Jeff Duarte, 2015 F350 Flatbed	2015 F350 Flatbed	1FD8W3HT0FEA71997	HR
VEH	0	On-Highway TruckS	15.07066	Flatbed w/ Dump, F750 2003	2003 F750 Flatbed with Du	3FDXF75HX3M800625	HR
VEH	2	Pickup Trucks	15.07067	MOT, GMC 5500 2005	2005 GMC 5500 Cone Trk	1GDE5C1246F404543	HR
VEH	0	On-Highway TruckS	15.07068	Water Truck, GMC 7500 2006	2006 GMC 7500 Water Tank	1GDM7C1326F405978	HR
VEH	2	Pickup Trucks	15.07070	Mitchell Schlee, FordF350 2020	2020 F350 Flatbed	1FDTRF3GT7LED57444	HR
VEH	2	Pickup Trucks	15.07071	Martin Thomas, F350 2019	2019 Ford F350	1FD8W3G68KEG57594	HR
VEH	2	Pickup Trucks	15.07072	Benjamin Walden, F350 2020	2020 Ford F350	1FD8W3HTXLED71901	HR
VEH	2	Pickup Trucks	15.07073	Howard Miller, F350 2021	Serv Trk, 2021 Ford F350	1FD8W3HT5MEC12513	HR
VEH	2	Pickup Trucks	15.07074	Jose Vasquez MOT, Ford F550 21	2021 Ford F550	1FDOW5GT3MEC85874	HR
VEH	2	Pickup Trucks	15.07075	Frank South MOT, Ford F350 21	2021 Ford F350 Super	1FD8W3HT6MEC42765	HR
VEH	2	Pickup Trucks	15.07076	Joseph Woolsey, Ford F350 2021	2021 Ford F350 Super Flat	1FD8W3HN3MEE16664	HR
VEH	2	Pickup Trucks	15.07077	Carmen S MOT, Ford F250 2021	2021 Ford F250 Super	1FT7W2B61MEE04265	HR
VEH	2	Pickup Trucks	15.07078	Dillan Zi MOT Flatbed, F350 21	2021 Ford F350 Super	1FD8W3HT5MED98344	HR
VEH	2	Pickup Trucks	15.07079	Dustin Carp MOT, Ford F350 21	2021 Ford F350 Super Flat	1FD8W3HT9MED98346	HR
VEH	2	Pickup Trucks	15.07080	Tyler Jones MOT, F350 2018	2018 Ford F350 Super	1FT8W3BT4JEB67931	HR
VEH	2	Pickup Trucks	15.07081	Felix Santiago, Ford F750 2006	2006 Ford F750 Service Tr	3FRNX75G66V298864	HR
VEH	2	Pickup Trucks	15.07082	Shop Spare, Ford F550 2009	2009 Ford F550 Service Tr	1FDAW56R69EA24160	HR
VEH	2	Pickup Trucks	15.07083	Jimmy Gonzalez, Dodge 2500 20	2020 Dodge Ram Service Tr	3C7WR5HJ6LG103713	HR
VEH	2	Pickup Trucks	15.07084	Ramon Santiago, Ford F450 2019	2019 Ford F450	1FDOW4HT6KEC16229	HR
VEH	2	Pickup Trucks	15.07085	Wilberto Santiago, FordF450 20	2015 Ford F450	1FDOW4HT3FEC31258	HR
VEH	2	Pickup Trucks	15.07087	Lawson Jackson Flatbed,F250 22	2022 Ford F250 Super	1FD7W2B67NEC34569	HR
VEH	2	Pickup Trucks	15.07088	Steven Stanley, Ford F250 2022	2022 Ford F250 Super Flat	1FD7W2B63NEC34571	HR
VEH	2	Pickup Trucks	15.07089	Craig Brown, Ford F250 2022	2022 Ford F250 Super FLat	1FD7W2B63NEC34570	HR
VEH	2	Pickup Trucks	15.07090	John ONeal, Ford F350 2016	2016 Ford F350 Flatbed	1FD8W3HT0GEB58882	HR
VEH	2	Pickup Trucks	15.07091	Jason Ward, Ford F350 2014	2014 Ford F350 Flatbed	1FD8W3HT6EEB11143	HR
VEH	2	Pickup Trucks	15.07092	David Toole, Ford F250 2022	2022 Ford F250 Flatbed	1FT7W2B62NED22451	HR
VEH	2	Pickup Trucks	15.07095	Auction, Ford F350 2006	2006 Ford F-350 XL Super	1FDWW37P46EC38194	HR
VEH	0	On-Highway TruckS	15.07096	Water Truck, Ford F450 2006	2006 Ford F-450 XL Super	1FDXF46P16ED06737	HR
VEH	0	On-Highway TruckS	15.07097	Tommy Castello, Ford F450 2006	2006 Ford F450 XL Super D	1FDXF46P16ED06740	HR
VEH	2	Pickup Trucks	15.07099	Shannon Robinson, Ford F350 22	2022 Ford F350 Super	1FT8W3BN7NEF52908	HR
VEH	2	Pickup Trucks	15.07100	Mark Conley, Ford F350 2022	2022 Ford F350 Super	1FT8W3BT3NEF98542	HR
VEH	2	Pickup Trucks	15.07101	Joey Short, Dodge Ram 5500 22	2022 Dodge Ram 5500 w/Cra	3C7WRN8L0NG346771	HR
VEH	2	Pickup Trucks	15.07102	TBD MOT, Ford F450 2022	2022 Ford F450	1FDOW4HTBNEF89339	HR
VEH	0	On-Highway TruckS	15.08010	Spare, Peterbilt 335 Lube 2007	2007 Peterbilt 335 Lube T	2NPLHZ8X17M695994	HR
VEH	0	On-Highway TruckS	15.08020	David Jones, T370 FuelTruck 17	2017 Kenworth T370 Fuel T	2NKHHJ7X1HM143542	HR
VEH	0	On-Highway TruckS	15.08022	Jon Crisino,Peterbilt 348 2015	2015 Peterbilt w/ Curry B	2NP3LJ0X1FM304935	HR
VEH	0	On-Highway TruckS	15.08024	Hurricane Lube Truck, 6500 08	2008 Sterling 6500 Lube T	2FZACGDJ88AY79483	HR
VEH	0	On-Highway TruckS	15.08025	Lube Truck, Peterbilt 2021	2021 Peterbilt Lube Truck	2NP2HJ7X0MM753085	HR
VEH	0	On-Highway TruckS	15.08026	Lube Truck, Peterbilt 2021	2021 Peterbilt Lube Truck	2NP2HJ7X6MM753088	HR
VEH	0	On-Highway TruckS	15.08027	Lube Truck, Peterbilt 337 2022	2022 Peterbilt 337 Fuel T	2NP2HJ7X1NM787537	HR
VEH	0	On-Highway TruckS	15.08028	Lube Truck, Peterbilt 2022	2022 Peterbilt 337 Lube T	2NP2HJ7X4NM793297	HR
VEH	0	On-Highway TruckS	15.08029	Lube Truck, Peterbilt 335 2008	2008 Peterbilt 335 Lube T	2NPLHN7X08M747885	HR
VEH	0	On-Highway TruckS	15.08030	Lube Truck, Peterbilt 337 2022	2022 Peterbilt 337 Lube T	2NP2HJ6X4NM800802	HR
VEH	2	Pickup Trucks	15.09003	MOT/Cone Trk, Mitsu FH11 2002	MOT/Cone Trk, Mitsu FH11	JW6CCG1G62L001048	HR
EQP	L	Aggregate Equipment	15.09004	Spare Spreader Trk, Ford 1989	1989 Ford F700 Spreader T	1FDNK74P8KVA21390	HR
VEH	O	Road Maintenance Equipmen	15.09010	Sweeper Truck 2016	2016 Elgin Sweeper Truck	1FVACXCY9GHHR3677	HR
VEH	O	Road Maintenance Equipmen	15.09011	Sweeper Truck, Elgin 2022	2022 Elgin Broombear w/Fr	4MH11820 - NHNB0867	HR
VEH	0	On-Highway TruckS	15.09012	Jeffrey Jansen, Attenuator 21	2021 Ford Attenuator Truc	1FDNF6AN8MDF03562	HR
VEH	0	On-Highway TruckS	15.20005	Water Truck, Chevy 1998	1998 Chevy Water Truck	1GBT7H4J4WJ103780	HR
VEH	0	On-Highway TruckS	15.20008	Water Truck, Sterling Water 01	2001 Sterling 8513 Water	2FZXBJCB3YAF48673	HR
VEH	0	On-Highway TruckS	15.20009	Water Truck, Peterbilt 2003	2003 Peterbilt Water Truc	2NPNLD9X33M803096	HR
VEH	0	On-Highway TruckS	15.20010	Water Truck, Peterbilt 2006	2006 Peterbilt Water Truc	2NPLLD0X26M655645	HR
VEH	0	On-Highway TruckS	15.20011	Off Rd Water Truck, Oshkosh 03	2003 Oshkosh Water Truck	10TDDAC383S076670	HR
VEH	0	On-Highway TruckS	15.20012	Water Truck, Oshkosh 2003	2003 Oshkosh Water Truck	10TDDAC383S076678	HR
VEH	0	On-Highway TruckS	15.20013	Water Truck, Freightliner 2007	2007 Freightliner Water T	1FVHCYDC87DY17317	HR
VEH	0	On-Highway TruckS	15.20016	Water Truck, Kenworth 2007	2007 Kenworth Water Truck	2NKMHO7X07M197462	HR
VEH	0	On-Highway TruckS	15.20019	Water Truck, Peterbilt 2003	2003 Peterbilt Water Truc	2NPNLD9XX3M803094	HR
VEH	0	On-Highway TruckS	15.20020	Off Rd Water Trk, Ptrblt357 95	Peterbilt 357 Watertruck,	1XPAMA0X25D359789	HR
VEH	0	On-Highway TruckS	15.20024	Water Truck, Kenworth 2017	2017 Kenworth Water Truck	3BKBLJ0DXHF140014	HR
VEH	0	On-Highway TruckS	15.20025	Water Truck, Kenworth 2014	2014 Kenworth Water Truck	2NKHHM7X9EM396511	HR
VEH	0	On-Highway TruckS	15.20026	Water Truck, International 99	1999 International	1HTSDAANOTH316892	HR
VEH	0	On-Highway TruckS	15.20027	Water Truck, International 01	International 4700 2001	1HTSCAAM11H379183	HR
VEH	0	On-Highway TruckS	15.20029	Water Truck, Chevy 1996	1996 Chevy Water Truck	1G8M7H1J6TJ107088	HR
VEH	0	On-Highway TruckS	15.20031	Scrap Water Truck, Ford 1997	1997 Ford L-8000 Water Tr	1FDYW82E4TVA15418	HR
VEH	0	On-Highway TruckS	15.20033	Water Truck, Freightliner 2021	2021 Freightliner Water T	1FVACXFB2MHHM2294	HR
VEH	0	On-Highway TruckS	15.20034	Water Truck, Ford 650XL 2006	2006 Ford F650 XL Super D	3FRNF65986V297391	HR
VEH	0	On-Highway TruckS	15.20035	Water Truck, Sterling L8500 05	2005 Sterling L8500 2000	2FWBAVDC65AN34137	HR
VEH	0	On-Highway TruckS	15.21016	Distributor, F750 2015	2015 For w/2,000 gal tank	3FRXF7FJ4FV720586	HR
VEH	0	On-Highway TruckS	15.21018	Distributor, Kenworth T370 18	2018 Kenworth TackTruck	2NKHHM7X7KM292126	HR
VEH	0	On-Highway TruckS	15.21020	Distributor,Etyner 2019	2019 Etynre Tack Truck	2NKHHM7X3KM285934	HR
VEH	0	On-Highway TruckS	15.21021	Distributor, Pete/Leeboy 2017	Pete/Leeboy 2017	2NP2HM7X5JM467147	HR
VEH	0	On-Highway TruckS	15.21022	Distributor,Etyner 2019	2019 Etynre Tack Truck	2NKHHM7X9KM246569	HR
VEH	0	On-Highway TruckS	15.21023	Spare Distributor, Etnyre 2015	2015 Etnyer Distributor	3FRXF7FJ6FV745344	HR
VEH	0	On-Highway TruckS	15.21024	Distributor, Freightliner 2013	2013 Freightliner	1FVAG08S9DHFA8993	HR

VEH	0	On-Highway TruckS	15.21025	Distributor, Kenworth T370 21	2021 Kenworth T370 Chassi	2NKHHM7X6LM407655	HR
VEH	0	On-Highway TruckS	15.21026	Distributor, Rosco 3B 2021	2021 Roscoe Distributor	2NKHHM7XXKM291021	HR
VEH	0	On-Highway TruckS	15.21027	Distributor, Leeboy 2021	2021 Leeboy Max 3B Distri	2NKHHM7X4LM393626	HR
VEH	0	On-Highway TruckS	15.21028	Distributor, Etyner 2021	2021 Etnyre w/ 22 Kenwort	2NKHHM7X3NM470201	HR
VEH	0	On-Highway TruckS	15.21029	Distributor, Etyner 2021	2021 Etnyre w/ 22 Kenwort	2NKHHM7X1NM495162	HR
VEH	0	On-Highway TruckS	15.21030	Distributor, GMC C7500 2002	2002 GMC C7500 w Rosco Ma	1GDM7H1C02J515187	HR
VEH	0	On-Highway TruckS	15.21031	Distributor, Peterbilt 337 19	2019 Peterbilt 337 w/ Ros	2NP2HM7X4KM607352	HR
VEH	0	On-Highway TruckS	15.21032	Distributor, Int 7300 2003	2003 Int 7300 Distributor	1HTEAAAN53J060882	HR
VEH	0	On-Highway TruckS	15.21033	Distributor, Etyner T380 2023	2023 Etnyre w/ 22 Kenwort	2NK4HM7X4PM235467	HR
VEH	0	On-Highway TruckS	15.21034	Distributor, Leeboy Max3B 22	2022 Leeboy Max3B Distrib	2NPMHM7X4PM826022	HR
HVH	0	On-Highway TruckS	15.25031	Dump Truck, Kenworth T800 2003	2003 Kenworth T800 Dump T	1NKDXBTX63J384364	HR
HVH	0	On-Highway TruckS	15.25048	Dump Truck, Kenworth T800 2006	2006 Kenworth T800 Dump T	1NKDLBOX36J159405	HR
HVH	0	On-Highway TruckS	15.25051	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02C76M003526	HR
HVH	0	On-Highway TruckS	15.25052	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02C16M003618	HR
HVH	0	On-Highway TruckS	15.25054	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02CX6M003620	HR
HVH	0	On-Highway TruckS	15.25056	Dump Truck, Kenworth T800 2006	2006 Kenworth T800 Dump T	1NKDLBOX76J159407	HR
HVH	0	On-Highway TruckS	15.25058	Dump Truck, Kenworth T800 2007	2007 Kenworth T800 Dump T	1NKDLBOX77J208316	HR
HVH	0	On-Highway TruckS	15.25065	Dump Truck, Peterbilt 367 2008	2008 Peterbilt 367 Dump T	1NPTLBEX68N764612	HR
HVH	0	On-Highway TruckS	15.25084	Dump Truck, Peterbilt 367 2009	2009 Peterbilt 367 Dump T	1NPTLBEX590792148	HR
HVH	0	On-Highway TruckS	15.25086	Dump Truck, Peterbilt 367 2009	2009 Peterbilt 367 Dump T	1NPTLBEX39D792150	HR
HVH	0	On-Highway TruckS	15.25087	Dump Truck, Mack GU813 2009	2009 Mack GU813 Dump Truc	1M2AK13C09M008595	HR
HVH	0	On-Highway TruckS	15.25094	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX4JJ212338	HR
HVH	0	On-Highway TruckS	15.25095	Dump Truck,Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX6JJ212339	HR
HVH	0	On-Highway TruckS	15.25096	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX2JJ212340	HR
HVH	0	On-Highway TruckS	15.25097	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX4JJ212341	HR
HVH	0	On-Highway TruckS	15.25098	Dump Truck,Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX6JJ212342	HR
HVH	0	On-Highway TruckS	15.25099	Dump Truck,Kenworth T800 2018	2018 Kenworth, T800 Dump	1NKDX4EX8JJ212343	HR
HVH	0	On-Highway TruckS	15.25100	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX0KR302511	HR
HVH	0	On-Highway TruckS	15.25101	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX2KR302512	HR
HVH	0	On-Highway TruckS	15.25102	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX4KR302513	HR
HVH	0	On-Highway TruckS	15.25103	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX6KR302514	HR
HVH	0	On-Highway TruckS	15.25104	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX8KR302515	HR
HVH	0	On-Highway TruckS	15.25105	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX3RK302518	HR
HVH	0	On-Highway TruckS	15.25106	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX5KR302519	HR
HVH	0	On-Highway TruckS	15.25107	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EXXKR302516	HR
HVH	0	On-Highway TruckS	15.25108	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX1KR302520	HR
HVH	0	On-Highway TruckS	15.25109	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX1KR302517	HR
HVH	0	On-Highway TruckS	15.25110	Dump Truck, Volvo 2006	2006 Volvo Dump Truck	4V5KC9GH56N417514	HR
HVH	0	On-Highway TruckS	15.25111	Dump Truck, Peterbilt 567 2016	2016 Peterbilt Dump Truck	1NPCX7EX7GD369070	HR
HVH	0	On-Highway TruckS	15.25112	Dump Truck, International 1991	1991 International Dump T	1HTSAZRN1MH352989	HR
HVH	0	On-Highway TruckS	15.25113	Dump Truck, Mack GU713 2012	2012 Mack GU713	1M2AX04C5CM012822	HR
HVH	0	On-Highway TruckS	15.25114	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X9ED233664	HR
HVH	0	On-Highway TruckS	15.25115	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70XXED233665	HR
HVH	0	On-Highway TruckS	15.25116	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X7ED233663	HR
HVH	0	On-Highway TruckS	15.25117	Dump Truck, Mack GU713 2017	2017 Mack GU713	1M2AX13C5HM036987	HR
HVH	0	On-Highway TruckS	15.25118	Dump Truck, Mack GU713 2017	2017 Mack GU713	1M2AX13C9HM036989	HR
HVH	0	On-Highway TruckS	15.25119	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C6FM028829	HR
HVH	0	On-Highway TruckS	15.25120	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C2FM028830	HR
HVH	0	On-Highway TruckS	15.25121	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C4FM028831	HR
HVH	0	On-Highway TruckS	15.25122	Totaled Dump Truck, Mack 2018	2018 Mack GU713	1M2AX07C5JM040046	HR
HVH	0	On-Highway TruckS	15.25123	Dump Truck, Mack GU713 2018	2018 Mack GU713	1M2AX07C9JM040051	HR
HVH	0	On-Highway TruckS	15.25124	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDX4EX7LF423521	HR
HVH	0	On-Highway TruckS	15.25125	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDX4EX9LF423522	HR
HVH	0	On-Highway TruckS	15.25126	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EX6NJ482473	HR
HVH	0	On-Highway TruckS	15.25127	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EX8NJ482474	HR
HVH	0	On-Highway TruckS	15.25128	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EXXNJ482475	HR
HVH	0	On-Highway TruckS	15.25129	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4TX6MJ461558	HR
HVH	0	On-Highway TruckS	15.25130	Dump Truck, Peterbilt 567 2021	2021 Peterbilt 567	1NPCX4EX1MD741237	HR
HVH	0	On-Highway TruckS	15.25131	Dump Truck, Volvo VHD84 2018	2018 Volvo VHD84	4V5K99EH7JN887215	HR
HVH	0	On-Highway TruckS	15.25132	Dump Truck, Kenworth T440 2018	2018 Kenworth T440	1NKBXJEX6JJ182197	HR
HVH	0	On-Highway TruckS	15.25133	Dump Truck, Kenworth T440 2018	2018 Kenworth T440	3BKBXJEX5JF218332	HR
HVH	0	On-Highway TruckS	15.25134	Dump Truck, Kenworth T440 2017	2017 Kenworth T440	1NKBXJEX3HJ177159	HR
HVH	0	On-Highway TruckS	15.25135	Dump Truck, Peterbilt 367 2016	2016 Peterbilt 367	1NPTX4EX8GD350784	HR
HVH	0	On-Highway TruckS	15.25136	Dump Truck, Mack CV713 2005	2005 Mack CV713	1M2AG11CX5M022937	HR
HVH	0	On-Highway TruckS	15.25137	Dump Truck, Kenworth T880 2022	2022 Kenworth T880	1NKZX4EX5NJ132574	HR
HVH	0	On-Highway TruckS	15.25138	Dump Truck, Peterbilt 567 2017	2017 Peterbilt 567	1NPCXPEX6HD408653	HR
HVH	0	On-Highway TruckS	15.25139	Dump Truck, MACK GU713 2018	2018 Mack GU713	1M2AX07C7JM037102	HR
HVH	0	On-Highway TruckS	15.25140	Dump Truck, MACK GU713 2018	2018 Mack GU713	1M2AX07C5JM037101	HR
HVH	0	On-Highway TruckS	15.25142	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT0LN403828	HR
HVH	0	On-Highway TruckS	15.25143	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT0LN399750	HR
HVH	0	On-Highway TruckS	15.25144	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT2LN399751	HR
HVH	0	On-Highway TruckS	15.25145	Dump Truck, Int HX620 2021	2021 International HX620	3HTDTAPT1MN256288	HR
HVH	0	On-Highway TruckS	15.25146	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X9KJ217216	HR
HVH	0	On-Highway TruckS	15.25147	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X7KJ217215	HR

HVH	0	On-Highway Trucks	15.25148	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X1KJ217212	HR
HVH	0	On-Highway Trucks	15.25149	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X2KJ217218	HR
HVH	0	On-Highway Trucks	15.25150	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X0KJ217217	HR
HVH	0	On-Highway Trucks	15.25151	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X5KJ217214	HR
HVH	0	On-Highway Trucks	15.25152	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDL40X3LF385840	HR
HVH	0	On-Highway Trucks	15.25154	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX5PJ259569	HR
HVH	0	On-Highway Trucks	15.25155	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX1PJ259570	HR
HVH	0	On-Highway Trucks	15.25156	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX3PJ259571	HR
HVH	0	On-Highway Trucks	15.25157	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX5PJ259572	HR
HVH	0	On-Highway Trucks	15.25158	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX7PJ259573	HR
HVH	0	On-Highway Trucks	15.25159	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX2PJ259576	HR
HVH	0	On-Highway Trucks	15.25160	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX9PJ259574	HR
HVH	0	On-Highway Trucks	15.25161	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX0PJ259575	HR
HVH	0	On-Highway Trucks	15.25162	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX4PJ259577	HR
HVH	0	On-Highway Trucks	15.25163	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV3PLUE5328	HR
HVH	0	On-Highway Trucks	15.25164	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV1PLUE5330	HR
HVH	0	On-Highway Trucks	15.25165	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV5PLUE5329	HR
HVH	0	On-Highway Trucks	15.25166	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV3PLUE5331	HR
HVH	0	On-Highway Trucks	15.25167	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV5PLUE5332	HR
HVH	0	On-Highway Trucks	15.25168	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV7PLUE5333	HR
HVH	0	On-Highway Trucks	15.25169	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV9PLUE5334	HR
HVH	0	On-Highway Trucks	15.25170	Dump Truck, Mack GR84B 2023	2023 Mack GR84B Dump Truc	1M2GR2NCXPM004039	HR
HVH	0	On-Highway Trucks	15.25171	Dump Truck, Mack GR84B 2023	2023 Mack GR84B Dump Truc	1M2GR2NC6PM004040	HR
HVH	0	On-Highway Trucks	15.25172	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NCXPM003592	HR
HVH	0	On-Highway Trucks	15.25173	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC8PM003591	HR
HVH	0	On-Highway Trucks	15.25174	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC8PM003588	HR
HVH	0	On-Highway Trucks	15.25175	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC6PM003587	HR
HVH	0	On-Highway Trucks	15.25176	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC4PM003586	HR
HVH	0	On-Highway Trucks	15.25177	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC2PM003585	HR
HVH	0	On-Highway Trucks	15.25178	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NCXPM003589	HR
HVH	0	On-Highway Trucks	15.25179	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC1PM003593	HR
HVH	0	On-Highway Trucks	15.25180	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC6PM003590	HR
EQP	0	On-Highway Trucks	15.25181	Dump Truck, Kenworth T880 2024	2024 Kenworth T880		HR
EQP	0	On-Highway Trucks	15.25182	Dump Truck, Kenworth T880 2024	2024 Kenworth T880		HR
HVH	0	On-Highway Trucks	15.29001	Concrete Truck, 132 AGG 2018	2018 CNVYR 132 AGG BIN	1M2GR2GC4KM006973	HR
HVH	0	On-Highway Trucks	15.29002	Cement Silo, CT 200LP 2018	2018 CT 200LP Silo	30963KNG	HR
HVH	0	On-Highway Trucks	15.29003	Mixer, Advanced Mixer 2004	2004 Advanced Mixer	5DG8AC4T340010094	HR
HVH	0	On-Highway Trucks	15.29006	GK Mixer, Phoenix Mixer 2017	2017 Phoenix Mixer	1Z9M8GK47HV162477	HR
HVH	0	On-Highway Trucks	15.29007	GK Mixer, Phoenix Mixer 2019	2019 Phoenix Mixer	1Z9M8GK42KV161258	HR
HVH	0	On-Highway Trucks	15.29008	Mixer, Advanced Mixer 2014	2014 Advanced Mixer	5DG8AD4T6E0012848	HR
HVH	0	On-Highway Trucks	15.29009	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	10TAFLGF6LS801261	HR
HVH	0	On-Highway Trucks	15.29010	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	10TAFLGF4LS801260	HR
HVH	0	On-Highway Trucks	15.29011	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	10TAFLGF3NS819607	HR
HVH	0	On-Highway Trucks	15.29012	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	10TAFLGF1NS819606	HR
VEH	0	On-Highway Trucks	15.30021	Tractor Trk,Peterbilt 378 2005	2005 Peterbilt 378 Tracto	1XPFP8TX35N860896	HR
VEH	0	On-Highway Trucks	15.30027	Tractor Trk,T8008 2017	2017 Kenworth T8008 TR	1XKDD49X9HJ140989	HR
VEH	0	On-Highway Trucks	15.30028	Tractor Truck Kenworth 2016	T800 - White	1XKDP4TX7GJ493875	HR
VEH	0	On-Highway Trucks	15.30029	Tractor Truck Kenworth 2018	T800- White	1XKDD49XXJJ223935	HR
VEH	0	On-Highway Trucks	15.30030	Tractor Trk, Peterbilt 388 13	2013 Peterbilt 388	1XPWP4EX9DD178845	HR
VEH	0	On-Highway Trucks	15.30032	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X6LF424237	HR
VEH	0	On-Highway Trucks	15.30033	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X8LF424238	HR
VEH	0	On-Highway Trucks	15.30034	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X4LF424236	HR
VEH	0	On-Highway Trucks	15.30035	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X2LF424235	HR
VEH	0	On-Highway Trucks	15.30036	Tractor Trk, Kenworth T880 18	2018 KW T880	1XKZP4EX5JJ193844	HR
VEH	0	On-Highway Trucks	15.30037	GCT Tractor Trk Kenworth 2022	2022 Kenworth Tractor	1XKZD49X7NJ482880	HR
VEH	0	On-Highway Trucks	15.30038	Tractor Truck Kenworth 2022	2022 Kenworth Tractor	1XKZP4TX5NJ478620	HR
VEH	0	On-Highway Trucks	15.30039	Tractor Truck, Peterbilt 2016	2016 Peterbilt 389	1XPXD40X1GD315379	HR
VEH	0	On-Highway Trucks	15.30040	Tractor Trk, Peterbilt 389 22	2022 Peterbilt 389	1XPXP4EX5ND798162	HR
VEH	0	On-Highway Trucks	15.30041	Tractor Trk, Mack PI64T 2019	2019 Mack PI64T	1M1PN4GY9KM003283	HR
VEH	0	On-Highway Trucks	15.30042	Tractor Trk, Mack GR64FT 2019	2019 Mack GR64FT 8x4	1M1GR4GY2KM004943	HR
VEH	L	Aggregate Equipment	15.36001	Dump Trailer, Hardee 1996	1996 Hardee Dump Trailer	1H9ACD622T4127138	HR
VEH	1	On-Highway Trailers	15.36015	Flatbed Trailer, Bama 1955	1955 Bama Flatbed Trailer	2331	HR
VEH	1	On-Highway Trailers	15.36016	Van Trailer, Great Dane 1977	1977 Great Dane Van Trail	83554	HR
VEH	1	On-Highway Trailers	15.36017	Van Trailer, Great Dane 1990	1990 Great Dane Trailer	1GRAA9622LB097022	HR
VEH	1	On-Highway Trailers	15.36018	Van Trailer, Pines 1991	1991 Pines Van Trailer	1PNV48252MKB41566	HR
VEH	1	On-Highway Trailers	15.36019	Van Trailer, Gindy 40' 1974	1974 40' Gindy Van Traile	108335-E	HR
VEH	1	On-Highway Trailers	15.36020	Van Trailer, Trailmobile 1965	1965 Trailmobile Van Trai	A31DIAADB15336	HR
EQP	1	On-Highway Trailers	15.36026	Lowboy Trailer, TrailKing 2009	2009 TrailKing 70RG Lowbo	1TKS0532X9B128470	HR
EQP	1	On-Highway Trailers	15.36028	Lowboy Trailer, Talbert 2017	2017 Talbert Lowboy	40FSKS437H1035576	HR
EQP	1	On-Highway Trailers	15.36035	2009 Lowboy Booster, Trail Kg	Trail Kg Lowboy Booster,	1TKS005169B128697	HR
EQP	1	On-Highway Trailers	15.36036	Asphalt Lowboy Trailer	LB3S-33CS Lowboy	5JYLB352XGP161641	HR
EQP	1	On-Highway Trailers	15.36037	Lowboy Trailer, EagerBeaver 19	Eager Beaver 2019	1125E246KL083743	HR
EQP	1	On-Highway Trailers	15.36038	Lowboy Trailer, Globe 2008	2008 Globe Lowboy Trailer	1G9BN50348B336595	HR
EQP	1	On-Highway Trailers	15.36040	Lowboy Trailer, TrailKing 2001	Trail King TK110 2001	1TKJ049301M115421	HR

EQP	1	On-Highway Trailers	15.36042	Lowboy Trailer, Etnyre 2017	2017 Etnyre Lowboy	1E9323325HE111244	HR
VEH	1	On-Highway Trailers	15.36043	Trailer, Water Tank Belshe 05	2005 Belshe Water Tank Tr	16JF0121651040774	HR
EQP	1	On-Highway Trailers	15.36044	Lowboy Trailer, Towmaster 2020	Towmaster Lowboy Trailer	4KNFF5322LL161551	HR
EQP	1	On-Highway Trailers	15.36045	Lowboy Trailer, EagerBeaver 21	2021 Eager Beaver Trailer	112SE5530ML085052	HR
EQP	1	On-Highway Trailers	15.36046	Lowboy Trailer, ProLine 2013	2013 ProLine DG50	5SPDG4939DW000009	HR
EQP	1	On-Highway Trailers	15.36047	Lowboy Trailer,Kaufman DP55 19	2019 Kaufman DP55	1K9FR4238KB367144	HR
EQP	1	On-Highway Trailers	15.36048	Lowboy Trailer,Kaufman DP55 19	2019 Kaufman DP55	1K9FR4230KB367039	HR
EQP	1	On-Highway Trailers	15.36049	Lowboy Trailer, EagleBeaver 22	Lowboy Trailer	112SE246XNL086169	HR
EQP	1	On-Highway Trailers	15.36050	Lowboy Trailer, EagleBeaver 22	EagleBeaver 50GSL-PT	112SE2461NL086321	HR
EQP	1	On-Highway Trailers	15.36051	Lowboy Trailer, Etnyre 22	2022 Etnyre Lowboy Traile	Q33457	HR
VEH	1	On-Highway Trailers	15.40002	Paint Trailer, Crosley 1995	1995 Crosley Paint Traile	CTLLM5100SS006720	HR
VEH	1	On-Highway Trailers	15.40003	Trailer, Asphalt Roller Yellow	Asphalt Roller Trailer Ye	FLT7433C	HR
VEH	1	On-Highway Trailers	15.40005	Trailer, MOT Cone Red Pipercub	MOT Cone Trailer Red Pipe	125846	HR
VEH	1	On-Highway Trailers	15.40007	Trailer, Tiger Line Tag	Tiger Line Tag Trailer	31199	HR
VEH	1	On-Highway Trailers	15.40008	Trailer, Cargo Pace Amer. 2000	2000 Pace AMerican Cargo	4FPUB162XYG047222	HR
VEH	1	On-Highway Trailers	15.40009	Trailer, Cargo Pace Amer. 2000	2000 Pace American Cargo	4FPUB1621YG047223	HR
EQP	1	On-Highway Trailers	15.40010	Trailer, Liq Ash Etnyre 7k gal	1998 Etnyre Liq Asph Trlr	1E9T43201WE007065	HR
VEH	1	On-Highway Trailers	15.40013	Trailer, Cargo Pace Amer. 2003	2003 Pace AMerican Cargo	4FPUB12253G077789	HR
VEH	1	On-Highway Trailers	15.40014	Trailer, Home Made Util 2003	2003 Home Made Utility Tr	NOVIN0200363639	HR
VEH	1	On-Highway Trailers	15.40015	Trailer, Home Made Util 2003	2003 Home Made Utility Tr	NOVIN0200402373	HR
VEH	1	On-Highway Trailers	15.40017	Trailer, Pace Amer Util 2005	2005 Pace Amer Utility Tr	4FPUB12225G095363	HR
VEH	1	On-Highway Trailers	15.40018	Trailer, Utility 2000	2000 Utility Trailer	1TTAG5128Y1020052	HR
VEH	1	On-Highway Trailers	15.40019	Trailer, Utility 1997	1997 Utility Trailer	NOVIN000083786246	HR
VEH	1	On-Highway Trailers	15.40020	Trailer, Utility 2000	2000 Utility Trailer	NOVIN0200213762	HR
VEH	1	On-Highway Trailers	15.40021	Trailer, Utility 1999	1999 Utility Trailer	4466	HR
VEH	1	On-Highway Trailers	15.40023	Trailer, Utility 2003	2003 Utility Trailer	2810	HR
VEH	1	On-Highway Trailers	15.40024	Trailer, Anderson Utility 2006	2006 Anderson Utility Tra	4YNBN12106C039466	HR
VEH	1	On-Highway Trailers	15.40026	Roller Trailer 2006 7 X 18	7X18 Asphalt Roller Trlr,	FSRR0A0671834363	HR
VEH	1	On-Highway Trailers	15.40027	2004 Alkota 5355J Presser Wash	Alkota 5355J P Washer,200	5ETUS122Y20042302	HR
VEH	1	On-Highway Trailers	15.40028	2004 Alkota 4355H Presser Wash	Alkota 4355H P Washer,200	5ETUS102Y20042303	HR
EQP	L	Aggregate Equipment	15.40029	2001, Cargo Mate Sewer Video	Cargo Mate Sewer Video	4X4TSE2191U200373	HR
VEH	1	On-Highway Trailers	15.40031	2007,Kodiak 7X16 Cargo Trailr	Kodiak 7x16 Cargo Trailer	16HPB16257G086003	HR
VEH	1	On-Highway Trailers	15.40032	2006,5X10 Trailr	5x10 Trailer,2006	1TTAG510664890831	HR
VEH	1	On-Highway Trailers	15.40033	2005,6X14 Anderson Cone Trailr	Anderson Con6x14 Trailer	4YNBN14275C034950	HR
VEH	1	On-Highway Trailers	15.40034	Trailer, Leeboy Tack 2006	2006 Leeboy Tack Trailer	1B9DS152760309016	HR
VEH	1	On-Highway Trailers	15.40035	2007 Straight Edge Trailer	Straight Edge Trailer,200	1487732	HR
VEH	1	On-Highway Trailers	15.40036	Trailer, 6X16 Cone 2005	2005 6X16 Cone Trailer	4YNBN16265C036251	HR
VEH	1	On-Highway Trailers	15.40037	Trailer,Custom Built Gn 1998	1998 Customer Built GN Tr	1C9WU2521VS678196	HR
VEH	1	On-Highway Trailers	15.40038	Alkolta Pressure Washer 2007	2007 Alkolta Pressure WTr	5ETUS122Y20073463	HR
VEH	1	On-Highway Trailers	15.40039	2005 6X16 AndersonCone Trailer	Black Dual Axle	4YNBN16285C030337	HR
VEH	L	Aggregate Equipment	15.40040	2007 Austin Machine	Works Straight Edge Trail	1487760	HR
VEH	1	On-Highway Trailers	15.40041	2007 Pace America	Pace Enclosed Trailer	4FPWB20267G123380	HR
VEH	1	On-Highway Trailers	15.40042	2007 Alkota Tailer	Pressure Washer Trailer	5ETUS122Y20073537	HR
VEH	1	On-Highway Trailers	15.40043	Trailer, Portable Tank 500 gal	Portable Onsite Fuel Tank	1F98U081971329121	HR
VEH	1	On-Highway Trailers	15.40046	Trailer, Haum Trialer 2008	2008 Haum Trailer	16HPB16228G092343	HR
VEH	1	On-Highway Trailers	15.40047	2006 Anderson Trailer	Anderson Trailer	4YNBN16276C037426	HR
VEH	1	On-Highway Trailers	15.40049	Trailer, A-OK Cargo Trialer 04	2004 A-OK Cargo Trailer	5C7EE16274D00075	HR
VEH	1	On-Highway Trailers	15.40050	Trailer, Anderson Trailer 2006	2006 Anderson Trailer	4YNBN12146C039079	HR
VEH	1	On-Highway Trailers	15.40055	Trailer, Redihaul 500 Gal 1998	1998 Redihaul 500 Gal Tra	47SS14ZTTV1013008	HR
VEH	1	On-Highway Trailers	15.40078	2000 Straight Edge Trailer	Straight Edge Trailer, 20	NOVIN0200213765	HR
VEH	1	On-Highway Trailers	15.40083	1999 7x16 Pace Encls Trail	Pace 7X16 Encls Trail,199	40LWB241XP053183	HR
VEH	1	On-Highway Trailers	15.40084	Big Tex Core Rig 2007	Big Tex Black Core Rig, 2	16VAX101772A84984	HR
VEH	1	On-Highway Trailers	15.40085	2007 7x16 For Riv Encls Trail	For Riv Conti Encls Trail	5NHUTW01X7U32417	HR
VEH	1	On-Highway Trailers	15.40086	2008 7x16 Haulmark Trail	Haulmark 7X16 Trail,2008	16HPB16248G092344	HR
VEH	1	On-Highway Trailers	15.40089	Straight Edge Trailer 2009	2009 Straight Edge Traile		HR
VEH	1	On-Highway Trailers	15.40095	Trailer, Ditch WRch 1087	1987 Ditch Witch Trailer	1DS0000FXH17D1262	HR
VEH	1	On-Highway Trailers	15.40097	Homemade Trailer 1999	1999 Homemade Trailer	NOVIN0200014449	HR
VEH	1	On-Highway Trailers	15.40098	MOT Trailer 2006	2006 MOT Trailer	NOVIN0200050565	HR
VEH	1	On-Highway Trailers	15.40099	Enclosed Utility Trailer 2007	2007 Enclosed Utility Tra	4YMCL121X7G276491	HR
VEH	1	On-Highway Trailers	15.40100	Rdmaster Enclosed Trailer 2003	2003 Rdmaster Enclosed Tr	5DT211F2431008864	HR
VEH	1	On-Highway Trailers	15.40101	Trailer, Iron Dog Util 2002	2002 Iron Dog Utility Tra	5FELS16262C009502	HR
VEH	1	On-Highway Trailers	15.40102	Triple Crown Trailer 2014	6x16 Black Utility	1XNU616T8E1049656	HR
VEH	1	On-Highway Trailers	15.40104	Miscealaneous Trailer	18' x 1.2 Freeport	5THBG182XHC000119	HR
VEH	1	On-Highway Trailers	15.40105	2016 Blower Trailer	Blower Trailer 2016	4YNBN1011GC079740	HR
VEH	1	On-Highway Trailers	15.40106	2017 Elite Trailer	Elite Trailer 2017	5TH8G2029HC000131	HR
VEH	1	On-Highway Trailers	15.40108	Trailer,2018 Triple Crown	7x18 Utility Trailer	57BWG7187J1519297	HR
VEH	1	On-Highway Trailers	15.40109	Trailer, 2018 Trimax	2018 Trimax Trailer	1XNU612T1J1084006	HR
VEH	L	Aggregate Equipment	15.40110	Dump Trailer, 2018 IronDog	2018 IronDog Dump Trailer	1Z9CD1429JC524567	HR
VEH	1	On-Highway Trailers	15.40111	Trailer, Elite 2019	2019 Elite Traile	5TH8F1624K1006804	HR
VEH	1	On-Highway Trailers	15.40112	Trailer, Utility	2019 Utility Landscape	4YMBU0913KG021862	HR
VEH	1	On-Highway Trailers	15.40113	Trailer, Leeboy Tack 2008	2008 Leeboy Tack Trailer	1B9AA142691309561	HR
VEH	1	On-Highway Trailers	15.40114	Trailer, Aero Tack Sprayer 89	1989 Aero Tack Sprayer	1264	HR
VEH	1	On-Highway Trailers	15.40115	Trailer, CTRA Core 2010	2010 CTRA Core Trailer	4YMUL0613AG122091	HR
VEH	1	On-Highway Trailers	15.40116	Trailer, Rolling Straight Edge	2010 Rolling Straight Edg	NOVIN0200922913	HR

VEH	1	On-Highway Trailers	15.40117	Trailer, Tilt Trailer 2011	2011 Tilt Trailer	5VGFD2228BL001814	HR
VEH	1	On-Highway Trailers	15.40118	Trailer, Tripler Crown 2013	2013 Tripler Crown Traile	1XNC18107D1041188	HR
VEH	1	On-Highway Trailers	15.40119	Trailer, Tilt 2014	2014 Tilt Trailer	5VGFD2224EL001846184	HR
VEH	1	On-Highway Trailers	15.40120	Service Trailer, Lark 2016	2016 Lark Enclosed Traile	SRTBE1625GD049429	HR
VEH	1	On-Highway Trailers	15.40121	Trailer, Kaufman 2017	2017 Kaufman Trailer	5VGAP3039JL005883	HR
VEH	1	On-Highway Trailers	15.40123	Trailer, Elite 16ft 2019	2019 Elite Heavy Equipmen	5THBG162XKL007114	HR
VEH	1	On-Highway Trailers	15.40124	Trailer, TrailKing 1999	TrailKing Trailer 1999	1TKS00514X8058338	HR
VEH	1	On-Highway Trailers	15.40126	Trailer, Leeboy 2005	Leeboy L500T 2005	1B9DS15225D309178	HR
VEH	1	On-Highway Trailers	15.40127	Trailer, Leeboy 1999	Leeboy L500T 1999	NOVIN0200313262	HR
VEH	1	On-Highway Trailers	15.40128	Trailer, DMB 2005	DMB 7x20 EQ 2005	1D907X2078D536264	HR
VEH	1	On-Highway Trailers	15.40129	Trailer, Load Trail 2010	Load Trail 2010	4ZECH2023A1072787	HR
VEH	1	On-Highway Trailers	15.40130	Trailer, Triple Crown 2016	Triple Crown 2016	1XNHD5X81G1069405	HR
VEH	1	On-Highway Trailers	15.40131	Trailer, RORU 2017	RORU Trailer 2017	1Z9BE2023HF147604	HR
VEH	1	On-Highway Trailers	15.40132	Trailer, RORU 2017	RORU Trailer 2017	1Z9BE2020FH147625	HR
VEH	1	On-Highway Trailers	15.40133	Trailer, Elite 16ft 2019	2019 Elite Heavy Equipmen	5THBG1623KL007245	HR
VEH	1	On-Highway Trailers	15.40134	Trailer, PJ Dump 2020	2020 PJ Dump Trailer	4P5DL1420L1315654	HR
VEH	1	On-Highway Trailers	15.40135	Trailer, Pin Black 2000	2000 Pin Black	BTM5UT19989904909	HR
VEH	1	On-Highway Trailers	15.40136	Trailer, Tilt Bed 2013	2013 Tilt Bed	4YNBN1824DC068742	HR
VEH	1	On-Highway Trailers	15.40137	Trailer, Homemade 2009	2009 Homemade	ITTRH718581504839	HR
VEH	1	On-Highway Trailers	15.40138	Trailer, Homemade 2014	2014 Homemade	16VEX1827E3H17313	HR
VEH	1	On-Highway Trailers	15.40139	Trailer, Straight Edge	Straight Edge	NOVIN0200530839	HR
VEH	1	On-Highway Trailers	15.40140	Trailer, Straight Edge	Straight Edge Red	NOVIN0200801727	HR
VEH	1	On-Highway Trailers	15.40141	Trailer, Dump 2016	Dump Trailer 2016	AL020116IT	HR
VEH	1	On-Highway Trailers	15.40142	Trailer, Homemade 2000	Homemade Grill 2000	NOVIN0200722668	HR
VEH	1	On-Highway Trailers	15.40143	Trailer, Utility 2014	Utility 2014	AL021014IT	HR
VEH	1	On-Highway Trailers	15.40144	Trailer, Box Trailer 1994	Box Trailer 1994	NOVIN0200267551	HR
VEH	1	On-Highway Trailers	15.40145	Trailer, Utility 1997	Utility 1997	NOVIN0200530828	HR
VEH	1	On-Highway Trailers	15.40146	Trailer, Flatbed 1977	1977 Flatbed	NOVIN0200532321	HR
VEH	1	On-Highway Trailers	15.40147	Trailer, Utility 1997	1997 Utility Trailer	NOVIN0200532322	HR
VEH	1	On-Highway Trailers	15.40148	Trailer, Straight Edge Green	Straight Edge Green	NOVIN0200530761	HR
VEH	1	On-Highway Trailers	15.40149	Trailer, Homemade 2006	2006 Homemade	NOVIN0200530758	HR
VEH	1	On-Highway Trailers	15.40150	Trailer, Utility Trailer 1995	1995 Utility	NOVIN0200121301	HR
VEH	1	On-Highway Trailers	15.40151	Trailer, Homemade	Homemade MOT	NOVIN0200797432	HR
VEH	1	On-Highway Trailers	15.40152	Trailer,Water Tank	Water TAnk Trailer	NOVIN0200532313	HR
VEH	1	On-Highway Trailers	15.40153	Trailer, Triple Crown 2020	2020 Triple Crown Trailer	1XNBU1621L1105860	HR
VEH	1	On-Highway Trailers	15.40154	Trailer, Triple Crown 2020	2020 Triple Crown Trailer	1XNBU1623L1105861	HR
VEH	1	On-Highway Trailers	15.40155	Trailer, Rolling Straight Edge	2020 Rolling Straight Edg	7689A	HR
VEH	1	On-Highway Trailers	15.40156	Trailer, Elite Dump 2020	2020 Elite Dump Trailer	5THBRM42LL007744	HR
VEH	1	On-Highway Trailers	15.40158	Pressure Washer, North Star 20	2020 North Star 157595	4K1PT4C17LK008308	HR
VEH	1	On-Highway Trailers	15.40159	Trailer, Welding Carry-On 2021	2021 Carry-On Trailer for	4YMBU0818MG087750	HR
VEH	1	On-Highway Trailers	15.40160	Trailer, Triple Crown 2021	2021 Triple Crown Trailer	1XNBU101XM1123887	HR
VEH	1	On-Highway Trailers	15.40161	Trailer, Leeboy L200 2002	2002 Leeboy L200	1B9D5091150309748	HR
VEH	1	On-Highway Trailers	15.40162	Trailer, Leeboy L300 2020	2020 Leeboy L300	1B9BT1218L1309006	HR
VEH	1	On-Highway Trailers	15.40163	Trailer, CTS Dump 2016	2016 CTS End Dump Trailer	5TU343029GS000655	HR
VEH	1	On-Highway Trailers	15.40164	Trailer, Big Tex Dump 2020	2020 Big Tex End Dump Tra	16VDX1625L5031185	HR
VEH	1	On-Highway Trailers	15.40165	Trailer, Big Tex Dump 2016	2016 Big Tex End Dump Tra	16VDX1421G5067271	HR
VEH	1	On-Highway Trailers	15.40166	Trailer, Maxx-D Dump 2017	2017 Maxx-D End Dump Trai	5RBDM1428HM050486	HR
VEH	1	On-Highway Trailers	15.40167	Trailer, Rolls Rite 2020	2020 Rolls Rite 52K Trail	1R9PD3025LM356068	HR
VEH	1	On-Highway Trailers	15.40168	Trailer, Rolls Rite 2013	2013 Rolls Rite 48K Trail	1R9PD3028DM356132	HR
VEH	1	On-Highway Trailers	15.40169	Trailer, Rolls Rite 2016	2016 Rolls Rite Trailer	1R9PD222XGM356323	HR
VEH	1	On-Highway Trailers	15.40170	Trailer, Interstate 2006	2006 Interstate 20' Trail	1JKBST18X6M007924	HR
VEH	1	On-Highway Trailers	15.40171	Trailer, Rolls Rite 2006	2006 Interstate Gooseneck	1R9GD30266M356245	HR
VEH	1	On-Highway Trailers	15.40172	Trailer, Better Built 2017	2017 Better Built 18'	4MNFP1827H1001389	HR
VEH	1	On-Highway Trailers	15.40173	Trailer, Better Built 2014	2014 Better Built 18'	4MNFB1824E1000923	HR
VEH	1	On-Highway Trailers	15.40174	Trailer, Rolls Rite 2016	2016 Rolls Rite 16'	1R9BD182XGM356334	HR
VEH	1	On-Highway Trailers	15.40175	Trailer, Rolls Rite 2013	2013 Rolls Rite 16'	1R9BD1821DM356024	HR
VEH	1	On-Highway Trailers	15.40176	Trailer, Rolls Rite 2012	2012 Rolls Rite 16'	1R9PD1822CM356201	HR
VEH	1	On-Highway Trailers	15.40177	Trailer, Big Tex 60SP 2006	2006 Big Tex 60SP	16VNX142762D17006	HR
VEH	1	On-Highway Trailers	15.40178	Trailer, Hardi 12' 2007	2007 Hardi 12' Trailer	1H9U012187W509279	HR
VEH	1	On-Highway Trailers	15.40179	Trailer, Quality 10' 2004	2004 Quality 10' Trailer	1Z9GA10154P062187	HR
VEH	1	On-Highway Trailers	15.40180	Trailer, RS Enclosed 2019	2019 Rock Solid Enclosed	7H2BE2421KD013793	HR
VEH	1	On-Highway Trailers	15.40181	Trailer, Look Enclosed 2017	2017 Look Enclosed Traile	53BLTEA11JU029429	HR
VEH	1	On-Highway Trailers	15.40182	Trailer, Look Enclosed 2017	2017 Look Enclosed Traile	53BLTEA18JU029430	HR
VEH	1	On-Highway Trailers	15.40183	Trailer, Water Tank 2019	2019 Water Wagon Trailer	5V4TK2430KP000001	HR
VEH	1	On-Highway Trailers	15.40184	Trailer, Water Tank 2007	2007 Water Wagon Trailer	5VUTK24327P000007	HR
VEH	1	On-Highway Trailers	15.40185	Trailer, Water Tank 500 gal	Custom Water Wagon Traile	CUSTOM 500 GAL	HR
VEH	1	On-Highway Trailers	15.40186	Enclosed Utility Trailer 22021	2021 Triple Crown Enclose	TBD-MARK	HR
VEH	1	On-Highway Trailers	15.40187	Trailer, Big Tex 14GN20 2019	2019 Big Tex 14GN20		HR
VEH	1	On-Highway Trailers	15.40188	Trailer, Big Tex 22GN20 2019	2019 Big Tex 22GN20		HR
VEH	1	On-Highway Trailers	15.40189	Trailer, Misc Eqp Trailer		4277	HR
VEH	1	On-Highway Trailers	15.40190	Trailer, Reedy Branch 16' 2020	2020 Reedy Branch 16' Tra	78123	HR
VEH	1	On-Highway Trailers	15.40191	Trailer, Lee 20' 1998	1998 Lee 20' Trailer		HR
VEH	1	On-Highway Trailers	15.40192	Trailer, Bye-Rite 20' 2016	2016 Bye-Rite 20' Trailer	5VTB1UK21GR003199	HR
VEH	1	On-Highway Trailers	15.40193	Trailer, Irondog 30' Gooseneck	Irondog 30' Gooseneck Tra		HR

VEH	1	On-Highway Trailers	15.40194	Trailer, Caliber 20' 2016	2016 Caliber 20' Trailer	57BEM7209G1516293	HR
VEH	1	On-Highway Trailers	15.40195	Dump Trailer, Irondog 24' 2012	2012 Irondog 24' Dump Tra	5FEF525222C000001	HR
VEH	1	On-Highway Trailers	15.40197	Trailer, Bye-Rite 20' 2017	2017 Bye-Rite 20' Trailer	7F3B1UK24HR005506	HR
VEH	1	On-Highway Trailers	15.40198	Trailer, Caliber 20' 2017	2017 Caliber 20' Trailer	57BEM720XH1031484	HR
VEH	1	On-Highway Trailers	15.40199	Trailer, Starcraft Camper 2018	2018 Starcraft Truck Camp	1SABSOBTXJ2ZY5157	HR
VEH	1	On-Highway Trailers	15.40200	Trailer, Evergreen Travel 2016	2016 Evergreen Travel Tra	5ZWTGGE25G1005535	HR
VEH	1	On-Highway Trailers	15.40201	Trailer, Empire Enclosed 2019	2019 Empire 28' Enclosed	7F81E2828KD006782	HR
VEH	1	On-Highway Trailers	15.40202	Trailer, PJ LD352 35' 2019	2019 PJ LD352 35' Trailer	4P5LD3528K1308419	HR
VEH	1	On-Highway Trailers	15.40203	Trailer, Bye-Rite 20' 2018	2018 Bye-Rite 20' Trailer	7F3B1UK25JR000904	HR
VEH	1	On-Highway Trailers	15.40204	Trailer, La Chalet 2021	2021 La Chalet Trailer		HR
VEH	1	On-Highway Trailers	15.40205	Trailer, La Chalet 2021	2021 La Chalet Trailer		HR
VEH	1	On-Highway Trailers	15.40206	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK21KR002280	HR
VEH	1	On-Highway Trailers	15.40207	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK28KR003412	HR
VEH	1	On-Highway Trailers	15.40208	Trailer, Utility LeChalet 2019	2019 LeChalet Utility Tra		HR
VEH	1	On-Highway Trailers	15.40209	Trailer, Utility LeChalet 2021	2021 LeChalet Utility Tra		HR
VEH	1	On-Highway Trailers	15.40210	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK26KR002159	HR
VEH	1	On-Highway Trailers	15.40211	Trailer, Bye-Rite 20' 2020	2020 Bye-Rite 20' Trailer	7F3B1UK20LR004278	HR
VEH	1	On-Highway Trailers	15.40212	Trailer, Bye-Rite 20' 2020	2020 Bye-Rite 20' Trailer	7F3B1UK27LR004276	HR
VEH	1	On-Highway Trailers	15.40213	Trailer, Utility Bye-Rite 2015	2015 Bye-Rite 10' Utility	5VTB1UA19FR001627	HR
VEH	1	On-Highway Trailers	15.40214	Trailer, Enclosed 10' 1999	1999 Enclosed 10' Trailer		HR
VEH	1	On-Highway Trailers	15.40215	Trailer, Utility TC 2019	2019 Triple Crown Utility	1XNBU1210K1092949	HR
VEH	1	On-Highway Trailers	15.40216	Trailer, Neptune Vacuum Tanker	Neptune Vacuum Tanker Tra		HR
VEH	1	On-Highway Trailers	15.40217	Trailer, Utility BR 12' 2020	2020 Bye-Rite Utility Tra	7F3B1UL10LR005016	HR
VEH	1	On-Highway Trailers	15.40218	Trailer, Utility TC 2020	2020 Triple Crown Utility	1XNBU1215L1103820	HR
VEH	1	On-Highway Trailers	15.40219	Trailer, Utility TC 2021	2021 Triple Crown Utility	1XNBU1217M1120636	HR
VEH	1	On-Highway Trailers	15.40220	Trailer, Empire Enclosed 2020	2020 Empire 12' Enclosed	7F81E1210LD009221	HR
VEH	1	On-Highway Trailers	15.40221	Trailer, Utility BR 12' 2020	2020 Bye-Rite Utility Tra	7F3B1UL16LR004372	HR
VEH	1	On-Highway Trailers	15.40222	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG25HR005507	HR
VEH	1	On-Highway Trailers	15.40223	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG22HR006601	HR
VEH	1	On-Highway Trailers	15.40224	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG28HR006957	HR
VEH	1	On-Highway Trailers	15.40225	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG21HR006900	HR
VEH	1	On-Highway Trailers	15.40226	Trailer, Utility BR 16' 2019	2019 Bye-Rite Utility Tra	7F3B1FP23KR002012	HR
VEH	1	On-Highway Trailers	15.40227	Trailer, Utility BR 16' 2019	2019 Bye-Rite Utility Tra	7F3B1FP29KR002094	HR
VEH	1	On-Highway Trailers	15.40228	Trailer, Utility BR 16' 2020	2020 Bye-Rite Utility Tra	7F3B1FP22LR003928	HR
VEH	1	On-Highway Trailers	15.40229	Trailer, Utility BR 16' 2020	2020 Bye-Rite Utility Tra	7F3B1FP21LR004570	HR
VEH	1	On-Highway Trailers	15.40230	Trailer, Empire Enclosed 2020	2020 Empire 16' Enclosed	7F81E1621LD009103	HR
VEH	1	On-Highway Trailers	15.40231	Trailer, Utility BR 16' 2021	2021 Bye-Rite Utility Tra	7F3B1FP27MR007586	HR
VEH	1	On-Highway Trailers	15.40232	Trailer, Utility Custom 20'	Custombuilt 20' UtilityTr		HR
VEH	1	On-Highway Trailers	15.40233	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK27LR005668	HR
VEH	1	On-Highway Trailers	15.40234	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK23LR005666	HR
VEH	1	On-Highway Trailers	15.40235	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK24LR006101	HR
VEH	1	On-Highway Trailers	15.40236	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK2XLR005860	HR
VEH	1	On-Highway Trailers	15.40237	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK26LR003975	HR
VEH	1	On-Highway Trailers	15.40238	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK23LR005859	HR
VEH	1	On-Highway Trailers	15.40239	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK21LR004368	HR
VEH	1	On-Highway Trailers	15.40240	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK21LR005603	HR
VEH	1	On-Highway Trailers	15.40241	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK29MR007956	HR
VEH	1	On-Highway Trailers	15.40242	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK22MR008205	HR
VEH	1	On-Highway Trailers	15.40243	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK24MR008206	HR
VEH	1	On-Highway Trailers	15.40244	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK27MR007342	HR
VEH	1	On-Highway Trailers	15.40245	Dump Trailer, Big Tex 2015	2015 Big Tex 14LX Dump Tr	16VDX1426F3007349	HR
VEH	1	On-Highway Trailers	15.40246	Dump Trailer, Big Tex 2015	2015 Big Tex 14LX Dump Tr		HR
VEH	1	On-Highway Trailers	15.40247	Dump Trailer, Big Tex 2017	2017 Big Tex 25DU Dump Tr	16VDX202XH2080499	HR
VEH	1	On-Highway Trailers	15.40248	Dump Trailer, Irondog 2018	2018 Irondog 14' Dump Tra	1Z9CD142XJC524271	HR
VEH	1	On-Highway Trailers	15.40249	Dump Trailer,Triple Crown 2019	2019 Triple Crown Dump Tr	1XNBD142XK1092947	HR
VEH	1	On-Highway Trailers	15.40250	Trailer, Vector Vacuum Tanker	Vector Vacuum Tanker Trai	1V9PT2120A1090005	HR
VEH	1	On-Highway Trailers	15.40251	Trailer, Vermeer Vacuum Tanker	Vermeer Vacuum Tanker Tra	181002	HR
VEH	1	On-Highway Trailers	15.40252	Homemade Trailer 2022	2022 Homemade Trailer	NOVIN0201358528	HR
VEH	1	On-Highway Trailers	15.40253	Trailer, Misc Eqp Trailer		4277-2	HR
VEH	1	On-Highway Trailers	15.40254	Trailer, Straightedge		1R9BU0815DF600456	HR
VEH	1	On-Highway Trailers	15.40255	Trailer, Water Trailer 2022	2022 Water Trailer	1XNBU1218N1132246	HR
VEH	1	On-Highway Trailers	15.40257	Trailer, Straight Edge 2022	Straight Edge Trailer,202	4T9BU1413NG035161	HR
VEH	1	On-Highway Trailers	15.40258	Trailer, Straight Edge 2022	Straight Edge Trailer,202	4T9BU1412NG035409	HR
VEH	1	On-Highway Trailers	15.40259	Trailer, Triple Crown 2020	7x18 Utility Trailer	1XNBU1821L1102681	HR
VEH	1	On-Highway Trailers	15.40260	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK29MR007343	HR
VEH	1	On-Highway Trailers	15.40261	Homemade Trailer 2022	2022 Homemade Trailer	NOVIN0201384566	HR
VEH	1	On-Highway Trailers	15.40262	Trailer, Elite Utility 2023	2023 Elite Utility Traile	5THBU1215PC000424	HR
VEH	1	On-Highway Trailers	15.40263	Homemade Trailer 2023	2023 Homemade Trailer	NOVIN0201392915	HR
VEH	1	On-Highway Trailers	15.40264	Trailer, Gator Made Tilt 2023	2023 GatorMade Aardvark T	421HD2226PS011601	HR
VEH	1	On-Highway Trailers	15.40265	Trailer, Topline w/sidegate 22	2022 Topline Trailer	4UMJT1215NM000049	HR
VEH	1	On-Highway Trailers	15.40266	Trailer, Bye-Rite 10' 2023	2023 Bye-Rite 10' Trailer	7F3B1U12PR012946	HR
EQP	A	Crawler Tractors	15.45021	Dozer, Cat D5N LGP 2004	2004 Cat D5N LGP Dozer	CKT00291	HR
EQP	A	Crawler Tractors	15.45022	IP Dozer, CatD5G 2006	2006 Cat D5G LGP Dozer	RKG02199	HR
EQP	A	Crawler Tractors	15.45027	Dozer, Komatsu D51P LGP 2008	2008 Komatsu D51P LGP Doz	B10899	HR

EQP	A	Crawler Tractors	15.45045	Dozer,Cat D3K2LGP 2016	2016 CAT Tractor	KL202121	HR
EQP	A	Crawler Tractors	15.45046	Dozer, Cat D5K2 2017	2017 Cat D5K2 Dozer	KY203166	HR
EQP	A	Crawler Tractors	15.45047	Dozer,Cat D3K2LGP 2017	2017 Cat Tractor	KL203005	HR
EQP	A	Crawler Tractors	15.45048	Dozer, Cat D5K2 2018	2018 Cat D5K2 Dozer	KY205365	HR
EQP	A	Crawler Tractors	15.45049	Dozer, Cat D5K2 2019	2019 Cat D5K2 Dozer	KY207361	HR
EQP	A	Crawler Tractors	15.45050	Dozer, Cat D5K2 2019	2019 Cat D5K2 Dozer	KY207614	HR
EQP	A	Crawler Tractors	15.45053	Dozer, CAT D6N 2013	2013 CAT D6N	PBA00658	HR
EQP	A	Crawler Tractors	15.45058	Dozer, CAT D6K2 2015	2015 CAT D6K2 LGP	RST01883	HR
EQP	A	Crawler Tractors	15.45061	Dozer, CAT D6K2 2018	2018 CAT D6K2 LGP	EL700353	HR
EQP	A	Crawler Tractors	15.45062	Dozer, Komatsu 61PX 2016	2016 Komatsu 61PX	40768	HR
EQP	A	Crawler Tractors	15.45063	Dozer, CAT D6K2 2020	2020 CAT D6K2	EL703304	HR
EQP	A	Crawler Tractors	15.45064	Dozer, Cat D3K2 LGP 2020	2020 Cat D3K2 Dozer GPS	KL207888	HR
EQP	A	Crawler Tractors	15.45065	Dozer, Cat D3K 2021	2021 Cat D3K Dozer GPS	XKY00485	HR
EQP	A	Crawler Tractors	15.45066	Dozer, Cat D1 LGP 2020	2020 D1 LGP Dozerw/SlopeA	XKL00183	HR
EQP	A	Crawler Tractors	15.45067	Dozer, Cat D4 AccuGrade 2021	CAT D4 Accugrade Dozer	JPH00236	HR
EQP	A	Crawler Tractors	15.45068	Dozer, Cat D1 2021	RPO 2021 D1 Dozer w GPS	XKL00405	HR
EQP	A	Crawler Tractors	15.45069	Dozer, JD 700K LGP 2019	JD 700K LGP	1T0700KXLKF354809	HR
EQP	A	Crawler Tractors	15.45070	Dozer, JD 550K LGP 2016	JD 550K LGP	1T0550KXJGF299109	HR
EQP	A	Crawler Tractors	15.45071	Dozer, CAT D5K2 LGP 2014	2014 CAT D5K2 LGP	CAT0D5K2VKYY01469	HR
EQP	A	Crawler Tractors	15.45072	Dozer, Komatsu D37PX-24 2017	2017 Komatsu D37PC-24	KMT0D131LGA085057	HR
EQP	A	Crawler Tractors	15.45073	Dozer, JD 450J LGP 2012	2012 JD 450J LGP	1T0450JXLCD228212	HR
EQP	A	Crawler Tractors	15.45074	Dozer, CAT D3K2LGP 2018	2018 CAT Tractor	KL207540	HR
EQP	A	Crawler Tractors	15.45075	Dozer, CAT D1 LGP 2021	2021 D1 Dozer	XKL00521	HR
EQP	A	Crawler Tractors	15.45076	Dozer, Komatsu D39PXi-24 2020	2020 Komatsu D39PXi-24	96802	HR
EQP	A	Crawler Tractors	15.45077	Dozer, JD 550K LGP 2018	2018 JD 550K LGP	1T0550KXTJF337803	HR
EQP	A	Crawler Tractors	15.45079	Dozer, JD 650k LGP 2013	2013 JD 650K LGP	1T0650KXCDE248314	HR
EQP	A	Crawler Tractors	15.45080	Dozer, JD 650k LGP 2014	2013 JD 650k LGP	1T0650KXHEE262298	HR
EQP	A	Crawler Tractors	15.45081	Dozer, JD 650K LGP 2018	2018 JD 650K LGP	1T0650KXHJF328891	HR
EQP	A	Crawler Tractors	15.45082	Dozer, JD 650K LGP 2019	2019 JD 650K LGP	1T0650KXCKF364916	HR
EQP	A	Crawler Tractors	15.45083	Dozer, JD 650k LGP 2019	2019 JD 650K LGP	1T0650KXCKF364432	HR
EQP	A	Crawler Tractors	15.45084	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMT0D130PGA095263	HR
EQP	A	Crawler Tractors	15.45085	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMT0D130PGA095568	HR
EQP	A	Crawler Tractors	15.45087	Dozer, JD 750K LGP 2018	2018 JD 750K LGP	1T0750KXEJF335423	HR
EQP	A	Crawler Tractors	15.45088	Dozer, JD 750K LGP 2018	2018 JD 750K LGP	1T0750KXKJF334973	HR
EQP	A	Crawler Tractors	15.45089	Dozer, Cat D3K LGP 2022	2022 D3K LGP Dozer	XKY02381	HR
EQP	A	Crawler Tractors	15.45090	Dozer, JD 450K 2019	2019 JD 450K Dozer	1T0450KXEKF358060	HR
EQP	A	Crawler Tractors	15.45091	Dozer, Cat D4 2021	2021 CAT D4 Dozer	JPH00598	HR
EQP	A	Crawler Tractors	15.45092	RPO Dozer, Cat D3K 2021	RPO 2021 D3K Dozer	KL207632	HR
EQP	E	Wheel Loaders	15.46014	IP Loader Cat938G 2002	2002 Cat 938G Loader	6SW01304	HR
EQP	E	Wheel Loaders	15.46027	Loader, Cat 938G 2005	2005 Cat 938G Loader	RTB01163	HR
EQP	E	Wheel Loaders	15.46028	Loader, Komatsu WA380-5 2006	2006 Komatsu WA380-5 Load	A52636	HR
EQP	E	Wheel Loaders	15.46029	Loader, Cat 950H 2006	2006 Cat 950H Loader	KSK01033	HR
EQP	E	Wheel Loaders	15.46030	Loader, Cat 950H 2006	2006 Cat 950H Loader	KSK01035	HR
EQP	E	Wheel Loaders	15.46044	Loader, Komatsu WA250 2007	2007 Komatsu WA250 Loader	A74523	HR
EQP	E	Wheel Loaders	15.46051	Loader, Cat 938H 2008	2008 CAT 938H LOADER	JKM00163	HR
EQP	E	Wheel Loaders	15.46053	Loader, Cat 938H 2009	2009 CAT 938H LOADER	JKM00160	HR
EQP	E	Wheel Loaders	15.46065	Loader, Cat 950H 2006	2006 Cat 950H Loader	KSK00374	HR
EQP	E	Wheel Loaders	15.46069	Loader, Komatsu WA320P2-6 2009	2009 Komatsu WA320P2-6 Lo	70916	HR
EQP	E	Wheel Loaders	15.46075	PLT Loader,Komatsu WA470 2017	2017 Komatsu WA470 Loader	A49256	HR
EQP	E	Wheel Loaders	15.46076	Loader,Cat 930M 2018	2018 CAT 930M Loader	KTG03564	HR
EQP	E	Wheel Loaders	15.46077	Loader, Cat 930M 2018	2018 CAT 930M Loader	KTG03693	HR
EQP	E	Wheel Loaders	15.46078	Loader, JD 544K 2018	2018 John Deere 544K	1DW544KZESF685677	HR
EQP	E	Wheel Loaders	15.46080	PLT Loader, Volvo L110H 2015	2015 Volvo L110H Loader	L110H10411	HR
EQP	E	Wheel Loaders	15.46081	PLT Loader, Cat 966M 2019	2019 CAT Loader 966M	GMS00587	HR
EQP	E	Wheel Loaders	15.46082	PLT Loader, Cat 966M 2019	2019 CAT Loader 966M	EJA02165	HR
EQP	E	Wheel Loaders	15.46088	Loader, JD 544J 2005	2005 JD 544J Loader	DW544JZ598426	HR
EQP	E	Wheel Loaders	15.46094	RB Auction, Komatsu WA270 2014	2014 Komatsu WA270	80546	HR
EQP	E	Wheel Loaders	15.46095	Loader, CAT 930K 2014	2014 CAT 930K Loader	RHN03455	HR
EQP	E	Wheel Loaders	15.46097	Loader, CAT 930K 2014	2014 CAT 930K Loader	RHN02651	HR
EQP	E	Wheel Loaders	15.46098	Loader, JD 544K 2013	2013 JD 544K Loader	1DW544KZADE653060	HR
EQP	E	Wheel Loaders	15.46100	Loader, Komatsu WA270 2018	2018 Komatsu WA270	83910	HR
EQP	E	Wheel Loaders	15.46102	Loader, JD 544L 2019	2019 JD 544L Loader	1DW544LZCKF695580	HR
EQP	E	Wheel Loaders	15.46103	Loader, JD 624K 2015	2015 JD 624K Loader	1DW624KPTFF670499	HR
EQP	E	Wheel Loaders	15.46104	PLT Loader, Volvo L150G 2015	2015 Volvo L150G	4574	HR
EQP	E	Wheel Loaders	15.46105	RB Auction, Komatsu WA470 2016	2016 Komatsu WA470	A49144	HR
EQP	E	Wheel Loaders	15.46108	Loader, CAT 938M 2020	2020 CAT 938M	J3R08028	HR
EQP	E	Wheel Loaders	15.46109	Loader, CAT 938M 2021	2021 CAT 938M	J3R07552	HR
EQP	E	Wheel Loaders	15.46110	Loader, JD 624P 2021	2021 JD 624P Loader	MLZ10965	HR
EQP	E	Wheel Loaders	15.46111	Loader, JD 624P 2021	2021 JD 624P Loader	MLZ10555	HR
EQP	E	Wheel Loaders	15.46112	Loader, Komatsu WA380-8 2017	2017 Komatsu WA380-8	KMTWA130HHNA74407	HR
EQP	E	Wheel Loaders	15.46113	Loader, JD 544K-II 2018	2018 John Deere 544K-II	1DW544KZHHF684280	HR
EQP	E	Wheel Loaders	15.46114	Loader, JD 544K 2015	2015 John Deere	1DW544KZTFE669673	HR
EQP	E	Wheel Loaders	15.46115	Loader, JD 444J 2005	2005 John Deere 444J	DW444JZ594914	HR
EQP	E	Wheel Loaders	15.46116	PLT Loader, John Deere 744L 21	2021 John Deere 744L	1DW744LXKMF710559	HR

EQP	E	Wheel Loaders	15.46117	PLT Loader, CAT 966M 2022	2022 CAT 966M	CAT8966MVEJA03816	HR
EQP	E	Wheel Loaders	15.46118	Loader, JD 524K II 2017	2017 JD 524K II Loader	1DW524KZAHF681799	HR
EQP	E	Wheel Loaders	15.46119	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZCJF690151	HR
EQP	E	Wheel Loaders	15.46120	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZDJF690148	HR
EQP	E	Wheel Loaders	15.46121	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZTJF685994	HR
EQP	E	Wheel Loaders	15.46122	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZEJF685894	HR
EQP	E	Wheel Loaders	15.46123	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZVJF689843	HR
EQP	E	Wheel Loaders	15.46124	Loader, JD 544K 2013	2013 JD 544K Loader	1DW544KZTDE650683	HR
EQP	E	Wheel Loaders	15.46125	Loader, JD 544K 2015	2015 JD 544K Loader	1DW544KZEFE669668	HR
EQP	E	Wheel Loaders	15.46126	Loader, JD 544K II 2017	2017 JD 544K II Loader	1DW544KZEHF684149	HR
EQP	E	Wheel Loaders	15.46127	Loader, JD 544K II 2017	2017 JD 544K II Loader	1DW544KZCHF691101	HR
EQP	E	Wheel Loaders	15.46128	Loader, JD 524K II 2018	2018 JD 544K II Loader	1DW544KZKJF689878	HR
EQP	E	Wheel Loaders	15.46131	Loader, JD 544K 2013	2013 JD 544K Wheel Loader	1DW544KZPDE655030	HR
EQP	E	Wheel Loaders	15.46132	Loader, JD 544K 2014	2014 JD 544K Wheel Loader	1DW544KZTEE663239	HR
EQP	E	Wheel Loaders	15.46133	Loader, JD 544K 2015	2015 JD 544K Wheel Loader	1DW544KZAFE670220	HR
EQP	E	Wheel Loaders	15.46134	Loader, JD 624K 2013	2013 JD 624K Wheel Loader	1DW624KZADE654591	HR
EQP	E	Wheel Loaders	15.46135	PLT Loader, JD 624K 2013	2013 JD 624K Wheel Loader	1DW624KZHGF673711	HR
EQP	E	Wheel Loaders	15.46136	Loader, Komatsu WA320-8 2018	2018 Komatsu WA320-8	KMTWA13SHHNA38261	HR
EQP	E	Wheel Loaders	15.46137	Loader, JD 544 2021	2021 JD Loader 544	1DW544PAJMLZ12365	HR
EQP	E	Wheel Loaders	15.46138	Loader, JD 544 2021	2021 John Deere 544 Loade	1DW544PAKMLZ11571	HR
EQP	F	Skid Steer Loaders	15.46139	Loader, JD 317G 2019	2019 JD 317G Loader	1T0317GJVKJ361651	HR
EQP	E	Wheel Loaders	15.46140	PLT Loader, John Deere 824L 22	RPO 2022 JD 824L Loader	1DW824LXVNL714855	HR
EQP	E	Wheel Loaders	15.46141	PLT Loader, CAT 966M 2022	RPO 2022 CAT 966MLL	EJA03871	HR
EQP	E	Wheel Loaders	15.46142	PLT Loader, Komatsu WA47510 22	RPO 2022 Komatsu WA475-10	A40188	HR
EQP	E	Wheel Loaders	15.46143	Loader, CAT 930M 2021	2021 CAT 930M Loader	F5K00846	HR
EQP	E	Wheel Loaders	15.46144	Loader, JD 544P 2021	2021 JD 544P Wheel Loader	1DW544PAEMLZ12469	HR
EQP	E	Wheel Loaders	15.46145	Loader, JD 524L 2020	2020 JD 524L Loader	1DW524LZPLF706880	HR
EQP	E	Wheel Loaders	15.46146	Loader, JD 544L 2019	2019 John Deere 544L Load	1DW544LZLKF696790	HR
EQP	E	Wheel Loaders	15.46147	Loader, JD 544L 2019	2019 John Deere 544L Load	1DW544LZEKF701554	HR
EQP	E	Wheel Loaders	15.46148	RPO Loader, Komatsu WA320-8 22	RPO 2022 Komatsu WA320-8	A39986	HR
VEH	E	Wheel Loaders	15.46149	RPO Loader, CAT 938M 2023	RPO 2023 CAT 938M	J3R10528	HR
EQP	C	Agricultural Tractors	15.47002	Tractor, Challenger MT445 2002	2002 Challenger MT445 Tra	L24181	HR
EQP	D	Tractor-Loader-Backhoes	15.47022	Loader/Dragbox, Cat 416D 2006	2006 Cat 416D Loader/Drag	B2D02207	HR
EQP	D	Tractor-Loader-Backhoes	15.47025	Stolen Loader/Backhoe, CAT 07	2007 Cat 430E Loader/Back	EAT00776	HR
EQP	D	Tractor-Loader-Backhoes	15.47029	Loader/Backhoe, Cat 430E 2007	2007 Cat 430E Loader/Back	EAT00832	HR
EQP	D	Tractor-Loader-Backhoes	15.47043	Loader/Dragbox, Cat 416D 2004	2004 Cat 416D Loader/Drag	BFP12994	HR
EQP	D	Tractor-Loader-Backhoes	15.47044	Loader/Dragbox, Cat414E 2008	2008 Cat 414E Loader/Drag	ELB00772	HR
EQP	D	Tractor-Loader-Backhoes	15.47047	Loader/Dragbox, Cat 414E 2008	2008 Cat 414E Loader/Drag	ELB00775	HR
EQP	C	Agricultural Tractors	15.47049	Tractor, John Deere 2015	5100E Utility Tractor	1LV5100EJFY440836	HR
EQP	D	Tractor-Loader-Backhoes	15.47050	Loader/Backhoe, Cat 420 2016	2016 Cat 420 Loader/Backh	CJWJ03105	HR
EQP	D	Tractor-Loader-Backhoes	15.47051	Loader/Backhoe, JD 310 2017	2017 John Deere 310SL	1T0310SLJHF314371	HR
EQP	D	Tractor-Loader-Backhoes	15.47053	Loader/Dragbox, JD 210L 2017	2017 John Deere 210L Load	1T8210ELCHJB94538	HR
EQP	F	Skid Steer Loaders	15.47054	Tractor, Cat 299D2 2018	2018 CAT 299D2	FD203362	HR
EQP	D	Tractor-Loader-Backhoes	15.47055	Loader/Backhoe, Case 590SN 13	2013 Case 590SN	JJGNS95NC591252	HR
EQP	C	Agricultural Tractors	15.47056	GCT Tractor,New Holland 2003	2003 New Holland Tractor	HK17491	HR
EQP	C	Agricultural Tractors	15.47060	Tractor, New Holland 2007	2007 New Holland TC45A	Z7DB04369	HR
EQP	C	Agricultural Tractors	15.47061	Tractor, Kubota M126 2012	2012 Kubota M126X Tractor	50171	HR
EQP	C	Agricultural Tractors	15.47062	Tractor, New Holland T4 2017	2017 New Holland T4.75	ZHAH51240	HR
EQP	C	Agricultural Tractors	15.47064	Tractor, Kubota M6S 2018	2018 Kubota M6S Tractor	51373	HR
EQP	D	Tractor-Loader-Backhoes	15.47065	Loader/Backhoe, CAT 420F2 2020	2020 CAT 420F2	HWC05810	HR
EQP	F	Skid Steer Loaders	15.47066	Tractor, JD 333G 2021	2021 John Deere 333G Load	1T0333GMLMF403838	HR
EQP	D	Tractor-Loader-Backhoes	15.47067	Tractor, JD 310SL 2015	2015 JD 310SL	1T0310SLVFF280528	HR
EQP	C	Agricultural Tractors	15.47068	Tractor, JD 8520 2002	2002 JD 8520	RW8520P0022854	HR
EQP	C	Agricultural Tractors	15.47069	Tractor, Kubota M7060D 2019	2019 Kubota M7060D	79199	HR
EQP	C	Agricultural Tractors	15.47070	Tractor, NewHolland TN75A 2012	2012 New Holland TN75A	HJE016034	HR
EQP	C	Agricultural Tractors	15.47071	Tractor, JD 5055E 2014	2014 JD 5055E	1PY5055EHEB025662	HR
EQP	C	Agricultural Tractors	15.47072	Tractor, JD 5300 2001	2001 John Deere 5300 Util	LV53000331614	HR
EQP	C	Agricultural Tractors	15.47073	Tractor, Massey Ferg 2315 2002	2002 Massey Ferg 2315	9681L36117	HR
EQP	C	Agricultural Tractors	15.47074	Tractor, Massey Ferg 2315 2003	2003 Massey Ferg 2315	9681M31045	HR
EQP	C	Agricultural Tractors	15.47076	Tractor, Kubota L4760HSTC 21	2021 Kubota L4760HSTC Tra	42597	HR
EQP	D	Tractor-Loader-Backhoes	15.47077	Loader/Backhoe, CAT 420XE 2023	2023 CAT 420XE	H9X02271	HR
EQP	G	Scrapers & Box Blades	15.48007	Scraper, Cat 613C 2006	2006 Cat 613C Scraper	BLJ02892	HR
EQP	G	Scrapers & Box Blades	15.48008	Scraper, Cat 615CII 2005	2005 Cat 615CII Scraper	9XG01861	HR
EQP	G	Scrapers & Box Blades	15.48015	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	BLJ02860	HR
EQP	G	Scrapers & Box Blades	15.48016	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	BLJ02878	HR
EQP	G	Scrapers & Box Blades	15.48017	Scraper, Cat 615CII 2006	2006 Cat 615CII Scraper	9XG01973	HR
EQP	G	Scrapers & Box Blades	15.48018	Scraper, Cat 615C 2005	2005 Cat 615C Scraper	9XG01820	HR
EQP	G	Scrapers & Box Blades	15.48019	Scraper, Cat 615CII 2006	2006 Cat 615CII Scraper	9XG02011	HR
EQP	H	Graders	15.49014	Motorgrader, Cat 12H 2005	2005 Cat 12H Motorgrader	AMZ007734	HR
EQP	H	Graders	15.49015	Motorgrader, Cat 140H 2004	2004 Cat 140H Motorgrader	CCA00483	HR
EQP	H	Graders	15.49026	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader	CBK01307	HR
EQP	H	Graders	15.49027	Motorgrader, Cat 12M 2008	2008 Cat 12M Motorgrader	B9R00070	HR
EQP	H	Graders	15.49028	Motorgrader, Cat 12M 2009	2009 Cat 12M Motorgrader	B9F00490	HR
EQP	H	Graders	15.49034	Motorgrader, Cat 12H 2004	2004 Cat 12H Motorgrader	AMZ00417	HR

EQP	H	Graders	15.49038	Motorgrader, Cat 12M 2011	2011 Cat 12M Motorgrader	B9F00946	HR
EQP	H	Graders	15.49039	Motorgrader, Cat 12M 2012	2012 Cat 12M Motorgrader	B9F01011	HR
EQP	H	Graders	15.49040	Motorgrader, Cat 12M 2012	2012 Cat 12M Motorgrader	B9F01013	HR
EQP	H	Graders	15.49041	Motorgrader, JD 672G 2016	2016 672G Motor Grader	670958	HR
EQP	H	Graders	15.49042	Motorgrader, CAT 12M3 2018	2018 12M3 MotorGrader	0N9F00923	HR
EQP	H	Graders	15.49043	Motorgrader, Cat 12M3 2018	2018 12M3 Motor Grader	N9F00852	HR
EQP	H	Graders	15.49044	Motorgrader, Cat 12M 2011	2011 Cat 12M Motorgrader	MCB9C01003	HR
EQP	H	Graders	15.49046	Motorgrader, Leeboy 965B 2019	2019 965B Leeboy Grader	241450	HR
EQP	H	Graders	15.49048	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader	AMZ1272	HR
EQP	H	Graders	15.49053	Motorgrader, Cat 12H 2006	2006 Cat 12H Grader	AMZ 01053	HR
EQP	H	Graders	15.49054	Motorgrader, JD 670B 1994	1994 John Deere 670B	DW670BK547951	HR
EQP	H	Graders	15.49055	Motorgrader, JD 672G 2022	2022 JD 672G w/ Robotic S	1DW672GPCNF713220	HR
EQP	H	Graders	15.49056	Motorgrader, CAT 120H 2005	2005 CAT 120H Motorgrader	CAT0120HCCAF00498	HR
EQP	H	Graders	15.49057	Motorgrader, CAT 12M 2011	2011 Cat 12M Motorgrader	CAT0012MPB9F01301	HR
EQP	H	Graders	15.49058	Motorgrader, CAT 12M3 2017	2017 Cat 12M3 Motorgrader	CAT0012MHN9R00320	HR
EQP	H	Graders	15.49059	Motorgrader, JD 670G 2011	2011 John Deere 670G Moto	1DW670GXTBE635738	HR
EQP	H	Graders	15.49060	Motorgrader, JD 670GP 2012	2012 John Deere 670GP Mot	1DW670GPTCE643310	HR
EQP	H	Graders	15.49061	Motorgrader, JD 772G 2015	2015 John Deere 772G AWD	1DW772GXTFF669761	HR
EQP	H	Graders	15.49062	Motorgrader, CAT 120 JOY 2020	2020 CAT 120 JOY	0Y9C00817	HR
EQP	48	Dump Off Rd	15.50018	Off Road Dump Tk, CAT 725 2014	2014 Cat 725	OTFB00266	HR
EQP	48	Dump Off Rd	15.50019	Off Road Dump Tk, CAT 725 2014	2014 Off Road Dump 725	OTFB00267	HR
EQP	48	Dump Off Rd	15.50020	Off Road Dump Tk, JD 300D2 17	2017 JD 300D2	1DW300DXHBD638006	HR
EQP	48	Dump Off Rd	15.50021	Off Road Dump Tk, VolvoA30G 20	2020 Volvo A30G	E0A30GP00752034	HR
EQP	48	Dump Off Rd	15.50022	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742216	HR
EQP	48	Dump Off Rd	15.50023	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742311	HR
EQP	48	Dump Off Rd	15.50024	Off Road DumpTk, Volvo A25G 17	2018 Volvo A25G RPO	742022	HR
EQP	48	Dump Off Rd	15.50025	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742087	HR
EQP	48	Dump Off Rd	15.50026	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742091	HR
EQP	48	Dump Off Rd	15.50027	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742298	HR
EQP	48	Dump Off Rd	15.50028	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742313	HR
EQP	I	Excavation Equipment	15.51020	Excavator, Cat 330DL 2006	2006 Cat 330DL	MWP00494	HR
EQP	I	Excavation Equipment	15.51034	RB Auction Ex, Cat 330DL 2007	2007 Cat 330DL	MWP02598	HR
EQP	I	Excavation Equipment	15.51042	Excavator, Cat 303.5CR 2007	2007 Cat 303.5 CR	DMY00983	HR
EQP	I	Excavation Equipment	15.51045	Excavator, Cat 320CL 2005	2005 Cat 320CL Excavator	PAB02994	HR
EQP	I	Excavation Equipment	15.51056	Excavator, Cat 324DL 2009	2009 Cat 324DL	JJG01082	HR
EQP	I	Excavation Equipment	15.51060	Excavator, Cat 308E 2015	2015 Cat 308E	FJX04483	HR
EQP	I	Excavation Equipment	15.51061	Excavator, JD 50G 2016	2017 John Deere 50G	283595	HR
EQP	I	Excavation Equipment	15.51062	Excavator, JD 60G 2016	2016 John Deere 60G	286192	HR
EQP	I	Excavation Equipment	15.51063	Excavator,Cat 326F 2017	2017 Cat 326F Excavator	WGL10313	HR
EQP	I	Excavation Equipment	15.51064	Excavator, JD 210G 2017	2017 John Deere Excavator	1FF210GXCHF525389	HR
EQP	I	Excavation Equipment	15.51065	Excavator, JD 210G 2018	2018 John Deere Excavator	1FF210GXJHF525172	HR
EQP	I	Excavation Equipment	15.51068	Excavator, JD 85G 2019	2019 JD 85G	1FF085GXEKK020942	HR
EQP	I	Excavation Equipment	15.51074	Excavator, Komatsu PC210 2017	2017 PC200 Komatsu	S00435	HR
EQP	I	Excavation Equipment	15.51082	Excavator, CAT 336EL 2013	2013 CAT 336EL Excavator	JRJ00245	HR
EQP	I	Excavation Equipment	15.51084	Excavator, Bobcat E63 2017	2017 Bobcat E63 Mini	B34R11586	HR
EQP	I	Excavation Equipment	15.51085	Excavator, Komatsu PC210 2017	2017 PC210 Komatsu	C80257	HR
EQP	I	Excavation Equipment	15.51088	Excavator, CAT 336FL 2018	2018 CAT 336FL Excavator	RKB20750	HR
EQP	I	Excavation Equipment	15.51089	Excavator, CAT 305.5E 2015	2015 CAT 305.5E	EDX00867	HR
EQP	I	Excavation Equipment	15.51090	Excavator, John Deere 85G 2020	2020 John Deere 85G	FF085GXHKJ021135	HR
EQP	I	Excavation Equipment	15.51092	Excavator, CAT 336 2020	2020 CAT 336	DKS01898	HR
EQP	I	Excavation Equipment	15.51093	Excavator, CAT 330GC 2021	2021 CAT 330GC	SCZ10066	HR
EQP	I	Excavation Equipment	15.51094	Excavator,Cat 330GC 2021	2021 Cat 330GC Excavator	GDW00217	HR
EQP	I	Excavation Equipment	15.51095	Excavator, Cat 315GC 2021	2021 CAT 315GC Excavator	FTY00151	HR
EQP	I	Excavation Equipment	15.51096	Excavator, JD 300G 2018	2018 John Deere 300G	1FF300GXCJF730733	HR
EQP	I	Excavation Equipment	15.51097	Excavator, Doosan DX300LC 2007	2007 Doosan DX300LC	DHKHECG0S7006179	HR
EQP	I	Excavation Equipment	15.51098	Excavator, Doosan DX225LC 2016	2007 Doosan DX300LC	DHKCEBA0KE0001667	HR
EQP	I	Excavation Equipment	15.51099	Excavator, Komatsu PC210 2016	2016 Komatsu PC210LC-11	KMTPC257AFS00162	HR
EQP	I	Excavation Equipment	15.51100	Excavator, JohnDeere 135G 2019	2019 John Deere 135G	1FF135GXKJFS01168	HR
EQP	I	Excavation Equipment	15.51101	Excavator, Bobcat E55 2019	2019 Bobcat E55	A11913557	HR
EQP	I	Excavation Equipment	15.51102	Excavator, CAT 305.5 E2 2018	2018 CAT 305.5 E2	CAT305SECCR505630	HR
EQP	I	Excavation Equipment	15.51103	Excavator, Kubota KX057-4 2012	2012 Kubota KX057-4	21658	HR
EQP	I	Excavation Equipment	15.51104	Excavator, Bobcat E42 2015	2015 Bobcat E42	AG3414453	HR
EQP	I	Excavation Equipment	15.51105	Excavator, Bobcat E35i 2020	2020 Bobcat E35i	B3Y216139	HR
EQP	I	Excavation Equipment	15.51106	Excavator, Bobcat E26 2014	2014 Bobcat E26	B33211303	HR
EQP	I	Excavation Equipment	15.51107	Excavator, John Deere 60G 2021	2021 John Deere 60G w Thu	1FF060GXJMJ294463	HR
EQP	I	Excavation Equipment	15.51108	Excavator, John Deere 60G 2021	2021 John Deere 60G w Thu	1FF060GXAMJ294161	HR
EQP	I	Excavation Equipment	15.51109	Excavator, JohnDeere 160G 2017	2017 John Deere 160G Exca	1FF160GXAHF056845	HR
EQP	I	Excavation Equipment	15.51110	Excavator, Komatsu PC210L 2014	2014 Komatsu PC210LC Exca	KMTPC243HS4A10379	HR
EQP	I	Excavation Equipment	15.51111	Excavator, JohnDeere 245G 2018	2018 John Deere 245G Exca	1FF245GXHJF800685	HR
EQP	I	Excavation Equipment	15.51113	Excavator, JohnDeere 120C 2005	2005 John Deere 120C Exca	FF120CX035349	HR
EQP	I	Excavation Equipment	15.51114	Excavator, Komatsu PC228U 17	2017 Komatsu PC228US Exca	KMTPC250CHC003348	HR
EQP	I	Excavation Equipment	15.51115	Excavator, Komatsu PC290L 2017	2017 Komatsu PC290LC Exca	KMTPC255PHWA27696	HR
EQP	I	Excavation Equipment	15.51116	Excavator, Hitachi 350LC 2015	2015 Hitachi 350LC Excava	1FFDDC70TEE930725	HR
EQP	I	Excavation Equipment	15.51117	Excavator, JohnDeere 350G 2015	2015 John Deere 350G Exca	1FF350GXCFF810722	HR

EQP	I	Excavation Equipment	15.51118	Excavator, JohnDeere 245G 2017	2017 John Deere 245G Exca	1FF245GXHGF800095	HR
EQP	I	Excavation Equipment	15.51119	Excavator, JohnDeere 210G 2019	2019 John Deere 210G Exca	1FF210GXTKF527913	HR
EQP	I	Excavation Equipment	15.51120	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXLKF801416	HR
EQP	I	Excavation Equipment	15.51121	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXLKF731452	HR
EQP	I	Excavation Equipment	15.51123	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXJKF801412	HR
EQP	I	Excavation Equipment	15.51124	Excavator, JohnDeere 210G 2019	2019 John Deere 210G Exca	1FF210GXEKF527858	HR
EQP	I	Excavation Equipment	15.51125	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXAKF801415	HR
EQP	I	Excavation Equipment	15.51126	Excavator, JohnDeere 210G 2017	2017 John Deere 210G Exca	1FF210GXHHF525034	HR
EQP	I	Excavation Equipment	15.51127	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXAKF731353	HR
EQP	I	Excavation Equipment	15.51128	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXAKF731298	HR
EQP	I	Excavation Equipment	15.51129	Excavator, JohnDeere 350G 2008	2008 John Deere 350G Exca	FF350DX806545	HR
EQP	I	Excavation Equipment	15.51130	Excavator, John Deere 85G 2015	2015 John Deere 85G Excav	1FF085GXJFJ018136	HR
EQP	I	Excavation Equipment	15.51131	Excavator, John Deere 50G 2019	2019 John Deere 50G Excav	1FF050GXKJH289188	HR
EQP	I	Excavation Equipment	15.51133	Excavator, John Deere 50G 2014	2014 John Deere 50G Excav	1FF050GXPDH280901	HR
EQP	I	Excavation Equipment	15.51134	Excavator, Komatsu PC55MR 2017	2017 Komatsu PC55MR5 Exca	KMTPC259AHE020549	HR
EQP	I	Excavation Equipment	15.51136	Excavator, John Deere 75G 2015	2015 John Deere 75G Excav	1FF075GXHFJ015540	HR
EQP	I	Excavation Equipment	15.51137	Excavator, John Deere 50G 2016	2016 John Deere 50G Excav	1FF050GXEGH284866	HR
EQP	I	Excavation Equipment	15.51138	Excavator, John Deere 35G 2017	2017 John Deere 35G Excav	1FF035GXCGK277603	HR
EQP	I	Excavation Equipment	15.51139	Excavator, John Deere 85G 2017	2017 John Deere 85G Excav	1FF085GXTHJ019107	HR
EQP	F	Skid Steer Loaders	15.51140	Tractor, John Deere 325G 2019	19 John Deere 325G Skid S	1T0325GXCKJ352327	HR
EQP	I	Excavation Equipment	15.51141	Excavator, CAT 349 2022	2022 CAT 349	RYG20670	HR
EQP	I	Excavation Equipment	15.51142	Excavator, Komatsu PC360LC 22	2022 Komatsu PC360LC-11	A38668	HR
EQP	I	Excavation Equipment	15.51143	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXJKF731297	HR
EQP	I	Excavation Equipment	15.51144	RPO Excavator,CAT 330 2022	RPO 2022 CAT 330 Excavato	WCH30385	HR
EQP	I	Excavation Equipment	15.51145	RPO Excavator, Komatsu PC23 22	RPO 22 Komatsu PC238 Exca	9052	HR
EQP	I	Excavation Equipment	15.51146	RPO Excavator, JD 30G 2022	RPO 2022 JD 30G Excavator	1FF030GXCPKZ39469	HR
EQP	K	Compaction Equipment	15.53009	Roller, Ing-Rand PT125R Traf01	2001 Ing-Rand PT125R Traf	162761	HR
EQP	K	Compaction Equipment	15.53021	Roller, Tampo 48" SF Pull Type	Tampo 48" Sheepfoot Rolle		HR
EQP	K	Compaction Equipment	15.53022	Roller, Tampo 48" SF Pull Type	Tampo 48" Sheepfoot Rolle		HR
EQP	K	Compaction Equipment	15.53023	Roller, Grid Pull Type	Grid Roller/Pull Type		HR
EQP	K	Compaction Equipment	15.53049	Roller, Cat CS563D Vib 2002	2002 Cat CS563D Vibratory	9MW01065	HR
EQP	K	Compaction Equipment	15.53051	Roller, Cat CS563D Vib 2002	2002 Cat CS563D Vibratory	9MW01291	HR
EQP	K	Compaction Equipment	15.53052	Roller, Cat CS533D Vib 2004	2004 Cat CS533D Vibratory	ASL00188	HR
EQP	K	Compaction Equipment	15.53053	Roller, Ing-Rand PT125R, 2003	2003 Ing-Rand PT125R Roll	174519	HR
EQP	K	Compaction Equipment	15.53058	Roller, Cat CS533E Vib 2005	2005 Cat CS533E Vibratory	ASL00329	HR
EQP	K	Compaction Equipment	15.53065	Roller, Bomag 530AH 2002	2002 Bomag 530AH Roller	9A2Z201945	HR
EQP	K	Compaction Equipment	15.53088	Roller, Cat CS423E Vib 2007	2007 Cat CS423E Vibratory	AST00490	HR
EQP	K	Compaction Equipment	15.53092	Roller, Dynapac 3 Wheel 2008	2008 Dynapac CS142 3Wheel	21120269	HR
EQP	K	Compaction Equipment	15.53093	Roller, Ing-Rand PT240R Traf08	2008 Ing-Rand PT240R Traf	197735	HR
EQP	K	Compaction Equipment	15.53094	Roller, Ing-Rand PT240R Traf08	2008 Ing-Rand PT240R Traf	198377	HR
EQP	K	Compaction Equipment	15.53104	Roller, DynapacCS141 3Wheel 14	2014 CS141 Dynapac 3 Whee	21720302	HR
EQP	K	Compaction Equipment	15.53107	Roller, Cat CS583 Vib 2001	2001 Cat CS583 Vibratory	2CZ00147	HR
EQP	K	Compaction Equipment	15.53108	Roller, Cat CS533E Vib 2005	2005 Cat CS533E Vibratory	ASL00755	HR
EQP	K	Compaction Equipment	15.53109	Roller, Cat CS533E Vib 2006	2006 Cat CS533E Vibratory	DAK00360	HR
EQP	K	Compaction Equipment	15.53112	Roller, Cat CB334E Vib 2006	2006 Cat CB334E Vib Rolle	C3A00120	HR
EQP	K	Compaction Equipment	15.53115	Roller, Cat CB334E Vib 2007	2007 Cat CB334E Vib Rolle	C3A00359	HR
EQP	K	Compaction Equipment	15.53117	Roller, Cat CS54 Vib 2009	2005 Cat CS54 Vibratory R	C5R00145	HR
EQP	K	Compaction Equipment	15.53118	Roller, Cat CB34 Vib 2009	2009 Cat CB34 Vib Roller	34500335	HR
EQP	K	Compaction Equipment	15.53120	Roller, Cat CB434D Vib 2009	2009 Cat CB434D Vib Rolle	CNH00981	HR
EQP	K	Compaction Equipment	15.53121	Roller, Cat CB34 Vib 2009	2009 Cat CB34 Vib Roller	34500413	HR
EQP	K	Compaction Equipment	15.53123	Roller, Dynapac CP142 Ro, 2009	2009 Dynapac CP142 Roller	2163BR2320	HR
EQP	K	Compaction Equipment	15.53124	Roller, Dynapac 3 Wheel 2009	2009 Dynapac CS142 3Wheel	21120278	HR
EQP	K	Compaction Equipment	15.53127	Roller, Cat CB54XW Vib 2010	2010 Cat CB54XW Vib Rolle	JLM00312	HR
EQP	K	Compaction Equipment	15.53128	Roller, Cat CB54XW Vib 2010	2010 Cat CB54XW Vib Rolle	JLM00328	HR
EQP	K	Compaction Equipment	15.53129	Roller, Hamm HD120 VIB 2014	HD120WVibratory Asphalt R	H-1841054	HR
EQP	K	Compaction Equipment	15.53131	Roller,CAT CB54XW VIB 2014	CB54XW 2014	K3J00192	HR
EQP	K	Compaction Equipment	15.53132	Roller,CAT CB54XW VIB 2014	CB54XW 2014	K3J00193	HR
EQP	K	Compaction Equipment	15.53133	Roller, Cat CB34B 2016	2016 CB34B CAT Asphalt Ro	XB400154	HR
EQP	K	Compaction Equipment	15.53134	Roller,Hamm HD1201VVHF 2015	Roller HD1201VVHF	H2070008	HR
EQP	K	Compaction Equipment	15.53135	Roller,Cat CB54XW 2015	2015 CB54XW Asphalt Rolle	CK3J00275	HR
EQP	K	Compaction Equipment	15.53136	Roller,Cat CB64 2016	2016 CB64 Roller Vibrator	CS600197	HR
EQP	K	Compaction Equipment	15.53137	Roller, Cat CS54B Vib 2018	2018 Cat CS54B Vib Roll (	CS500581	HR
EQP	K	Compaction Equipment	15.53138	Roller, Bomag CB224E 2014	2014 Bomag CB224E Compact	901A22231091	HR
EQP	K	Compaction Equipment	15.53139	Roller, Cat CB224E 2006	2006 Cat CB224E Vib	2241754	HR
EQP	K	Compaction Equipment	15.53140	Roller, Hamm HD14VV 2012	2012 Hamm HD14VV Roller	H2010896	HR
EQP	K	Compaction Equipment	15.53141	Roller, Hamm HD090V 2012	2012 Hamm HD090V Tandem	H1810353	HR
EQP	K	Compaction Equipment	15.53142	Roller, Sakai SV505 2013	2013 Sakai Sv505 Dirt Rol	B188C22169V	HR
EQP	K	Compaction Equipment	15.53143	Roller, Sakai SW770ND 2015	2015 Sakai SW770ND Vib Ro	4SW48-10130	HR
EQP	K	Compaction Equipment	15.53144	Roller, Sakai SW850ND 2015	2015 Sakai SW850ND Compac	4SW56-50202C	HR
EQP	K	Compaction Equipment	15.53145	Roller, Leeboy 420 2005	2005 Leeboy 420	44824	HR
EQP	K	Compaction Equipment	15.53147	RB Auction, Leeboy 420 2007	2007 Leeboy 420	49318-70781	HR
EQP	K	Compaction Equipment	15.53148	Roller, CAT CS423 2005	2005 CAT CS423	BWG00173	HR
EQP	K	Compaction Equipment	15.53151	Roller, Hamm 3410 2011	2011 Hamm 3410 Roller	H1791506	HR
EQP	K	Compaction Equipment	15.53152	Roller, Hamm 3307 2013	2013 Hamm 3307 Roller	H1890633	HR

EQP	K	Compaction Equipment	15.53155	Roller, Bomag BW11 2005	2005 Bomag BW11RH	90122202156	HR
EQP	K	Compaction Equipment	15.53157	Roller, CAT CB54 2015	2015 CAT CB54	K3J00276	HR
EQP	K	Compaction Equipment	15.53158	Roller, Bomag BW11 2015	2015 Bomag BW11RH	101538701030	HR
EQP	K	Compaction Equipment	15.53159	Roller, Hamm 3410 2013	2013 Hamm 3410 Roller	H1792083	HR
EQP	K	Compaction Equipment	15.53160	Roller, CAT CS433 2004	2004 CAT CS433	ASR00202	HR
EQP	K	Compaction Equipment	15.53161	Roller, Hamm HD70 2020	2020 Hamm HD70 w/ Cutting	H1860780	HR
EQP	K	Compaction Equipment	15.53162	Roller, Bomag BW138 2019	2019 Bomag BW138AD	101650341284	HR
EQP	K	Compaction Equipment	15.53163	Roller, Hamm HD120 2012	2012 Hamm HD120	H1840278	HR
EQP	K	Compaction Equipment	15.53165	Roller, Hamm HD120 2012	2012 Hamm HD120	H1840908	HR
EQP	K	Compaction Equipment	15.53166	Roller, Ing Rand DD110 2002	2002 Ing Rand DD110	167623	HR
EQP	K	Compaction Equipment	15.53167	Roller, Cat CB34B 2020	2020 CB34B CAT Asphalt Ro	XB400938	HR
EQP	K	Compaction Equipment	15.53168	Roller, CAT CW16 2020	2020 CAT CW16	TL500480	HR
EQP	K	Compaction Equipment	15.53169	Roller, Sakai SW8840171C 2020	2020 Sakai SW8840171C	3SW79-40171	HR
EQP	K	Compaction Equipment	15.53170	Roller,Cat CB13 2021	2021 CAT CB13	PWP00282	HR
EQP	K	Compaction Equipment	15.53171	Roller, CAT CW16 2021	2021 CAT CW16	TL500521	HR
EQP	K	Compaction Equipment	15.53172	Roller, Hamm HD+ 120i VO 2021	2021 Hamm HD120 Roller	H2430235	HR
EQP	K	Compaction Equipment	15.53173	Roller, Hamm HD70 2021	2021 Hamm HD70 Roller	H1860828	HR
EQP	K	Compaction Equipment	15.53174	Roller, Hamm HD12VV 2021	HD12 Vibratory Asphalt Ro	H2302748	HR
EQP	K	Compaction Equipment	15.53175	Roller, Hamm 12VV 2021	2021 Hamm 12VV Roller	H2302580	HR
EQP	K	Compaction Equipment	15.53176	Roller, Cat CB15 2020	2020 CAT CB15 Roller	M9400274	HR
EQP	K	Compaction Equipment	15.53177	Roller, CAT CB15 2021	2021 CAT CB15 Roller	M9400240	HR
EQP	K	Compaction Equipment	15.53178	Roller, CAT CB15 2021	2021 CAT CB15 Roller	M9400334	HR
EQP	K	Compaction Equipment	15.53179	Roller, Sakai SW884ND 2020	2020 Sakai SW884ND	3SW79-40174	HR
EQP	K	Compaction Equipment	15.53180	Roller, CAT CW16 2019	2019 CAT CW16	TL500400	HR
EQP	K	Compaction Equipment	15.53181	Roller, CAT CB13 2021	2021 CAT CB13	PWP00757	HR
EQP	K	Compaction Equipment	15.53182	Roller, Bomag BW177D-5 2017	2017 Bomag BW177D Roller	101586491247	HR
EQP	K	Compaction Equipment	15.53183	Roller, Bomag BW177D-3 2007	2007 Bomag BW177D Roller	901581531509	HR
EQP	K	Compaction Equipment	15.53184	Roller, CAT CB36B 2020	2020 CAT CB36B	CATCB36BCM3600342	HR
EQP	K	Compaction Equipment	15.53185	Roller, Bomag BW138AD-5 2014	2014 Bomag BW138AD-5 Roll	101650301438	HR
EQP	K	Compaction Equipment	15.53186	Roller, Multiquip AR14H 2016	2016 Multiquip AR14H	160903	HR
EQP	K	Compaction Equipment	15.53187	Roller, Bomag BW11RH 1996	1996 Bomag BW11RH	A222CT1501T	HR
EQP	K	Compaction Equipment	15.53188	Roller, CAT CS56B 2020	2020 CAT CS56B	SS600998	HR
EQP	K	Compaction Equipment	15.53189	Roller, CAT CS56B 2020	2020 CAT CS56B	SS600589	HR
EQP	K	Compaction Equipment	15.53190	Roller, Sakai SW884ND 2021	2021 Sakai SW884ND	3SW79-40195	HR
EQP	K	Compaction Equipment	15.53191	Roller, Sakai SW884ND 2021	2021 Sakai SW884ND	3SW79-40116	HR
EQP	K	Compaction Equipment	15.53192	Roller, HAMM H10i 2020	2020 HAMM H10i	H2351001	HR
EQP	K	Compaction Equipment	15.53193	Roller, CAT PS150C 2005	2005 Cat PS150C	CATPS150EFPS00345	HR
EQP	K	Compaction Equipment	15.53194	Roller, CAT PS150C 2007	2007 Cat PS150C	CATPS150CFPS00676	HR
EQP	K	Compaction Equipment	15.53195	Roller, CAT CB224E 2005	2005 CAT 224E	22400831	HR
EQP	K	Compaction Equipment	15.53196	Roller, CAT CB54 XW 2011	2011 CAT CB54 XW	CAT0CB54CJLM00358	HR
EQP	K	Compaction Equipment	15.53197	Roller, CAT CB64 2013	2013 CAT CB64	CAT0CB64PDJM00457	HR
EQP	K	Compaction Equipment	15.53198	Roller, HAMM HD12VV 2018	2018 Hamm HD12VV	WGH0H230EHAA01789	HR
EQP	K	Compaction Equipment	15.53199	Roller, HAMM HD+70iVV 2018	2018 Hamm HD+70iVV Double	WGH0H1B6LHAA00548	HR
EQP	K	Compaction Equipment	15.53200	Roller, HAMM H7i 2016	2016 Hamm H7i Smooth Drum	H2221037	HR
EQP	K	Compaction Equipment	15.53201	Roller, Remote walk behind 12	2012 Roller w/ remote	NA-GOLIATH	HR
EQP	K	Compaction Equipment	15.53202	Roller, Walk Behind 1900	1900 Walk Behind Roller	1743616	HR
EQP	K	Compaction Equipment	15.53203	Roller, Bomag BW211D-3 2005	2005 Bomag BW211D-3	901580-861368	HR
EQP	K	Compaction Equipment	15.53204	Roller, Bomag BW211D-5 2017	2017 Bomag BW211D-5	101586081112	HR
EQP	K	Compaction Equipment	15.53206	Roller, Sakai SW504 2022	2022 Sakai SW504	1SW74-30288	HR
EQP	K	Compaction Equipment	15.53207	Roller, Bomag BW177D-5 2019	2019 Bomag Single Drum Ro	101587291014	HR
EQP	K	Compaction Equipment	15.53208	Roller, Sakai SW884ND 2022	2022 Sakai SW884ND	3SW79-40200	HR
EQP	K	Compaction Equipment	15.53209	Roller, CAT CB13 Tandem 22	2022 CAT CB13 Roller	PWP01054	HR
EQP	K	Compaction Equipment	15.53210	Roller, CAT CB13 Tandem 22	2022 CAT CB13 Roller	PWP01050	HR
EQP	K	Compaction Equipment	15.53211	Roller, CAT CB15 2022	2022 CAT CB15 Roller	M9400401	HR
EQP	K	Compaction Equipment	15.53212	Roller, Hamm HD70i 2021	2021 Hamm HD70i Roller	H1860408	HR
EQP	K	Compaction Equipment	15.53213	Roller, CAT CB7 2021	2021 CAT CB7 Roller	NLJ00155	HR
EQP	K	Compaction Equipment	15.53214	Roller, Hamm HD+ 120i VO 2021	2021 Hamm HD120 Roller	H2430332	HR
EQP	K	Compaction Equipment	15.53215	Roller, Hamm HD+ 120i VO 2020	2020 Hamm HD120 Roller	H243.0274	HR
EQP	K	Compaction Equipment	15.53216	Roller, Hamm HD14iVV 2022	2022 Hamm HD14iVV Roller	H265.0066	HR
EQP	K	Compaction Equipment	15.53217	Roller, Bomag BW177D 2021	2021 Bomag BW177D Roller	101587291166	HR
EQP	K	Compaction Equipment	15.53218	Roller, Bomag BW211D-5 2020	2020 Bomag BW211D-5	101586081606	HR
EQP	K	Compaction Equipment	15.53219	Roller, Bomag BW145D 2020	2020 Bomag BW145D Roller	101587281024	HR
EQP	K	Compaction Equipment	15.53220	Roller, Bomag BW177D 2020	2020 Bomag BW177D Roller	101587061246	HR
EQP	K	Compaction Equipment	15.53221	Roller, Bomag BW138D 2020	2020 Bomag BW138D Roller	101650461225	HR
EQP	K	Compaction Equipment	15.53222	Roller, Bomag BW145D 2017	2017 Bomag BW145D Roller	101586541077	HR
EQP	K	Compaction Equipment	15.53224	Roller, Hamm HD14iVV 2018	2018 Hamm HD14iVV Roller	H2310440	HR
EQP	K	Compaction Equipment	15.53225	Roller, Hamm HD14IVV 2017	2017 Hamm HD14IVV Roller	H2310343	HR
EQP	K	Compaction Equipment	15.53226	RPO Roller, HAMM H10i 2022	RPO 2022 HAMM H10i Roller	H284.0714	HR
EQP	K	Compaction Equipment	15.53227	RPO Roller, Sakai 884 2023	RPO 2023 Sakai 884 Roller	3SW79-40288	HR
EQP	L	Aggregate Equipment	15.53228	RPO Roller, Sakai 850 2017	RPO 2017 Sakai 850 Roller	4SW56-50252C	HR
EQP	25	Paver 10ft	15.54029	Spare Paver, Cat 10FT 2010	2010 Cat AP1000D Paver	EAD00393	HR
EQP	25	Paver 10ft	15.54031	Paver,Cat AP1055F 2016	2016 AP1055F CAT Paver	TJ500361	HR
EQP	24	Paver 8ft	15.54033	Paver,Cat AP600F 8FT 2017	2017 Cat AP600F Paver	AP600150	HR
EQP	25	Paver 10ft	15.54035	Paver,Roadtec RP190E 2016	2016 Roadtec RP190E	4048	HR

EQP	25	Paver 10ft	15.54038	Paver, Cat AP1055F 2019	2019 Cat AP1055F	TJ500864	HR
EQP	25	Paver 10ft	15.54039	Paver, Cat AB1055F 2019	2019 Cat AB1055F	TJ500914	HR
EQP	25	Paver 10ft	15.54041	Paver, Roadtec RP190 2017 10ft	2017 Roadtec RP190 10ft	4086	HR
EQP	25	Paver 10ft	15.54042	Paver, Weiler P385B 2018	2018 Weiler P385B	P385B-2485	HR
EQP	25	Paver 10ft	15.54046	Paver, Cat AP1055F 2020	2020 Cat AP1055F Paver	TJ501125	HR
EQP	24	Paver 8ft	15.54047	Paver, Roadtec 8ft 2020	2020 RP170E	4096	HR
EQP	24	Paver 8ft	15.54048	Paver, CAT 8ft 2020	2020 AP655F	MH600544	HR
EQP	24	Paver 8ft	15.54049	Paver, Roadtec 8ft 2021	2021 Roadtec Paver	4075	HR
EQP	25	Paver 10ft	15.54050	Paver, Cat 10FT 2021	2021 CAT Paver 10FT	TJ501279	HR
EQP	25	Paver 10ft	15.54051	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501434	HR
EQP	24	Paver 8ft	15.54052	Paver, Weiler 8' 2020	2020 Weiler 8' Paver	1W90P385VLB003233	HR
EQP	25	Paver 10ft	15.54053	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501531	HR
EQP	25	Paver 10ft	15.54054	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501437	HR
EQP	24	Paver 8ft	15.54055	Paver, Cat AP655F 8ft 2021	2021 CAT Paver	MH600658	HR
EQP	25	Paver 10ft	15.54058	Paver, Cat AP1000F 10ft 2020	2020 CAT AP1000F Paver	CATAP100HAC400526	HR
EQP	24	Paver 8ft	15.54059	Paver, Cat AP600F 8ft 2020	2020 CAT AP600F Paver	CATAP600CAP600225	HR
EQP	25	Paver 10ft	15.54061	Paver, Cat AP1055F 10ft 2022	2022 CAT AP1055F Paver	F7T00100	HR
EQP	25	Paver 10ft	15.54062	RPO Paver,Cat AP1055F 10FT 21	RPO 2021 AP1055F CAT Pave	CATAP105CTJ501196	HR
EQP	25	Paver 10ft	15.54063	RPO Paver,Cat AP1055F 10FT 23	RPO 2023 AP1055F CAT Pave	F7T00156	HR
EQP	24	Paver 8ft	15.54064	RPO Paver,Cat AP655 8FT 23	RPO 2023 AP655 CAT Paver	R6600150	HR
EQP	25	Paver 10ft	15.54065	RPO Paver,Vogele 2000-3I 22	RPO 2022 Vogele Super2000	1174.0355	HR
EQP	L	Aggregate Equipment	15.55003	Spreader, Shoulder W530 2008	2008 W530 Shoulder Spread	W1022	HR
EQP	L	Aggregate Equipment	15.55004	Spreader, Shoulder W530 2008	2008 W530 Shoulder Spread	W1025	HR
EQP	L	Aggregate Equipment	15.55005	Spreader, Shoulder W-420 2010	2010 Weiler Shoulder	1028	HR
EQP	L	Aggregate Equipment	15.55006	Spreader, FH 2018	2018 Road Widener FH	181205	HR
EQP	L	Aggregate Equipment	15.55007	Spreader, Midland SW 1993	1993 Midland SW Widener	SW 169	HR
EQP	L	Aggregate Equipment	15.55008	Spreader, Weiler W430A 2022	Weiler W430A	W1423	HR
EQP	O	Road Maintenance Equipmen	15.56003	Mixer, Cat RM250 2002	2002 Cat RM250 Mixer	AWG00274	HR
EQP	L	Aggregate Equipment	15.56009	Milling Head, Cat PC250 2006	2006 Cat Milling Head	GDP-06-342	HR
EQP	O	Road Maintenance Equipmen	15.56010	Mixer, Cat RM300 Reclaim 2006	Cat RM300 Mixer/Reclaimer	BWR00239	HR
EQP	O	Road Maintenance Equipmen	15.56013	Mixer, Cat RM300 /Reclaim 2005	Cat RM300 Mixer/Reclaimer	BWR00205	HR
EQP	L	Aggregate Equipment	15.56016	Milling Machine,Wirtgen 2015	Wirtgen W210 Milling Mach	1520.101	HR
EQP	O	Road Maintenance Equipmen	15.56017	Mixer, Rex HDS 1987	1987 Rex HDS Mixer	HK1475	HR
EQP	L	Aggregate Equipment	15.56018	Auction Milling Head, Cat 2004	2004 Cat Milling Head		HR
EQP	L	Aggregate Equipment	15.56019	Milling Head, Cat 2018	2018 Cat Milling Head	HFP00757	HR
EQP	O	Road Maintenance Equipmen	15.56020	Mixer, Bomag 1000 1990	1990 Bomag 1000 Mixer	85893	HR
EQP	L	Aggregate Equipment	15.56022	Milling Machine, CAT PM822 18	2018 CAT PM822	CATPM822KSL800122	HR
EQP	L	Aggregate Equipment	15.56023	Milling Head, Cat 2018	2018 Cat Milling Head	ERC00286	HR
EQP	L	Aggregate Equipment	15.56024	Milling Head, Cat PC310B 2020	2020 CAT PC310B	LZP00823	HR
EQP	L	Aggregate Equipment	15.56025	Milling Head, Cat PC310 2020	2020 CAT PC310	0GPW00230	HR
EQP	L	Aggregate Equipment	15.56026	Milling Machine, CAT PM822 21	2021 CAT PM822	EE200301	HR
EQP	L	Aggregate Equipment	15.56027	Milling Head, Cat PC310 2021	2021 CAT PC310B	TBD-WLD	HR
EQP	L	Aggregate Equipment	15.56028	Milling Head, Cat PC310B 2017	2017 Cat Milling Head PC3	LZP003792	HR
EQP	L	Aggregate Equipment	15.56029	Milling Head, Bobcat	Bobcat Milling Head	CNV-TITAN	HR
EQP	L	Aggregate Equipment	15.56030	Milling Machine, Wirtgen 2022	2022 Wirtgen W210Fi Milli	2320.0436	HR
EQP	L	Aggregate Equipment	15.56031	RPO Milling Machine,Wirtgen 22	RPO 2022 Wirtgen W210FiMi	2320.0607	HR
EQP	L	Aggregate Equipment	15.56032	Milling Head, Cat PC306B 2019	2019 Cat Milling Head	PW200160	HR
EQP	L	Aggregate Equipment	15.56033	Milling Head, Cat PC306B 2022	2022 Cat Milling Head	ERC01135	HR
EQP	O	Road Maintenance Equipmen	15.57015	Broom, LB/Rosco Sweep Pro 2004	2004 LB/Rosco Sweep Pro B	41077	HR
EQP	O	Road Maintenance Equipmen	15.57023	Broom, LB/Rosco Sweep Pro 2006	2006 LB/Rosco Sweep Pro B	45012	HR
EQP	O	Road Maintenance Equipmen	15.57041	Broom, LB/Rosco Sweep Pro 2010	2010 LB/Rosco Sweep Pro B	60378	HR
EQP	O	Road Maintenance Equipmen	15.57047	Broom, LB/Rosco Sweep Pro 2010	2010 LB/Rosco Sweep Pro B	65468	HR
EQP	O	Road Maintenance Equipmen	15.57048	Broom, Roadtec FB100 2015	2015 Roadtec FB100 S/N100	FB100100X2006	HR
EQP	O	Road Maintenance Equipmen	15.57050	Broom, Leeboy Sweep Pro 2016	2016 Leeboy Sweep Pro Bro	135313	HR
EQP	O	Road Maintenance Equipmen	15.57051	Broom,Rosco Sweep Pro 2016	2016 Rosco Sweep Pro Broo	132054	HR
EQP	O	Road Maintenance Equipmen	15.57052	Broom, Leeboy Sweep Pro 2018	2018 Leeboy Sweep Pro Bro	192266	HR
EQP	O	Road Maintenance Equipmen	15.57053	Broom, Leeboy Sweep Pro 2018	2018 Leeboy Sweep Pro Bro	192626	HR
EQP	O	Road Maintenance Equipmen	15.57054	Broom, Broce 8300A 2008	2008 Broce Broom	405835	HR
EQP	O	Road Maintenance Equipmen	15.57055	Broom, Broce KR350 2013	2013 Broce KR350 Broom	408300	HR
EQP	Z	Miscellaneous Equipment	15.57056	Broom, Maya Pickup Broom 2018	2018 Maya Pick Up Broom		HR
EQP	O	Road Maintenance Equipmen	15.57058	Broom, LayMor 8HC 2006	2006 LayMor 8HC Broom	31699	HR
EQP	O	Road Maintenance Equipmen	15.57059	Broom, Kubota MX5200 2014	2014 Kubota MX5200 Sweepe	10276	HR
EQP	O	Road Maintenance Equipmen	15.57060	Broom, Ferguson 4607M 2018	2018 Ferguson 4607M	M46070LJM73801	HR
EQP	O	Road Maintenance Equipmen	15.57061	Broom, Superior SM74CZS 2020	2020 Superior Broom 400	921707	HR
EQP	O	Road Maintenance Equipmen	15.57062	Broom, Superior SM74CZS 2020	2020 Superior Broom	921706	HR
EQP	O	Road Maintenance Equipmen	15.57063	Broom, Rosco NV55 2020	2020 Rosco NV55 Broom	269298	HR
EQP	O	Road Maintenance Equipmen	15.57064	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070LJM73501	HR
EQP	O	Road Maintenance Equipmen	15.57065	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070LJM73401	HR
EQP	O	Road Maintenance Equipmen	15.57066	Broom, Superior SM74CZS 2021	2021 Superior Broom	921704	HR
EQP	O	Road Maintenance Equipmen	15.57067	Broom, Rosco NV55 2021	2021 Rosco NV55 Broom	300211	HR
EQP	Z	Miscellaneous Equipment	15.57068	Broom, Sweepster Attachment	Sweepster Broom Attachmen	CNV	HR
EQP	O	Road Maintenance Equipmen	15.57069	Broom, Smith Ch SCM400, 2021	2021 SCM400 2021	SCM2008	HR
EQP	O	Road Maintenance Equipmen	15.57070	Broom, Smith Ch SCM400, 2021	2021 SCM400 2021	SCM2009	HR
EQP	O	Road Maintenance Equipmen	15.57071	Broom, Laymor SM300 2014	2014 Laymor SM300	34910	HR

EQP	O	Road Maintenance Equipmen	15.57072	Broom, Laymor SM300 2013	2013 Laymor SM300	34603	HR
EQP	C	Agricultural Tractors	15.57073	Broom, Broce KR350 2017	2017 Broce KR350 Broom	410060	HR
EQP	O	Road Maintenance Equipmen	15.57074	Broom, LeeBoy Sweep Pro 2017	2017 LeeBoy Sweep Pro Bro	156189	HR
EQP	O	Road Maintenance Equipmen	15.57075	Broom, Rosco 4820SweepPro 2004	2004 Rosco 4820 SweepPro	42027	HR
EQP	Z	Miscellaneous Equipment	15.57077	Broom, Sweepster JD BR84C 2019	19 Sweepster Broom Attach	1T08R84CVK0000071	HR
EQP	O	Road Maintenance Equipmen	15.57078	Broom, SweepPro II 2019	2019 LeeBoy Sweep Pro	236631	HR
EQP	O	Road Maintenance Equipmen	15.57079	Broom, SweepPro II 2020	2020 LeeBoy Sweep Pro	242082	HR
EQP	O	Road Maintenance Equipmen	15.57080	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M4607OMJM71902	HR
EQP	O	Road Maintenance Equipmen	15.57081	Broom, Superior SM74CZS 22	2022 Superior Broom	922799	HR
EQP	O	Road Maintenance Equipmen	15.57082	Broom, Superior SM74CZS 2022	2022 Superior Broom	921715	HR
EQP	O	Road Maintenance Equipmen	15.57083	Broom, Superior SM74CZS 2022	2022 Superior Broom	921705	HR
EQP	O	Road Maintenance Equipmen	15.57084	Broom, Rosco SweepPro II 2021	2021 Rosco SweepPro II Br	227293	HR
EQP	O	Road Maintenance Equipmen	15.57085	Broom, Leeboy RB50A 2021	2021 Leeboy RB50A Broom	239763	HR
EQP	O	Road Maintenance Equipmen	15.57086	RPO Broom, MasseyFergu 4607 23	RPO 2023 Massey Broom 460	AG3M4607ONJM7072	HR
EQP	O	Road Maintenance Equipmen	15.57087	RPO Broom, Broce MK1 2022	RPO 2022 Broce MK1 Broom	500238	HR
EQP	O	Road Maintenance Equipmen	15.58002	Spreader, Base Ulrich 1964	1964 Ulrich Base Spreader	1815146	HR
EQP	Z	Miscellaneous Equipment	15.59001	Harrow, Rome Offset Disk	Rome Offset Disk Harrow		HR
EQP	Z	Miscellaneous Equipment	15.59002	Harrow, Rome TRH 1430 Disk 778	Rome TRH 1430 Disk Harrow		HR
EQP	Z	Miscellaneous Equipment	15.59003	Harrow, Rome TRH 2030 Disk1509	Rome TRH 2030 Disk Harrow		HR
EQP	Y	Forestry Equipment	15.59004	Chopper, Marden S-8	Marden S-8 Chopper		HR
EQP	Y	Forestry Equipment	15.59011	Chopper, Marden B7GK offset	Marden B7GK Chopper Offse		HR
EQP	Z	Miscellaneous Equipment	15.59018	Rake, Fleco 6A Rock & Root	Fleco DA Rock & Root Rake		HR
EQP	Z	Miscellaneous Equipment	15.59020	Fire Fan, Fleco	Fleco Fire Fan		HR
EQP	Z	Miscellaneous Equipment	15.59035	Blower, Air Curtain w/trailer	Air Curtain Blower w/trai		HR
EQP	Z	Miscellaneous Equipment	15.59037	Buffalo Blower	BTCK84 Buffalo Blower	25748	HR
EQP	Z	Miscellaneous Equipment	15.59038	Buffalo Blower	BTCK84 Blower	25294	HR
EQP	C	Agricultural Tractors	15.59039	Buffalo Turbine 2020	2002 CTCK835Q Blower	31749	HR
EQP	Z	Miscellaneous Equipment	15.59040	Blower, Air Curtain	2005 New Concepts CP-200-	NA-GOLIATH1	HR
EQP	I	Excavation Equipment	15.60008	Cat H55DSHMR Hyd Hammer 2009	Cat H55DSHMR Hyd. Hammer,	BWM02651	HR
EQP	W	Pumps	15.61009	Pump, Jet Thompson 4"	Thompson 4" Jet	4J147	HR
EQP	U	Trenchers	15.61013	Trench Box, 6X20		N/A	HR
EQP	U	Trenchers	15.61014	Trench Box, 8X20			HR
EQP	U	Trenchers	15.61015	Trench Box,10X20		NA	HR
EQP	U	Trenchers	15.61016	Trench Box 10'X20'			HR
EQP	Z	Miscellaneous Equipment	15.61017	Manhole Box 10'X10'			HR
EQP	W	Pumps	15.61020	6" Vacuum Asst Trash Pump	6" Thompson Pump	V519	HR
EQP	W	Pumps	15.61021	6" Vacuum Asst Trash Pump	6" Thompson Pump	6TSV205	HR
EQP	W	Pumps	15.61023	RB Auction Pump, Thompson 6"	6" Thompson Hydraulic Pu	6TSV61	HR
EQP	W	Pumps	15.61026	Pump, Holland Hydraulic 12"	12" Holland Hydraulic Pum	820453	HR
EQP	W	Pumps	15.61030	Pump, Thompson Vacuum 8"	8" Thompson Vacuum Pump	PE4045D42540	HR
EQP	W	Pumps	15.61034	Pump, Vacuum Well Point 6"	6" Vacuum Well Point Pump	GVW047	HR
EQP	W	Pumps	15.61035	Pump, Hydraulic Mac 6"	6" Hydraulic Mac Pump	411	HR
EQP	Z	Miscellaneous Equipment	15.61037	Burchland Silt Fence Machine	2017 Burchland 84" Offset	917674	HR
EQP	W	Pumps	15.61039	RB Auction Pump, Holland 6"	2007 6" New Holland Pump	H25-D-646	HR
EQP	Z	Miscellaneous Equipment	15.61040	Pressure Washer, Honda 4000	Honda 4000 PSI	EZ4040G	HR
EQP	Z	Miscellaneous Equipment	15.61041	Wacker, Vibratory Tamp 2013	2019 Tamp	10284956	HR
EQP	Z	Miscellaneous Equipment	15.61042	RB Auction Pump, Holland 12"	2002 New Holland Pump 12"	H-12TA-5090	HR
EQP	Z	Miscellaneous Equipment	15.61043	Champion Model 1000	Champion Model 1000	3617300341	HR
EQP	Z	Miscellaneous Equipment	15.61044	Hobart Welder 2000	Hobart Welder 2000	L3370072H	HR
EQP	Z	Miscellaneous Equipment	15.61045	North Star Power 2012	North Star Power 2012		HR
EQP	Z	Miscellaneous Equipment	15.61046	Bobcat Hydraulic Clamp 2012	Bobcat Hydraulic Clamp 20	AJBV02061	HR
EQP	Z	Miscellaneous Equipment	15.61047	Nissan CPF02A20V 1985	Nissan CPF02A20V 1985	CPF02-024679	HR
EQP	Z	Miscellaneous Equipment	15.61048	Forklift, Toyota 7FGU30 2005	2005 Toyota 7FGU20 Forkli	60068	HR
EQP	W	Pumps	15.61049	Pump, Thompson Well Point 12"	12" Thompson Well Point P	PE4045T655503	HR
EQP	W	Pumps	15.61050	Pump, Thompson Jet Pump 6"	6" Thompson Jet Pump	6J-394	HR
EQP	Z	Miscellaneous Equipment	15.61051	Pressure Washer, Nilfisk 200KG		1N9BU1112LFBU1019	HR
EQP	Z	Miscellaneous Equipment	15.61052	Pressure Washer, Simpson		1F9FT0717LK451227	HR
EQP	W	Pumps	15.61053	RB Auction Pump, Holland 8"	2018 8" New Holland Pump	D8S-4045T-1401	HR
EQP	Z	Miscellaneous Equipment	15.61054	Manhole Box 8'X20'		941-8453A	HR
EQP	Z	Miscellaneous Equipment	15.61055	Manhole Box 8'X20'		941-8453B	HR
EQP	Z	Miscellaneous Equipment	15.61056	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61057	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61058	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61059	7 Yds Bedding Box		941-9707	HR
EQP	Z	Miscellaneous Equipment	15.61060	Manhole Box 8'X 8'		18953	HR
EQP	Z	Miscellaneous Equipment	15.61061	Trench Shield Speed Shore 8x20		U206011S	HR
EQP	Z	Miscellaneous Equipment	15.61062	Trench Shield Speed Shore 8x20		U206415S	HR
EQP	Z	Miscellaneous Equipment	15.61063	Trench Shield 6x16x6 1998		98081300F	HR
EQP	Z	Miscellaneous Equipment	15.61064	Trench Shield 8x16 Speed Shore	2017 Speed Shore	U176943S	HR
EQP	Z	Miscellaneous Equipment	15.61065	Trench Shield 8x20 Speed Shore	2020 Speed Shore	U206012S	HR
EQP	Z	Miscellaneous Equipment	15.61066	Challenger Lift, 2021	2021 Challenger Lifts 440	210700000310000	HR
EQP	Z	Miscellaneous Equipment	15.61067	Truck Scales	Optima Axle Truck Scale		HR
EQP	Z	Miscellaneous Equipment	15.61068	Water Tank, 4800 Gallon 2002	2002 4800 Gallon wAter Ta		HR
EQP	Z	Miscellaneous Equipment	15.62002	Lab Trailer, Williams 8x36 '87	1987 Williams 8x36 Lab Tr	CC73387	HR

EQP	Z	Miscellaneous Equipment	15.62003	Office Trlr, Acton 10x40 '91	1991 Acton 10x40 Office T	1918818	HR
EQP	Z	Miscellaneous Equipment	15.62004	Office Trlr, Williams 10x40 00	2000 Williams 10x40 Offic	T8L1047	HR
EQP	Z	Miscellaneous Equipment	15.62008	Storage Cont, 40FT 2018	2018 40FT Storage Contain	ARTU5035352	HR
EQP	Z	Miscellaneous Equipment	15.62009	Storage Cont, 40FT 2018	2018 40FT Storage Contain	FLXU9062416	HR
EQP	Z	Miscellaneous Equipment	15.62010	Storage Cont, 40FT 2018	2018 40FT Storage Contain	FXLU9062910	HR
EQP	Z	Miscellaneous Equipment	15.62011	Storage Cont, 20FT 2020	2020 20FT Storage Contain	FXLU1822615	HR
EQP	Z	Miscellaneous Equipment	15.62012	Storage Cont, 20FT 2020	2020 20FT Storage Contain	FXLU1803955	HR
EQP	Z	Miscellaneous Equipment	15.62013	Storage Cont, Ningo 40FT 2003	2003 Ningbo Xinhuachang 4	FSCU4325430	HR
EQP	Z	Miscellaneous Equipment	15.63016	Level, LCA-TC805L	LCA-TC805L Level	503688	HR
EQP	Z	Miscellaneous Equipment	15.63040	RM 606 Prism	Prism, RM 606	15423467	HR
EQP	Z	Miscellaneous Equipment	15.63041	Georadio 600	600 Georadio	10215339	HR
EQP	Z	Miscellaneous Equipment	15.63042	5600 Super Charger Kit	Super Charger Kit 5600	736146	HR
EQP	Z	Miscellaneous Equipment	15.63043	SV170 Display (FRU)	Display SV170 (FRU)	4409B32284	HR
EQP	L	Aggregate Equipment	15.63047	2012 Accugrade GPS Kit-Trimble	attached to EQ. 15.45029	C02577	HR
EQP	O	Road Maintenance Equipmen	15.64003	Arrow Board, Flashing (solar)	Flashing Arrow Board (sol	079208W	HR
EQP	T	Lift Trucks	15.65001	Forklift, Komatsu FG15H 1996	1996 Komatsu FG15H Forkli	80868	HR
EQP	I	Excavation Equipment	15.65005	Landscape Tiller, CatLT13 1999	1999 Cat LT13 Landscape T	AAS00299	HR
EQP	Z	Miscellaneous Equipment	15.65013	Gravel Bedding Box	Box, Gravel Bedding		HR
EQP	O	Road Maintenance Equipmen	15.65018	Spreader Box, Tucker	Tucker Spreading Box	8232	HR
EQP	Z	Miscellaneous Equipment	15.65020	Clam Shell Bucket 1/2 yd	Clam Shell BUcket 1/2 yd		HR
EQP	L	Aggregate Equipment	15.65021	Crusher, Concrete NPK 618A	NPK 618A Concrete Crusher	56134	HR
EQP	V	Generator Sets	15.65024	Generator, Cat 58kw	Cat 58kw Generator	2033118	HR
EQP	Z	Miscellaneous Equipment	15.65026	Rolling Straight Edge, Cline	Cline Rolling Straight Ed		HR
EQP	F	Skid Steer Loaders	15.65034	Tractor, Caterpillar 236B 2007	2007 Caterpillar 236B	HEN05918	HR
EQP	F	Skid Steer Loaders	15.65038	Tractor, CAT 236B 2007	2007 Caterpillar 236B	HEN07204	HR
EQP	F	Skid Steer Loaders	15.65041	Tractor, Caterpillar 236B 2007	2007 Caterpillar 236B	HEN07328	HR
EQP	Z	Miscellaneous Equipment	15.65080	Rolloff Container, 20cy Capaci	20cy Rolloff Container		HR
EQP	M	Asphalt Equipment	15.65088	Shuttle Buggy, MTV100E 2016	2016 Roadtec MTV100E	4008	HR
EQP	O	Road Maintenance Equipmen	15.65090	Broom, BA18HYD Cat 2008	2008 BA18HYD Cat Broom	AN202434	HR
EQP	M	Asphalt Equipment	15.65093	Shuttle Buggy, Roadtec 2009	2009 Roadtec Shuttle Bugg	MTV-1000D147	HR
EQP	F	Skid Steer Loaders	15.65098	Tractor, Cat 277B MTL 2008	2008 Cat 277B MTL Track L	JWF01730	HR
EQP	J	Off-Highway Trucks	15.65101	Water Wagon, Cat 613C 1994	1994 Cat 613C Water Wagon	8LJ00861	HR
EQP	J	Off-Highway Trucks	15.65103	Water Wagon, Cat 613C 1995	1995 Cat 613C Water Wagon	8LJ01375	HR
EQP	83	Light Plant	15.65104	Lightsource Light Plant	Light Plant, Lightsource	314622UGK789	HR
EQP	83	Light Plant	15.65105	Lightsource Light Plant	Light Plant, Lightsource	314627UGK789	HR
EQP	Z	Miscellaneous Equipment	15.65107	MM515 Mity Mite Pipe Puller	Puller, Mity Mite MM515 P		HR
EQP	F	Skid Steer Loaders	15.65112	Tractor,Cat 297D2 MTL 2017	2017 Cat 297D2 MTL	BL700275	HR
EQP	Z	Miscellaneous Equipment	15.65116	Blower - Buffalo BTCKB4		23145	HR
EQP	M	Asphalt Equipment	15.65117	Shuttle Buggy,Roadtec 1000D 14	2014 Roadtec 1000D MTV	MTV1000DX170	HR
EQP	Z	Miscellaneous Equipment	15.65118	Buffalo KB4 Blower		23644	HR
EQP	F	Skid Steer Loaders	15.65119	Tractor, CAT 297DHF 2015	2015 CAT 297DHF MTL	BL700232	HR
EQP	83	Light Plant	15.65120	Light Tower	2012 PRO Light	1262PRO2V12	HR
EQP	83	Light Plant	15.65122	Light Tower	2012 PRO II Light	1191PRO2V12	HR
EQP	83	Light Plant	15.65123	Light Tower	2012 PRO II Light	1254PRO2V12	HR
EQP	83	Light Plant	15.65124	Light Tower	2015 PROII LT	0201PR02V14	HR
EQP	83	Light Plant	15.65125	Light Tower	2015 RPOII LT	0001PR02V13	HR
EQP	83	Light Plant	15.65126	Light Tower	2015 PROII LT	0209PR02V14	HR
EQP	83	Light Plant	15.65127	Light Tower	2015 PROII LT	0202PR02V14	HR
EQP	83	Light Plant	15.65128	Light Tower	2013 PRO II Allmand	0012PR02V13	HR
EQP	83	Light Plant	15.65129	Light Tower	2014 PRO II Allmand	0204PRO2V14	HR
EQP	83	Light Plant	15.65130	Light Tower	2014 PRO II Light	1423PRO2V14	HR
EQP	83	Light Plant	15.65131	Light Tower	2014 PRO II Light	1426PRO2V14	HR
EQP	Z	Miscellaneous Equipment	15.65132	Telescopic Boom Lift	Genie S-40	S4003-7303	HR
EQP	Z	Miscellaneous Equipment	15.65133	Telescopic Boom Lift	Genie S65 DSL	S65-26414	HR
EQP	Z	Miscellaneous Equipment	15.65134	Telescopic Boom Lift	Genie S65 DSL 2016	S65-35234	HR
EQP	X	Air Compressors	15.65135	Compressor, 2016 Sullair	2016 Air Compressor	201602120041	HR
EQP	V	Generator Sets	15.65136	Generator, CAT 100kW	2012 CAT Generator	D4D02554	HR
EQP	83	Light Plant	15.65138	Light Tower		1109474	HR
EQP	Z	Miscellaneous Equipment	15.65139	Telescopic Boom Lift 2007	JLG 4005 2007	300116985	HR
EQP	X	Air Compressors	15.65140	Compressor, Ingersoll 2002	2002 Air Compressor	181612090317	HR
EQP	F	Skid Steer Loaders	15.65141	Tractor, Cat 272C 2011	2011 Cat 272C MTL	0272CKRD02322	HR
EQP	F	Skid Steer Loaders	15.65142	Tractor, Cat 299D2 2018	2018 Cat 299D2 MTL	JFD203610	HR
EQP	83	Light Plant	15.65143	Light Tower		1109476	HR
EQP	F	Skid Steer Loaders	15.65144	GCT Tractor, Cat 226D 2015	2015 Cat 226D MTL	CAT0226DHHRD1130	HR
EQP	Z	Miscellaneous Equipment	15.65145	GCT, Lull/Forklift, Cat 2002	2002 Cat Lull/Forklift	CAT0TH63VSWM08045	HR
EQP	Z	Miscellaneous Equipment	15.65147	UTV, JD Gator 2019	2019 JD Gator	1M0560EACKM021551	HR
EQP	Z	Miscellaneous Equipment	15.65148	Timble GPS Base Station	Base Station		HR
EQP	Z	Miscellaneous Equipment	15.65149	Fuel Master OKE	OKE Fuel Master		HR
EQP	Z	Miscellaneous Equipment	15.65150	Nuclear Power Density Gauge	Nuclear Power Density Gau		HR
EQP	Z	Miscellaneous Equipment	15.65151	Power Density Gauge	Power Density Gauge		HR
EQP	F	Skid Steer Loaders	15.65152	Tractor, Cat 299D3 2019	2019 CAT 299D3 MTL	DY900770	HR
EQP	F	Skid Steer Loaders	15.65153	Tractor, Kubota SVL75 MTL 12	2012 Kubota MTL	11336	HR
EQP	F	Skid Steer Loaders	15.65154	Tractor, CAT 299D 2013	2013 CAT 299D MTL	0299DJHCL00797	HR
EQP	F	Skid Steer Loaders	15.65155	R8 Auction Tractor, Kubota 16	2016 Kubota SV95 MTL	32807	HR

EQP	F	Skid Steer Loaders	15.65156	Tractor, Bobcat T590 T4 2017	2017 Bobcat T590 T4	ALJU22637	HR
EQP	F	Skid Steer Loaders	15.65157	Tractor, Bobcat T650 T4 2017	2017 Bobcat T650 T4	ALJG20184	HR
EQP	F	Skid Steer Loaders	15.65159	Tractor, CAT 289D 2019	2019 CAT 289D MTL	TAW10178	HR
EQP	O	Road Maintenance Equipmen	15.65160	Kubota MX5100F 2012	Kubota MX5100F 2012	14109	HR
EQP	F	Skid Steer Loaders	15.65161	Tractor, JD 325G 2019	2019 JD 325G MTL	1T0325GMEKJ356256	HR
EQP	F	Skid Steer Loaders	15.65162	Tractor, JD 333G 2019	2019 JD 333G MTL	1T0333GMCKF364069	HR
EQP	F	Skid Steer Loaders	15.65163	Tractor, CAT 299D 2020	2020 CAT 299D	DY901531	HR
EQP	F	Skid Steer Loaders	15.65164	Tractor,Bobcat S250 2008	2008 Bobcat S250	G396223	HR
EQP	M	Asphalt Equipment	15.65165	Shuttle Buggy, Roadtec 2010	2010 Roadtec 1000D	MTV1000DX154	HR
EQP	F	Skid Steer Loaders	15.65166	Tractor,JD 332G 2019	2019 JD 332G MTL	1T0332GMJJF340529	HR
EQP	83	Light Plant	15.65167	Light Tower		5ARLS1616AB003245	HR
EQP	83	Light Plant	15.65168	Light Tower		5ARLS1619AB003238	HR
EQP	Z	Miscellaneous Equipment	15.65169	Fuel Master PAL	PAL Fuel Master		HR
EQP	M	Asphalt Equipment	15.65170	Shuttle Buggy, Roadtec 2019	2019 Roadtec 1000E	4001	HR
EQP	Z	Miscellaneous Equipment	15.65173	Fuel Master PEN	PEN Fuel Master		HR
EQP	F	Skid Steer Loaders	15.65174	Tractor, CAT 299D3 2020	2020 CAT 299D3	DY901461	HR
EQP	Z	Miscellaneous Equipment	15.65175	Survey Equipment	PLC Survey Equipment		HR
EQP	F	Skid Steer Loaders	15.65176	Tractor, CAT 236D 2020	2020 CAT 236D	BGZ04934	HR
EQP	Z	Miscellaneous Equipment	15.65177	Fuel Master DEF	DEF Fuel Master		HR
EQP	Z	Miscellaneous Equipment	15.65178	Astec 271K Mobile Screen	Mobile Screen w JD engine	145866 / 143866	HR
EQP	F	Skid Steer Loaders	15.65179	Tractor, CAT 299D3XE 2020	2020 CAT 299D3XE and Cold	BX9020104	HR
EQP	F	Skid Steer Loaders	15.65180	Tractor, JD 318 2016	2016 JD 318	1T0318EJPFJ283638	HR
EQP	M	Asphalt Equipment	15.65181	Shuttle Buggy, Roadtec 2017	Roadtec MTV1100E	4005	HR
EQP	X	Air Compressors	15.65182	Compressor, Sullair SN5509	2020, Sulair Air Compress	202011210002	HR
EQP	M	Asphalt Equipment	15.65183	Shuttle Buggy, WeilerE1250B 21	Weiler E1250B 2021	1509	HR
EQP	Z	Miscellaneous Equipment	15.65184	GPS Base Station	Base Station		HR
EQP	F	Skid Steer Loaders	15.65185	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF396378	HR
EQP	F	Skid Steer Loaders	15.65186	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF395956	HR
EQP	F	Skid Steer Loaders	15.65187	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF395955	HR
EQP	Z	Miscellaneous Equipment	15.65188	GCT, Telescopic Boom Lift	Genie S6S DSL 2021	S6S-37419	HR
EQP	F	Skid Steer Loaders	15.65189	Tractor, Cat 299D3 2021	2021 CAT 299D3 MTL	DY904167	HR
EQP	X	Air Compressors	15.65190	Compressor, Atlas Copco 2021	2021 Atlas Copco Portable	4500A1012MR030795	HR
EQP	83	Light Plant	15.65191	Light Tower	2021 PRO II Light	08-003104	HR
EQP	83	Light Plant	15.65192	Light Tower	2021 PRO II Light	08-003112	HR
EQP	83	Light Plant	15.65193	Light Tower	2021 PRO II Light	08-003109	HR
EQP	F	Skid Steer Loaders	15.65194	Loader, John Deere 325G 2021	2021 John Deere 325G	1T0325GMVMJ395572	HR
EQP	F	Skid Steer Loaders	15.65195	Tractor, John Deere 325G 2019	2019 John Deere 325G	1T0325GMVKJ358485	HR
EQP	M	Asphalt Equipment	15.65196	Shuttle Buggy, Roadtec 1100 21	2021 Roadtec 1100 MTV	SN-4018	HR
EQP	F	Skid Steer Loaders	15.65197	Tractor, CAT 299D3XE 2021	2021 CAT 299D3XE	BX903226	HR
EQP	Z	Miscellaneous Equipment	15.65198	Light Tower	Magnum MLT65K Tower	3002704170	HR
EQP	X	Air Compressors	15.65199	Compressor, Doonsan C185 2016	2016 Doosan C185WKUB Air	477321UFAAF08	HR
EQP	F	Skid Steer Loaders	15.65200	Tractor, CAT 289D 2019	2019 CAT 289D	CAT0289DLTAW12137	HR
EQP	F	Skid Steer Loaders	15.65201	Tractor, Bobcat T770 2021	2021 Bobcat T770	AT63309398	HR
EQP	F	Skid Steer Loaders	15.65202	Tractor, Bobcat T770 2017	2017 Bobcat T770	AT6313134	HR
EQP	83	Light Plant	15.65205	Light Tower	Grandwatt 4TN4000XD-1720	GW-00012152015-07	HR
EQP	83	Light Plant	15.65207	Light Tower	PRO II Light Tower	08-003091	HR
EQP	83	Light Plant	15.65208	Light Tower	2021 PRO II Light Tower	08-003110	HR
EQP	83	Light Plant	15.65209	Light Tower	2021 PRO II Light Tower	08-003097	HR
EQP	Z	Miscellaneous Equipment	15.65210	GME Trench Box	8x20 Trench Box		HR
EQP	Z	Miscellaneous Equipment	15.65211	Tri Rex Fall Protection Cart		3178	HR
EQP	Z	Miscellaneous Equipment	15.65212	Tri Rex Fall Protection Cart		3222	HR
EQP	Z	Miscellaneous Equipment	15.65213	Pipe Laser, 2018 AGL GL 3000			HR
EQP	Z	Miscellaneous Equipment	15.65214	Pipe Laser, 2018 AGL GL 3000		GX2819	HR
EQP	Z	Miscellaneous Equipment	15.65215	Trench Box, Speed Shore 8x10			HR
EQP	Z	Miscellaneous Equipment	15.65216	Asphalt Recycler, Heat Design	HDE MR75-T		HR
EQP	Z	Miscellaneous Equipment	15.65217	Asphalt Heater, HM 4-48 2017	2017 Asphalt Heater	1604098IR48C1M1-1308	HR
EQP	Z	Miscellaneous Equipment	15.65218	2019 Raptor Batwing Mower		85822	HR
EQP	Z	Miscellaneous Equipment	15.65219	2021 FODS Track Out Mats			HR
EQP	Z	Miscellaneous Equipment	15.65220	Pipe Taping Machine, 2019	2019 Transmate 3"-8"	501909401	HR
EQP	Z	Miscellaneous Equipment	15.65221	Air Curtain Blower, T300 2017	2017 Air Burners T300	T30FDN17697	HR
EQP	Z	Miscellaneous Equipment	15.65222	Sod Layer, Bobcat	Bobcat Sod Layer	679100608	HR
EQP	Z	Miscellaneous Equipment	15.65223	Straw Crimper, Brown BDH-750		S306	HR
EQP	Z	Miscellaneous Equipment	15.65224	Tiller Attachmnt, Bobcat 76		SS106290	HR
EQP	Z	Miscellaneous Equipment	15.65225	Straw Mulcher, Agri Metal 97	1997 Agri Metal HP PTO L/	18341	HR
EQP	Z	Miscellaneous Equipment	15.65226	Leveling Disk, JD 637 2002		CNV-TITAN2	HR
EQP	Z	Miscellaneous Equipment	15.65227	Mulcher Atchmnt, Denis DAF 15	2015 Denis DAF180D	1501F8134	HR
EQP	Z	Miscellaneous Equipment	15.65228	Offset Disk, Tome TRW-20-S 18	2018 Rome TRW 20-S	10TRW-61S	HR
EQP	Z	Miscellaneous Equipment	15.65229	UTV, Cub Cadet Challenger 16	2016 Cub Cadet Chlnger 75	1212	HR
EQP	Z	Miscellaneous Equipment	15.65230	Blower Attachment, Buffalo 21		34369	HR
EQP	F	Skid Steer Loaders	15.65231	Tractor, John Deere 331G 2021	2021 John Deere 331G	1T0331GMEMF410070	HR
EQP	F	Skid Steer Loaders	15.65232	Tractor, CAT 299D3 2021	2021 CAT 299D3	BX903391	HR
EQP	Z	Miscellaneous Equipment	15.65233	Asphalt Heater Box		TBD UPON PURCHASE	HR
EQP	Z	Miscellaneous Equipment	15.65234	Pipe Laser, TP-L6AV 2021		PS000156	HR
EQP	F	Skid Steer Loaders	15.65235	Tractor, Bobcat T300 2007	2007 Bobcat T300 Track Lo	532015605	HR

EQP	F	Skid Steer Loaders	15.65238	Tractor, John Deere 331G 2017	2017 John Deer 331G Loade	1T0331GMCHF316455	HR
EQP	F	Skid Steer Loaders	15.65239	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GKJJF334695	HR
EQP	F	Skid Steer Loaders	15.65240	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GMCJF325386	HR
EQP	M	Asphalt Equipment	15.65243	Shuttle Buggy, Weiler 2018	2018 Weiler Shuttle Buggy	1W9E1250KJB001209	HR
EQP	V	Generator Sets	15.65244	Generator, MCII 60kw 2002	2002 MCII 60kw Generator	HX62925	HR
EQP	V	Generator Sets	15.65245	Generator, MCII 60kw 2002	2002 MCII 60kw Generator	HX62569	HR
EQP	V	Generator Sets	15.65246	Generator, MCII 60kw 2010	2010 MCII 60kw Generator	HX70225	HR
EQP	V	Generator Sets	15.65247	Generator, MCII 60kw 2010	2010 MCII 60kw Generator	HX70250	HR
EQP	V	Generator Sets	15.65248	Generator, TA 100kw 2012	2012 TA 100kw Generator		HR
EQP	W	Pumps	15.65251	Pump, Thompson Vacuum Asst 8"	8" Thompson Vacuum Assist	8V118	HR
EQP	W	Pumps	15.65252	Pump, Thompson Hydraulic 6"	6" Thompson Hydraulic Pum	3SHPU243	HR
EQP	W	Pumps	15.65256	Pump, Thompson Enviroprime 6"	6" Thompson Enviroprime P	6TSC259	HR
EQP	W	Pumps	15.65259	Pump, Thompson Trailer Mtd 6"	6" Thompson Trailer Mtd P	6JSCF240	HR
EQP	W	Pumps	15.65261	Pump, Thompson Portable 8"	8" Thompson Portable Pump	12JSCG193	HR
EQP	W	Pumps	15.65262	Pump, Pioneer Trailer Mtd 6"	6" Pioneer Trailer Mtd Pu	P6C00TE42	HR
EQP	Z	Miscellaneous Equipment	15.65263	Conveyor, Custom Stationary	Custom Stationary Conveyo		HR
EQP	Z	Pickup Trucks	15.65264	Bucket Truck, Ford F700 1991	1991 Ford F700 w/ 91 Alte	1FDWK74P7MVA22120	HR
EQP	Z	Miscellaneous Equipment	15.65265	Mower, John Deere Z915E 2021	2021 John Deere Z915E Mow	1TC915ECLMT092230	HR
EQP	Z	Miscellaneous Equipment	15.65266	Sod Installer, KWMI Ride-On	2021 KWMI RideOn Sod Inst		HR
EQP	Z	Miscellaneous Equipment	15.65268	Telehandler, Cat TH83 1999	1999 Cat TH83 Telehandler	3RN02022	HR
EQP	O	Road Maintenance Equipmen	15.65269	Mixer, Cat RM250C Reclaim 2003	Cat RM250C Mixer/Reclaime	CATRM250TAWG00290	HR
EQP	Z	Miscellaneous Equipment	15.65270	Gator, John Deere ATV 2019	2019 JD Side by Side Gato	1M0590MBTKM020816	HR
EQP	Z	Miscellaneous Equipment	15.65271	Gator, John Deere ATV 2020	2020 JD Side by Side Gato	1M0590MBELM030289	HR
EQP	83	Light Plant	15.65272	Light Tower	2011 PRO II Allmand	0609PR011	HR
EQP	Z	Miscellaneous Equipment	15.65273	Mower, John Deere Z930M 2019	2019 John Deere Z930M Mow	1TC930MVPJT070084	HR
EQP	Z	Miscellaneous Equipment	15.65274	Mower, John Deere Z820A 2009	2009 John Deere Z820A Mow	TC820AG010186	HR
EQP	83	Light Plant	15.65275	Light Tower	2012 PRO II Allmand	3531PR0212	HR
EQP	83	Light Plant	15.65276	Light Tower	2011 Magnum MLT3060M Towe	1103218	HR
EQP	83	Light Plant	15.65277	Light Tower	2013 Magnum MLT3060K Towe	1302948	HR
EQP	83	Light Plant	15.65278	Light Tower	2014 Magnum MLT3060M Towe	1414579	HR
EQP	83	Light Plant	15.65279	Light Tower	2020 Generac MLTSMDS Towe	3006863279	HR
EQP	83	Light Plant	15.65280	Light Tower	2020 Generac MLT6SMDS Tow	3006863289	HR
EQP	83	Light Plant	15.65281	Light Tower	2006 Terex RL4060D1-4MH T	GUF25578	HR
EQP	83	Light Plant	15.65282	Light Tower	2006 Terex RL4060D1-4MH T	GUF25575	HR
EQP	Z	Miscellaneous Equipment	15.65283	Gator, John Deere XUV 2007	2020 JD XUV 620I 4x4 Gato	M0XUVGX010781	HR
EQP	F	Skid Steer Loaders	15.65284	Tractor, John Deere 325G 2019	2019 John Deer 325G Loade	1T0325GMJKJ356359	HR
EQP	Z	Miscellaneous Equipment	15.65285	Radar, Radiodetection Grid Pen	Radiodetection Grid Radar	7508561001	HR
EQP	Z	Miscellaneous Equipment	15.65286	ATV, Yamaha Viking 2015	2015 Yamaha Viking 4x4 AT	5Y4AM8ZY3FA101103	HR
EQP	O	Road Maintenance Equipmen	15.65287	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1210GG301890	HR
EQP	O	Road Maintenance Equipmen	15.65288	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1211GG301901	HR
EQP	Z	Miscellaneous Equipment	15.65289	Mower, Bad Boy Elite	2014 Bad Boy Elite Mower		HR
EQP	O	Road Maintenance Equipmen	15.65290	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1214GG301889	HR
EQP	Z	Miscellaneous Equipment	15.65291	Camera, Earthcam Solar Trailer	Earthcam Solar Trailer Ca	MTCAM0000510047	HR
EQP	Z	Miscellaneous Equipment	15.65292	Container, 40' Storage 2018	2018 40' Storage Containe	LFIU8006922	HR
EQP	Z	Miscellaneous Equipment	15.65293	Tire Changer, Coats 1400 2D	Coats Balancer Tire Chang	1812306134	HR
EQP	Z	Miscellaneous Equipment	15.65294	Tire Changer, Coats HIT 5000	Coats HIT 5000 Tire Chang	506400470	HR
EQP	Z	Miscellaneous Equipment	15.65295	Tire Changer, Coats RC-55	Coats RC-55 Tire Changer	1904101036	HR
VEH	1	On-Highway Trailers	15.65296	Trailer, Sanchez Straight Edge	Sanchez Straight Edge Tra		HR
VEH	1	On-Highway Trailers	15.65297	Trailer, Sanchez Straight Edge	Sanchez Straight Edge Tra		HR
EQP	F	Skid Steer Loaders	15.65298	Tractor, John Deere 317G 2018	2018 John Deer 317G Loade	1T0317GJCJJ333801	HR
EQP	Z	Miscellaneous Equipment	15.65300	Coupler Fork, 444-624	2018 John Deer 317G Loade	J000098808-1	HR
EQP	Z	Miscellaneous Equipment	15.65301	Coupler Fork, 444-624	2018 John Deer 317G Loade	J000120889-1	HR
EQP	Z	Miscellaneous Equipment	15.65303	Mulching Head, Magnum Mini 05	2005 Magnum Mini		HR
EQP	Z	Miscellaneous Equipment	15.65304	Planer, JD CP24E 2020	2020 JD CP24E	1T0CP24ECL0000010	HR
EQP	F	Skid Steer Loaders	15.65305	Tractor, CAT 236D3 2022	2022 CAT 23D3	CAT0236DLJXL01942	HR
EQP	F	Skid Steer Loaders	15.65306	Tractor, CAT 299D3XE 22	2022 CAT 299D3XE RPO	CAT0299DCLB301478	HR
EQP	F	Skid Steer Loaders	15.65307	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GKPJF327057	HR
EQP	X	Air Compressors	15.65308	Compressor, Sullair 185JD	2006 Sullair Air Compress	200605170063	HR
EQP	F	Skid Steer Loaders	15.65309	Tractor, John Deere 333G 2021	2021 John Deere 333G	1T0333GMCMF390276	HR
EQP	M	Asphalt Equipment	15.65310	Shuttle Buggy, Weiler 2023	2023 Weiler E1250C Shutti	1W9E1250HPC001612	HR
EQP	M	Asphalt Equipment	15.65311	RPO ShuttleBu, Roadtec 1100 22	RPO 2022 Roadtec MTV1100E	4019	HR
PLT	Z	Miscellaneous Equipment	15.66001	Asphalt Plant, CMI PTD 400 '93	1993 CMI PTD 400 Asphalt		HR
PLT	Z	Miscellaneous Equipment	15.66003	Asphalt Plant CMI PTD 400 2000	2000 CMI PTD 400 Asphalt		HR
PLT	M	Asphalt Equipment	15.66005	Asphalt Plant CMI PTD 400 2002	2002 CMI PTD 400 Asphalt		HR
EQP	Z	Miscellaneous Equipment	15.70001	2000 Tiara 43		SSUS4096E900	HR
PLT	M	Asphalt Equipment	15.92007	Burner, Long Reach Starjet		M61449	HR
PLT	M	Asphalt Equipment	15.94013	Fiber Metering Device	10K Heavy duty	12-112	HR
PLT	M	Asphalt Equipment	15.95008	Drag Chain 6x4x3/8x32"		A2868 K2E3	HR
PLT	M	Asphalt Equipment	15.98034	Drag Chain Double 6x4x3/8x34"		A2868	HR
EQP	Z	Miscellaneous Equipment	15.99000	I/C Rentals	I/C Rentals	12345	HR
EQP	Z	Miscellaneous Equipment	15.99001	Lab Trailer, Williams 1999	1999 Williams Lab Trailer	DS-08940	HR
EQP	Z	Miscellaneous Equipment	15.99510	Miscellaneous FRP	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99520	Miscellaneous WLD	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99530	Miscelaneous PCY			HR

EQP	Z	Miscellaneous Equipment	15.99535	Small Engine, PCY			HR
EQP	Z	Miscellaneous Equipment	15.99550	Miscellaneous HOS/TAL	GAS		HR
VEH	Z	Miscellaneous Equipment	15.99555	Miscellaneous TLH	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99560	Miscellaneous PLC	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99570	Miscellaneous OKE	GAS		HR
EQP	Z	Miscellaneous Equipment	15.99580	Miscellaneous PAL	GAS		HR
EQP	Z	Miscellaneous Equipment	15.99585	Miscellaneous Pen			HR
EQP	I	Excavation Equipment	15.99902	Troxler Gyratory 41408	Troxler 41408 Gyratory	741	HR
PLT	Z	Miscellaneous Equipment	15.99903	NCAT Asphalt Furnace	NCat Asphalt Furnace	1087990651272	HR
EQP	Z	Miscellaneous Equipment	15.99998	General Equipment Number	General Equipment Number	1234567	HR
EQP	Z	Miscellaneous Equipment	15.99999	Outside Rentals	Outside Rentals	123456	HR
VEH	2	Pickup Trucks	15.L0009	Donald Tate, Ford Expedit 2015	2015 Ford Expedition	1FMJU1HT3FEF16261	HR
VEH	2	Pickup Trucks	15.L0028	Chris Harrell,Jeep Wrangler 07	2007 Jeep Wrangler X Limi	1J4GB39157L115167	HR
VEH	2	Pickup Trucks	15.L0032	Bruno Hartwich - Pickup	Chevrolet 1500, 1996	2GCEC19W2T1136309	HR
VEH	2	Pickup Trucks	15.L0040	Pursell, Chad - Pickup	Toyota Tundra, 2004	5TBET34194S462246	HR
VEH	4	Sport Utility Vehicles	15.L0073	Lago, Karen Ford	Ford		HR
VEH	4	Sport Utility Vehicles	15.L0074	Robert Delisle, Jeep Cherokee	2021 Jeep Grand Cherokee	1C4RJEBGXMC862562	HR
VEH	2	Pickup Trucks	15.L0077	Travis Jamison - Truck	2015 Nissan Titan	1N6BA0EC0FN500600	HR
VEH	4	Sport Utility Vehicles	15.L0078	Ross, Penny - Toyota Camry		123	HR
VEH	4	Sport Utility Vehicles	15.L0083	Dalton, Grady - Toyota Car		321	HR
VEH	2	Pickup Trucks	15.L0085	Jeremy Bayn Powell Pickup	2012 Ford F150	1FTFW1ET4CFB36909	HR
VEH	2	Pickup Trucks	15.L0095	James Patterson, Ram 2022	2022 Dodge Ram 2500	3C6UR5DL0NG165162	HR
VEH	2	Pickup Trucks	15.L0099	Jimmy Strain Pick Up	2010 Chevrolet	3GCRCSE02AG204377	HR
VEH	2	Pickup Trucks	15.L0107	Thurman Matney- Pickup	Dodge Ram 2014	3C6JR6AT7EG284887	HR
VEH	2	Pickup Trucks	15.L0109	Robert Pecher, Ford 2003	Ford 2003		HR
VEH	2	Pickup Trucks	15.L0110	Justin Andrews, SILV1500 2014	2014 SILV1500 2 WD	3GCPCREC1EG284464	HR
VEH	2	Pickup Trucks	15.L0113	Michael Eastmond, Ford F250 15	2015 Ford F250	1FT7W2BT2FEA27065	HR
VEH	2	Pickup Trucks	15.L0116	Kenneth Ramsdell, F150 2019	2019 Ford F150	1FTEW1C57KFB83687	HR
VEH	2	Pickup Trucks	15.L0122	Matt Steele, Ford F150 2018	2018 Ford F150	1FTEW1EGXJFD48919	HR
VEH	2	Pickup Trucks	15.L0123	Chad Schind, Ford F250 2002	2002 Ford F250	1FTNX21F12EA96999	HR
VEH	2	Pickup Trucks	15.L0126	Paul Carlson, Ford F250 2022	2022 Ford F250	1FT7W2B6SNEG30505	HR
VEH	2	Pickup Trucks	15.L0127	Richard Straily, Ford F250 21	2021 Ford F250	1FTEW1CG8HKD51760	HR
VEH	2	Pickup Trucks	15.L0132	William Joiner, Ford 150 2010	2010 Ford F150	1FTFW1CV3AK38785	HR
VEH	4	Sport Utility Vehicles	15.L0133	Holly Toole, Toyota Corolla 22	2022 Toyota Corolla Cross	7MUEAAAG2NV025903	HR
VEH	2	Pickup Trucks	15.L0145	Ed Miller, Ford F250 2022	2022 Ford F250	1FT7W2BT7NEE12829	HR
VEH	2	Pickup Trucks	15.L0147	Matt Carden, GMC 1500 2022	2022 GMC 1500 Sierra		HR
VEH	2	Pickup Trucks	15.L0149	Charles Wibbing			HR
VEH	2	Pickup Trucks	15.L0150	Christy Roper, Chevy 2021	2021 Chevy Silverado	1GCPYCEF0MZ233769	HR
VEH	4	Sport Utility Vehicles	15.L0151	Sal Bonacci, Jeep Wrangler 16	2016 Jeep Wrangler	1C4BJWDG0GL306463	HR
VEH	2	Pickup Trucks	15.L0155	Mike Darville, Chevy 2018	2018 Chevy	3GCUKREC7JG476410	HR
VEH	2	Pickup Trucks	15.L0160	Jacob Ertle, Toyota Tundra 21	2021 Toyota Tundra	5TFHYSF16MX973132	HR
VEH	2	Pickup Trucks	15.L0161	Jamie Moretz, Ford F250 2018	2018 Ford F250	1FT7W2BTXJEC87402	HR
VEH	2	Pickup Trucks	15.L0166	Bryan Turner, Ford F350 2017	2017 Ford F150	1FTBW3DT7HEB45428	HR
VEH	2	Pickup Trucks	15.L0167	Lance Holland, Ford F150 2018	2018 Ford F150	1FTEW1E57JKF33208	HR
VEH	2	Pickup Trucks	15.L0168	Calvin Lewis, Tacoma 2022	2022 Toyota Tacoma	3TMAZ5CN3NM187575	HR
VEH	2	Pickup Trucks	15.L0169	John Behory, Ford 2016	2016 Ford	1FTEW1EF1GKF65623	HR
VEH	2	Pickup Trucks	15.L0170	William Rainard, GMC Sierra 20	2020 GMC Sierra	3GTU9CED3LG111971	HR
VEH	2	Pickup Trucks	15.L0173	Darren Wilder, Dodge Ram 2018	2018 Dodge Ram	3C6RR7KTXJG167628	HR
VEH	2	Pickup Trucks	15.L0175	Justin Holloway, Ford F150 15	2015 Ford F150	1FTEW1EFXFKF01580	HR
VEH	4	Sport Utility Vehicles	15.L0176	Connie Crowley, Acura MDX 2016	2016 Acura MDX	5FRYD3H49GB019589	HR
VEH	4	Sport Utility Vehicles	15.L0178	Macy Rogers, GMC Yukon 2016	2016 GMC Yukon	JTEZU5JR7F5085738	HR
VEH	2	Pickup Trucks	15.L0179	Bobby Braun, Chvy Avalance 03	2003 Chevy Avalanche	3GNEK13T03G208902	HR
VEH	2	Pickup Trucks	15.L0182	James Haywood, Dodge Ram 2023	2023 Dodge Ram	1C6SRFHT9PN522548	HR
VEH	2	Pickup Trucks	15.L0183	James Grier, Dodge Ram 2019	2019 Dodge Ram	1C6RR6FG4KS564656	HR
VEH	4	Sport Utility Vehicles	15.L0184	Noah Baker,GMC Envoy 2007	2007 GMC Envoy	1GKDS13S672201385	HR
VEH	2	Pickup Trucks	15.L0187	Billy Powell, Ford F250 2020	2020 Ford F250	1FT722BT6LEC54979	HR
VEH	2	Pickup Trucks	15.L0188	Bill Anderson, Ddg Ram 1500 18	2018 Dodge Ram 1500	1C6RR6PT8JS195598	HR
VEH	2	Pickup Trucks	15.L0189	Eli Miller, GMC 1500 2022	2022 GMC 1500 Sierra	TBD-1018-2	HR
VEH	4	Sport Utility Vehicles	15.L0191	Tonya Turner, Chevy Tahoe 2018	2018 Chevy Tahoe	1GNSCBKC6JR111708	HR
VEH	4	Sport Utility Vehicles	15.L0192	Mark D'Annunzio, Jeep GC 2021	2021 Jeep Grand Cheroke	1C4RJEBG9MC843775	HR
VEH	4	Sport Utility Vehicles	15.L0193	Sue Walker, Ford Expedition 21	2021 Ford Expedition	1FMJU1KT7MEA69164	HR
VEH	4	Sport Utility Vehicles	15.L0194	Kathryn Barnes, Ford Exp 2021	2021 Ford Expedition	1FMJK1JT7MEA40657	HR
VEH	4	Sport Utility Vehicles	15.L0196	Michelle Davis, Kia Sorento 13	2013 Kia Sorento	5XYKT3A69DG403849	HR
VEH	2	Pickup Trucks	15.L0198	Courtland Stoltz, Frontier 18	2018 Nissan Frontier	1N6AD0ER7JN760623	HR
VEH	2	Pickup Trucks	15.L0199	Leland Caudill, Chevy Silv 22	2022 Chevy Silv 1500	3GCUYGED3NG1200134	HR
VEH	2	Pickup Trucks	15.L0200	Victoria Blocker, Nis Titan 11	2011 Nissan Titan	1N6BA0EKXBN325614	HR
VEH	4	Sport Utility Vehicles	15.L0201	Christina Sheets, Toyota 4R 21	2021 Toyota 4Runner	JTEFU5JR3M5241886	HR
VEH	2	Pickup Trucks	15.L0202	Ernest Barnett, Chev Silv 2019	2019 Chevy Silverado	2GCVKPEC4K1166458	HR
VEH	2	Pickup Trucks	15.L0204	Daniel Hoyt, GMC Sierra 2013	2013 GMC Sierra	1GT120C87DF186476	HR
VEH	2	Pickup Trucks	15.L0206	James Johnson, Dodge Ram 2022	2022 dodge Ram 1500	1C6SRFLT1NN192313	HR
VEH	2	Pickup Trucks	15.L0210	Frank Bly, Toyoya Tacoma 2019	2019 Toyota Tacoma	3TMCZ5ANXLM349906	HR
VEH	2	Pickup Trucks	15.L0211	Jake Benitez, Ram 2500 2020	2020 Ram 2500	3C6UR5SL3LG200289	HR
VEH	2	Pickup Trucks	15.L0212	David Corbin, Silverado 2019	2019 Chevy Silverado	3GCUYEED2KG298276	HR
VEH	2	Pickup Trucks	15.L0213	Darryl Finch, GMC 2018	2018 GMC	3GTU2LEC6JG199861	HR

VEH	2	Pickup Trucks	15.L0215	Joseph Peterson, Ford F250 18	2018 Ford F250	1FT7W2BT1JEC61285	HR
VEH	2	Pickup Trucks	15.L0217	John Pollman, Ford F150 2023	2023 Ford F150	1FTFW1ED0PF822231	HR
VEH	2	Pickup Trucks	15.L0218	Campbell Swatts, Silverado 22	2022 Chevy Silverado	1GC4YREY5LF135456	HR
VEH	2	Pickup Trucks	15.L0219	Robert Gross, Ram 2500 2015	2015 Dodge Ram 2500	3C6UR5DL1FG520275	HR
VEH	2	Pickup Trucks	15.L0221	Chris Gross, Toyota Tundra 19	2019 Toyota Tundra	5TFAY5F16KX786617	HR
VEH	2	Pickup Trucks	15.L0222	John Bass, Toyota Tundra 2020	2020 Toyota Tundra	5TFHY5F19LX927194	HR
VEH	2	Pickup Trucks	15.L0223	Ronald Drake, Chev Tahoe 2017	2017 Chevy Tahoe	1GNSCBKC6HR289175	HR
VEH	2	Pickup Trucks	15.L0224	Robert Cornell, Chevy Silv 18	2018 Chevy Silverado	3GCUKREC5JG626482	HR
VEH	2	Pickup Trucks	15.L0225	Calvin L Smith, Chevy Silv 21	2021 Chevy Silverado	1GC4YUEY7MF157690	HR
VEH	2	Pickup Trucks	15.L0228	Bryce Littlefield, Toy Tund 16	2016 Toyota Tundra	5TFDW5F11GX551309	HR
VEH	2	Pickup Trucks	15.L0229	Joseph True, Ford F150 2019	2019 Ford F150	1FTEW1EP3KFC06493	HR
VEH	2	Pickup Trucks	15.L0231	Michael Ford, Chevy Silv 2020	2020 Chevy Silverado	3GCUYDED2LG163181	HR
VEH	4	Sport Utility Vehicles	15.L0232	Carlos Gonzalez, Kia 2020	2020 Kia Telluride	5XYP54HC1LG066075	HR
VEH	4	Sport Utility Vehicles	15.L0233	Caitlin Harrison, 4Runner 2021	2021 Toyota 4 Runner	JTEFU5JRXM5233753	HR
VEH	2	Pickup Trucks	15.L0234	James Davis, Chev Silverado 14	2014 Chevy Silverado	3GCUKREC6EG427088	HR
VEH	2	Pickup Trucks	15.L0235	David Weeks, Jeep Wrangler 20	2020 Jeep Wrangler	1C4HJXEG5LW267716	HR
VEH	2	Pickup Trucks	15.L0236	Christian Grimes, GMC 2022	2017 Toyota Tacoma	1GTUUEET4NZ603073	HR
VEH	2	Pickup Trucks	15.L0238	Austin Amos, Ram 1500 2013	2013 Dodge Ram 1500	1C6RR7GT4DS699933	HR
VEH	2	Pickup Trucks	15.L0239	Casey Martin, Ford F250 2020	2020 Ford F250	1FT7W23T6LEE58794	HR
VEH	2	Pickup Trucks	15.L0240	Arthur Calder, GMC 2500 22	2022 GMC K2500	1GT49REYXNF160773	HR
VEH	4	Sport Utility Vehicles	15.L0241	Jose Hernandez, Ford Expl 2020	2020 Ford Explorer	1FMSK7DH8LGD13476	HR
VEH	2	Pickup Trucks	15.L0242	Brittany Bradly, Kia Telluride 21	2021 Kia Telluride Sport	5XYP34HC8MG165550	HR
VEH	2	Pickup Trucks	15.L0243	Robert Calhoun, Ford F150 2014	2014 Ford F150	1FTFW1EF0EFC63542	HR
VEH	2	Pickup Trucks	15.L0244	Larry Martin, Ford F150 2018	2018 Ford F150	1FTEW1EP3JFE37330	HR
VEH	2	Pickup Trucks	15.L0245	Dianne Beasley, Tacoma 2013	2013 Toyota Tacoma	5TFTX4GNXDX019850	HR
VEH	2	Pickup Trucks	15.L0246	Phillip Ondrovic, Silverado 21	2021 Chevy Silverado	1GCUYDED3MZ302638	HR
VEH	2	Pickup Trucks	15.L0247	Robert Matthews, Ford F150 22	2022 Ford F150 King Ranch	1FTEW1E88NFA84422	HR
VEH	2	Pickup Trucks	15.L0248	Donald Lipford, Ford F250 2015	2015 Ford F250	1FT7W2BT0FEC51337	HR
VEH	2	Pickup Trucks	15.L0250	James Wilkerson, Chevy Sil 23	2023 Chevy Silverado	2GC4YNEY9P1710955	HR
VEH	2	Pickup Trucks	15.L0251	Kelby Sheets, Silverado 2014	2014 Chevy Silverado	1GCNKREC8EZ226586	HR
VEH	2	Pickup Trucks	15.L0252	Melissa Thomas, GMC Terrain 21	2021 GMC Terrain Sport WG	3GKALVEV9ML399310	HR
VEH	2	Pickup Trucks	15.L0253	Aaron Palmer, Ford F150 2017	2017 Ford F150	1FTEW1EF4HFA85389	HR
VEH	2	Pickup Trucks	15.L0254	Chris Bauldree, Chevy Trave 15	2015 Chevy Traverse	1GNKRFED2FJ249827	HR
VEH	2	Pickup Trucks	15.L0255	James Moller, Chevy Silv 2021	2021 Chevy Silverado	1GC4YLEY0MF129045	HR
VEH	2	Pickup Trucks	15.L0257	Brian Owen, Dodge Ram 1500 19	2019 Dodge Ram 1500	1C6RREJT7KN635152	HR
VEH	2	Pickup Trucks	15.L0258	Steve Straily, Ford F150 2023	2023 Ford F150	1FTEW1CP6PKD73903	HR
VEH	2	Pickup Trucks	15.L0260	Todd Batchelor, GMC K2500 20	2020 GMC K2500	1GT49PEY9LF308980	HR
VEH	2	Pickup Trucks	15.L0261	Victor Jackson, Nissan Titan	2011 Nissan Titan	1N6BA0EC3BN316150	HR
VEH	2	Pickup Trucks	15.L0262	Jeremy Bowman, Dodge 1500 20	2020 Dodge Ram 1500	1C6RREFT4LN306581	HR
VEH	2	Pickup Trucks	15.L0263	John Scherer, Tundra 2022	2022 Toyota Tundra	5TFLA5AB6NX003538	HR
VEH	4	Sport Utility Vehicles	15.L0264	Morgan Quirk, Kia Telluride 23	2023 Kia Telluride	5XYP34GC6PG387834	HR
VEH	2	Pickup Trucks	15.L0265	Aaron Gray, Chevy Silverado 12	2012 Chevy Silverado	3GCPCSE02CG140027	HR
VEH	2	Pickup Trucks	15.L0266	William Thames, Colorado 2021	2012 Chevy Colorado	1GCGSCEN7M1141372	HR
VEH	2	Pickup Trucks	15.L0267	James Haney, Toyota Tundra 23	2023 Toyota Tundra	5FTJC5DB3PX020880	HR
VEH	2	Pickup Trucks	15.L0269	Clinton Hopper, Ford F250 2017	2017 Ford F250	1FT7W2BT9HEF05615	HR
VEH	4	Sport Utility Vehicles	15.L0270	Ryan Dix, Dodge Journey 2015	2015 Dodge Journey	3C4PDCBB3FT535452	HR
VEH	4	Sport Utility Vehicles	15.L0271	Nabilah Miah, Honda Civic 2019	2019 Honda Civic	19XFC1F39KE013851	HR
VEH	2	Pickup Trucks	15.L0272	Danny Peters, Ford F250 2020	2020 Ford F250	1FT7W2BT7LED44609	HR
VEH	2	Pickup Trucks	15.L0273	Aaron Campbell,GMC Canyon 2018	2018 GMC Canyon	1GTG6DEN5J1182587	HR
VEH	2	Pickup Trucks	15.L0274	John Gilliland,GMC Sierra 2019	2019 GMC Sierra	2GTV2LEC0K1176591	HR
VEH	4	Sport Utility Vehicles	15.L0275	Kalan Langston,GMC Acadia 2017	2017 GMC Acadia	1GKKNJLA7HZ244700	HR
VEH	2	Pickup Trucks	15.L0276	Adalberto Satiago,ToyotaTun 16	2016 Toyota Tundra	5TFRM5F10GX096707	HR
VEH	4	Sport Utility Vehicles	15.L0277	Ana Malo, Nissan Sentra 2015	2015 Nissan Sentra	3N1AB7APXFL679177	HR
VEH	2	Pickup Trucks	15.L0278	Herbert Joyner, Ram 1500 2014	2014 Dodge Ram 1500	1C6RR7FT7ES123725	HR
VEH	2	Pickup Trucks	15.L0279	Joseph Chambliss,Toyota Tun 10	2010 Toyota Tundra	5TFRY5F16AX087036	HR
EQP	78	Trailer	15.R0034	Trailer, 14 X 60 Off, Modspace	Modspace, 14 X 60 Off Tra	DSI14013A	HR
EQP	78	Trailer	15.R0035	Trailer, 14 X 60 Off, Modspace	Modspace, 14 X 60 Off Tra	DSI14013B	HR
HVH	0	On-Highway TruckS	15.R0075	Dump Truck, Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX6GF480767	HR
HVH	0	On-Highway TruckS	15.R0076	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX1GF480773	HR
HVH	0	On-Highway TruckS	15.R0077	Dump Truck,Kenworth T800 2016	T800 Kenmworth Dump Truck	3BKDXPEX4GF480766	HR
HVH	0	On-Highway TruckS	15.R0078	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX6GF480770	HR
HVH	0	On-Highway TruckS	15.R0079	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEXXGF480769	HR
HVH	0	On-Highway TruckS	15.R0080	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEXXGF480772	HR
HVH	0	On-Highway TruckS	15.R0081	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX8GF480768	HR
HVH	0	On-Highway TruckS	15.R0095	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX0GJ123813	HR
HVH	0	On-Highway TruckS	15.R0096	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX2GJ123814	HR
HVH	0	On-Highway TruckS	15.R0097	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX4GJ123815	HR
HVH	0	On-Highway TruckS	15.R0098	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX6GJ123816	HR
HVH	0	On-Highway TruckS	15.R0099	Dump Truck, Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX8GJ123817	HR
HVH	0	On-Highway TruckS	15.R0100	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EXXGJ123818	HR
HVH	0	On-Highway TruckS	15.R0119	Dump Truck,Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164839	HR
HVH	0	On-Highway TruckS	15.R0120	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX8HJ164840	HR
HVH	0	On-Highway TruckS	15.R0121	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EXXHJ164841	HR
HVH	0	On-Highway TruckS	15.R0122	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164842	HR

HVH	0	On-Highway TruckS	15.R0123	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX3HJ164843	HR
HVH	0	On-Highway TruckS	15.R0124	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EXXHJ164838	HR
EQP	48	Dump Off Rd	15.R0126	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXCGE674301	HR
EQP	48	Dump Off Rd	15.R0127	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXPGE674303	HR

DANIEL A HOYT

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Summary of Qualifications

- **Industry experience – 25+ years in public and private infrastructure projects from hands-on operations roles to project and division management leadership**
- **P & L management – responsible for financial results from project to division level**
- **Strategic growth – expansion through acquisitions and organic growth in existing and new markets**
- **Leadership – skilled at influencing subordinates, peers, superiors and outside stakeholders through trust, commitment and teamwork**
- **Commitment to safety – track record of operating in a safety-first manner for the protection of construction teams and betterment of company financial performance**
- **Customer focus – promoting win-win relationships for company and project owners**

Work History

July 2015 – Present

The Lane Construction Corporation

Construction Manager, Area 5 B of I-4 Ultimate ***(November 2017 – Present)***

Lane is part of a three-party construction joint venture team (Skanska, Granite, Lane) building a $2.6B design-build/P3 project for FDOT D5 reconstructing 21 miles of I-4, including the addition of four tolled express lanes while maintaining the existing, free general use lanes through Orlando, FL. Dan leads operations for earthwork fill, asphalt paving, concrete paving and concrete barrier wall.

Headcount under Dan's responsibility ranges from 180 to 240 employees (current) with direct reports including:

- General Superintendent, Roadway – over 2.5MM cy earthwork fill and trucking operation, 240,000 cy of concrete paving, 210 miles of CIP barrier wall, and concrete plant operations. Team includes 7 additional superintendents and 14 foremen.
- Senior Asphalt Superintendent – over 1.6MM tons of asphalt paving operations. Team includes 2 additional superintendents and 5 foremen.
- Senior Project Engineers – over scheduling, job costing, billing, submittals, etc.
- Quality Control

Project Manager, I-35 Express Project ***(July 2015 – November 2017)***

Dan was asked to rejoin Lane and turnaround a struggling asphalt operation on $1.7B three-party joint venture (Archer Western, Granite, Lane) constructing a design-build project consisting of 28 miles of IH-35E in Dallas & Denton Counties, TX. More than 1.5MM tons of asphalt were used in constructing the roadway, of which more than 340,000 tons were stone mastic asphalt (SMA). Dan was responsible for all asphalt construction and daily production at the on-site plant.

Upon joining the project, Dan inherited one paving crew and was tasked with ramping up the operation to meet project milestones. Dan brought on 3 additional crews and led a group of 2 superintendents, 4 foremen, 2

project engineers and added a subcontractor partner (3 crews and an on-site plant). Key to the successful turnround of the paving operation was close coordination with earthwork and bridge operations.

March 2015 to July 2015

DAB Construction, Vice President

Responsible for all operations of a $80MM per year company consisting of a construction division (grading, underground utility, asphalt paving) and three asphalt plants. Responsible for all facets from estimating to financial profit and loss.

November 2013 to March 2015

DeMoya Group, Project Manager

Completed several construction projects, including the $84MM design-build, joint venture Gandy Boulevard Project in St. Pete, FL and the $134MM I-4 rebuild from Gandy Boulevard to I-295. Additionally, he assisted with closeout of the Wekiva Parkway Section 4 project. In his role, he was responsible for overall management of construction projects and oversaw roadway and drainage take offs and pricing.

July 2010 to July 2013

The Lane Construction Corporation, Florida Asphalt Plant Manager

P&L responsibility for a $60MM+ operation in Tampa, Florida, including Hillsborough, Pasco, Hernando, Manatee and Polk counties. Established budgets for 6 plant locations, 1 lime rock mine, large repair and maintenance facility, and regional office. Responsible for the safety and welfare of all employees and of the environmental impacts associated with operational areas. Highlights include:

- Leading a team of 175+ employees with direct reports of an Operations Manager, Plants Manager, Office Manager, Safety Manager and an Estimator. Operations included 6 paving and 3 milling crews, 5 construction crews and 3 Project Managers.
- Turning around operation from $6MM loss to $1MM profit.
- Expanding operation through acquisition of 2 asphalt plants (Daytona and Melbourne).

August 2009 to July 2010

APAC Southeast, Operations Manager

Managed a $50MM+ operation. Responsible for daily, weekly and monthly job costs for construction crews and 3 asphalt plants. Team included 5 Project Managers, 1 Plant Manager, QC Manager, 3 Superintendents and 6 paving crews building FDOT and private work. Dan was a leader in bringing reorganization to the forefront and downsized a top-heavy culture with proper organizational structure leading to fixed and variable cost cuts saving $2.4MM without compromising safety, quality or commitment to the customer.

September 2008 to August 2009

Hubbard Construction Company, Project Manager

Duties included daily, weekly, and monthly job costs, plant operations and crew operations. Bid FDOT work as well as private work, budget creation and monthly status reviews. Sought out potential growth in the market north and south of the Palm Beach areas as well as creating other opportunities associated with the construction industry.

1992 – September 2008

The Lane Construction Corporation

Dan advanced through multiple levels within Lane starting as an asphalt paving foreman in 1992. During his tenure he was promoted to Assistant Plant Manager in 1997, Superintendent for key asphalt operations and special projects in 2001, Plant Manager for multiple asphalt plants in northern Virginia/Washington D.C. area and field operations for five paving crews in 2006, and Assistant District Manager in Florida for multiple asphalt plants, a lime rock mine, a fleet repair facility, and a regional office in 2008.

- **Assistant District Manager – Florida**
  Oversight of a $22,000,000 asphalt operations in Florida, establishing budgets for three asphalt plant locations, lime rock mine, large repair facility and regional office. Cost analysis of all jobs and projects as well as the plant budgets. Implementation and execution of corporate goals, oversight and evaluation of potential growth opportunities in Florida and the successful procurement of key contracts. Responsible for the safety and welfare of all employees and of the environmental impacts associated with these operations. Led the successful acquisition of a competitor's facility in the Tampa market which allowed the broadening of the market base to expand the service region to utilize our industry strength.

- **Plants Manager, Alexandria Virginia**
  Manager in charge of all asphalt related operations for 2 to 5 plants in Metro DC as well as field operations consisting of 5 paving crews, 3 complete milling and clean-up crews, 2 stone base crews and all other related aspects of operations. Responsible for a team of 195 employees and the monitoring of costs, establishing budgets and executing the operation.

- **Superintendent – Special Projects**
  Superintendent of key asphalt operations and special projects throughout the entire organization. Daily, weekly and monthly monitoring of various projects ongoing within the company along the east coast.

- **Assistant Plant Manager, PA**
  In charge of asphalt paving and milling in the Pittsburgh plants area of western PA. Duties included daily, weekly and monthly scheduling of asphalt and milling crews and their associated equipment and trucking needs as well as monitoring of quality control in the field and daily correspondence with the owners.

- **Foreman**
  Led paving crews on various public and private projects. Daily quantities, time, figuring mix, repairing and updating of paving equipment.

Early career

- Direnzo and Sons - Foreman (1990 - 1992)
- Blue Rock Industries – Laborer to Foreman to Estimator / PM (1985 - 1990)

Education

University of Maine at Orono
BS Economics with minor in Finance, May 1985

Jamie Moretz

Vice President – Central and South Florida Divisions

Jamie Moretz has 25 years of management experience in Florida's civil construction industry, previously serving as Vice President of a large Florida-based civil contractor and asphalt producer prior to joining C.W. Roberts Contracting, Inc. in August of 2020. Throughout the course of his professional career, Jamie has proven success in all areas of civil construction operations from estimating and project management to operations and division management and executive leadership. Jamie is a graduate engineer with a Bachelor of Science from Clemson University.

CWR
CONTRACTING, INC.

REFERENCES

Credit References

Banking:

- PNC Bank
  One Financial Pkwy
  Kalamazoo, MI 49009

  Ryan Anthony
  VP of Corporate Banking
  205-746-1923

Insurance

- McGriff, Seibels & Williams, Inc.
  P.O. Box 10265
  Birmingham, AL 35202

  Dave Nichols
  Account Representative
  205-252-9871

Bonding

- Turner Insurance & Bonding Co.
  2601 Bell Road
  Montgomery, AL 36117

  Renee Ellis or
  Paul Scott
  334-244-0004

Trade References

- Eli Roberts & Sons Oil Company
  2195 Lake Bradford Road
  Tallahassee, Florida 32310

  Charlie Roberts-President
  850-576-3145, Fax 850-574-3788
  lori@eliroberts.com

- Ring Power
  32000 Blue Star Hwy
  Midway, FL 32343

  Ted Gerrell
  Vice-President, Regional Manager
  850-536-2304, Fax 850-536-2383

- Beard Equipemnt Company
  2480 E. I-65 Service Rd. N.
  Mobile, Alabama 36617

  Tommy Slay
  850-251-0741
  slay@beardequipment.com

CWR CONTRACTING, INC.

C. W. Roberts Contracting, Inc.
Earthwork, Roadways, Storm Drain & Underground Utilities
8581 SW Jayme Way, Palm City, FL 34990
Office: 772-288-0951 Fax: 772-288-0983

CWR CONTRACTING, INC.

Completed Projects & Professional References

GOVERNMENT/PUBLIC REFERENCES

MARTIN COUNTY BOCC
2401 SE MONTEREY ROAD
STUART, FL 34996
LOGAN HUBER (772) 288-5932
FAX (772) 288-5789
EMAIL: LHUBER@MARTIN.FL.US

PROJECTS:

MAPP ROAD MULTIMODAL ENHANCEMENTS
CONTRACT DATE: 06/09/2017
COMPLETED: 09/26/2018
ORIGINAL CONTRACT AMOUNT: $1,378,371.20
COMPLETED CONTRACT AMOUNT: $1,378,822.59

MAPP ROAD TOWN CENTER STORMWATER IMPROVEMENTS
CONTRACT DATE: 07/18/2017
COMPLETED: 09/06/2018
ORIGINAL CONTRACT AMOUNT: $851,815.20
COMPLETED CONTRACT AMOUNT: $870,820.41

FARM ROAD RECONSTRUCTION
CONTRACT DATE: 04/25/2017
COMPELTED: 02/09/2018
ORGINAL CONTRACT AMOUNT: $2,478,265.73
COMPLETED CONTRACT AMOUNT: $2,384,028.27

KRYSTI BROTHERTON (772) 288-5777
FAX: (772) 288-5789
EMAIL: KBROTHER@MARTIN.FL.US

MAPP ROAD RESURFACING
CONTRACT DATE: 04/10/2018
COMPLETED: 11/09/2018
ORIGINAL CONTRACT AMOUNT: $743,850.82
COMPLETED CONTRACT AMOUNT: 663,384.30

SR 76 INTERCHANGE IMPROVEMENTS
CONTRACT DATE: 06/09/2015
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $5,784,913.57
COMPLETED CONTRACT AMOUNT: $5,988,445.07

KEN VREELAND (772) 288-5430
EMAIL: KVREELAN@MARTIN.FL.US

NORTH RIVER SHORES NEIGHBORHOOD RESTORATION (RESURFACING)
CONTRACT DATE: 07/30/2019
COMPLETED DATE: 12/17/2019
ORIGINAL CONTRACT AMOUNT: $1,283,054.66
COMPLETED CONTRACT AMOUNT: $1.302.748.40

SW HIGH MEADOW AVENUE
CONTRACT DATE: 10/17/2019
COMPLETED DATE: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $60,891.00
COMPLETED CONTRACT AMOUNT: $58,641.00

LUKAS LAMBERT (772) 221-2300
EMAIL: LLAMBERT@MARTIN.FL.US

ROADWAY RESURFACING
CONTRACT DATE: 01/07/2020
COMPLETED DATE: TBD
ORIGINAL CONTRACT AMOUNT: $7.499,256.50
COMPLETED CONTRACT AMOUNT: TBD

MARTIN COUNTY ANNUAL W/O #21 CROSS RIP AT DIXIE HIGHWAY
CONTRACT DATE: 07/07/2021
COMPLETED DATE: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $177,101.51
COMPLTED CONTRACT AMOUNT: $194,024.48

DOUG NORMAN
EMAIL: DNORMAN@HOYLETANNER.COM

CUSTOMS RAMP REHABILITATION
CONTRACT DATE: 09/29/2020
COMPLETED DATE: 10/31/2021
ORIGINAL CONTRACT AMOUNT: $716,519.15
COMPLETED CONTRACT AMOUNT: $677,803.85

GEORGE DZAMA (772) 463-2837
EMAIL: GDZAMA@MARTIN.FL.US

MARTIN COUNTY ANNUAL W/O #10 TROPICAL FARMS
CONTRACT DATE: 12/18/2020
COMPLETED DATE: 3/31/2021
ORIGINAL CONTRACT AMOUNT: $675,469.15
COMPLETED CONTRACT AMOUNT: $794,143.37

MARTIN COUNTY ANNUAL W/O #13 SHERIFF'S OFFICE
CONTRACT DATE: 01/22/2021
COMPLETED DATE: 3/23/2021
ORIGINAL CONTRACT AMOUNT: $169,966.25
COMPLETED CONTRACT AMOUNT: $177,569.20

GOMEZ AFFORDABLE HOUSING
CONTRACT DATE: 01/05/2021
COMPLETED DATE: 04/18/2022
ORIGINAL CONTRACT AMOUNT: $847,962.65
COMPLETED CONTRACT AMOUNT: $899,899.72

MARTIN COUNTY UTILITIES
PO BOX 9000
STUART, FL 34995

PROJECTS:
MC SOLID WASTE LANDFILL
CONTRACT DATE: 11/13/2019
COMPLETED DATE: 02/29/2020
ORIGINAL CONTRACT AMOUNT: $148,280.98
COMPLETED CONTRACT AMOUNT: $153,137.08

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BOULEVARD
PORT ST LUCIE, FL 34984
CLYDE CUFFY (772)871-7643
FAX (772) 871-5289
EMAIL: CCUFFY@CITYOFPSL.COM
ENGINEER: GARY JONES (CAPTEC ENGINEERING)
(772) 692-4344
EMAIL: GJONES@GOCAPTEC.COM

MARCELO DIMITRIOU (772) 979-0082
ENGINEER (CULPEPPER & TERPENING)
EMAIL: MDIMITRIOU@CT-ENG.COM

PROJECTS:
ROSSER BOULEVARD SIDEWALK RECONSTRUCTION & FULL DEPTH RECLAMATION
CONTRACT DATE: 06/05/2017
COMPLETED: 02/19/2018
ORIGINAL CONTRACT AMOUNT: $1,578,570.26
COMPLTED CONTRACT AMOUNT: $1,560,234.32

TRADITION LOOP ROAD
CONTRACT DATE: 07/30/2018
COMPLETED: 01/01/2020
ORIGINAL CONTRACT AMOUNT: $3,306,048.40
COMPLETED CONTRACT AMOUNT: $3,439,463.15

EMPIRE STREET
CONTRACT DATE: 09/29/2017
COMPLETED: 01/12/2018
ORIGINAL CONTRACT AMOUNT: $136,617.00
COMPLTED CONTRACT AMOUNT: $123,839.60

INDIAN RIVER COUNTY
180 27TH STREET
VERO BEACH, FL 32960
JILL WILLIAMS (772) 226-1380
EMAIL: JWILLIAMS@IRCGOV.COM

PROJECTS:
(CR510) 85TH STREET RIGHT TURN LANE ADDITION
CONTRACT DATE: 05/01/2018
COMPLETED: 08/31/2018
ORIGINAL CONTRACT AMOUNT: $151,016.30
COMPLTED CONTRACT AMOUNT: $127,726.03

CITY OF VERO BEACH
PO BOX 1389
VERO BEACH, FL 32960
DON DEXTER (772) 978-4872
FAX (772) 770-5836
EMAIL: DDEXTER@COVB.ORG

PROJECTS:
STREET RESURFACING PROJECT
CONTRACT DATE: 08/09/2017
COMPLETED: 01/31/2018
ORIGINAL CONTRACT AMOUNT $530,930.00
COMPLETED CONTRACT AMOUNT: $327,277.00

CONN BEACH RESTORATION 2017
CONTRACT DATE: 02/24/2017
COMPLETED: 03/16/2017
ORIGINAL CONTRACT AMOUNT: $319,375.00
COMPLETED CONTRACT AMOUNT: $354,026.97

CONN BEACH RESTORATION
CONTRACT DATE: 02/15/2012
COMPLETED: 03/23/2018
ORIGINAL CONTRACT AMOUNT: $321,877.00
COMPLTED CONTRACT AMOUNT: $321,877.00

CONN BEACH RESTORATION
CONTRACT DATE: 020/15/2012
COMPLETED: 04/11/2018
ORIGINAL CONTRACT AMOUNT: $272,218.75
COMPLTED CONTRACT AMOUNT: $255,691.38

CITY OF VERO BEACH RESURFACING 2021
CONTRACT DATE: 07/01/2021
COMPLETED: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $504,624.00
COMPLETED CONTRACT AMOUNT: $471,294.00

CITY OF SEBASTIAN
1225 MAIN STREET
SEBASTIAN, FL 32958
FRANK WATANABE (772) 388-8228
EMAIL: FWATANABE@CITYOFSEBASTIAN.ORG

PROJECTS:
AIRPORT DRIVE EAST - SEBASTIAN AIRPORT
CONTRACT DATE: 02/06/2014
COMPLETED: 07/30/2015
ORIGINAL CONTRACT AMOUNT: $752,741.10
COMPLETED CONTRACT AMOUNT: $705,629.09

ST LUCIE COUNTY
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982
LORI ROCKY (772) 462-2517
EMAIL: ROCKYL@STLUCIECO.ORG
ENGINEER: MARCELO DIMITRIOU (77) 979-0082
CULPEPPER & TERPENING

EMAIL: MDIMITRIOU@CT-ENG.COM

PROJECTS:
NORTH 2ND STREET
CONTRACT DATE: 03/23/2015
COMPLETED: 04/14/2018
ORIGINAL CONTRACT AMOUNT: $5,749,548.13
COMPLETED CONTRACT AMOUNT: $6,497,397.64

PRIMA VISTA BOULEVARD MILLING & RESURFACING & DRAINAGE WEST OF US HWY 1
CONTRACT DATE: 10/01/2019
COMPLETED DATE: 12/1/2021
ORIGINAL CONTRACT AMOUNT: $3,314,504.48
COMPLETED CONTRACT AMOUNT: $3,451,041.56

KEVIN LINDGREN (772) 462-2350
EMAIL: LINDGRENK@STLUCIECO.GOV

TCIA STORMWATER IMPROVEMENTS
CONTRACT DATE: 11/10/2020
COMPLETED DATE: 06/30/2021
ORIGINAL CONTRACT AMOUNT: $197,078.00
COMPLETED CONTRACT AMOUNT: $246,690.83

ST LUCIE COUNTY FIRE DISTRICT
5900 FORT PIERCE BOULEVARD
FORT PIERCE, FL 34951
JENNIFER CHAMBERS (772) 621-3380
EMAIL: JCHAMBERS@SLCFD.ORG

PROJECTS:
ST LUCIE COUNTY FIRE STATION #7
CONTRACT DATE:
COMPLETED DATE: 02/17/2020
ORIGINAL CONTRACT AMOUNT: $67,145.00
COMPLETED CONTRACT AMOUNT: $71,240.00

CITY OF STUART
121 SW FLAGLER AVENUE
STUART, FL 34994
MARC ROGOLINO (772) 221-4700
EMAIL: MROGOLINO@CI.STUART.FL.US

PROJECTS:
NE CARDINAL AVENUE - MILL & OVERLAY
CONTRACT DATE: 07/25/2019
COMPLETED: 02/17/2020
ORIGINAL CONTRACT AMOUNT: $30,680.00
COMPLETED CONTRACT AMOUNT: $83,996.50

PALM CITY ROAD RAISED CROSSWALKS
CONTRACT DATE: 10/1/2019
COMPLETED: 03/12/2020
ORIGINAL CONTRACT AMOUNT: $43,707.50
COMPLETED CONTRACT AMOUNT: $60,797.68

ZONE 2 MILL & OVERLAY
CONTRACT DATE: 12/2/2019
COMPLETED: 04/13/2020
ORIGINAL CONTRACT AMOUNT: $180,765.30
COMPLETED CONTRACT AMOUNT: $189,465.30

CITY OF FORT PIERCE
100 N. US HIGHWAY 1
FORT PIERCE, FL 34950
ED SEISSIGER (772) 467-3780
EMAIL: ESEISSIGER@CITYOFFORTPIERCE.COM

PROJECTS:
2020 STREET RESURFACING PROJECT
CONTRACT DATE: 1/6/2021
COMPLETED DATE: 1/13/2021
ORIGINAL CONTRACT AMOUNT: $263,948.80
COMPLETED CONTRACT AMOUNT: $270,668.80

ST JOHNS WATER MANAGEMENT DISTRICT
4049 REID STREET
PALATKA, FL 32308
JAMES RIDER (321) 984-4941
EMAIL: JRIDER@SJRWMD.COM

PROJECTS:
TOM LAWTON ACCESS ROAD
CONTRACT DATE: 01/18/2021
COMPLETED DATE: 04/30/2021
ORIGINAL CONTRACT AMOUNT: $180,000.00
COMPLETED CONTRACT AMOUNT: $159,750.00

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
3601 OLEANDER AVENUE
FORT PIERCE, FL 34982
JOHN WHITFORD (772) 429-4817
EMAIL: JOHN.WHITFORD@DOT.STATE.FL.US

PROJECTS:
SR76 PORT ST LUCIE TWIN BRIDGES
CONTRACT DATE: 02/5/2021
COMPLETED DATE: 03/22/2021
ORIGINAL CONTRACT AMOUNT: $230,542.76
COMPLETED CONTRACT AMOUNT: $230,542.76

BILL SMITHSON (561) 685-3273
EMAIL: BSMITHSON@K-FACTORINC.COM

E4U33 A1A INDIAN RIVER COUNTY
CONTRACT DATE: 05/11/2020
COMPLETED DATE: 2/17/2022
ORIGINAL CONTRACT AMOUNT: $6,709,661.59
COMPLETED CONTRACT AMOUNT: $6,392,680.27

GC/DEVELOPER REFERENCES

CAM CONSTRUCTION
8109 E. MARTIN LUTHER KING JR. BOULEVARD
TAMPA, FL 33619
MIKE LEMONS (713) 626-8643
FAX: (772) 626-8699
EMAIL: MLEMONS@CAMCONSTRUCTIONSERVICES.COM

PROJECTS:
DOLLAR TREE #1790 - FORT PIERCE
CONTRACT DATE: 03/01/2018
COMPLETED: 07/26/2018
ORIGINAL CONTRACT AMOUNT: $406,699.95
COMPLETED CONTRACT AMOUNT: $410,615.85

W. H. BASS, INC.
11300 JOHNS CREEK PARKWAY, SUITE 100
DULUTH, GA 30097
FRANK TATE/SARAH AKINES (770) 729-3864 OFFICE
EMAIL: FTATE@WHBASS.COM

PROJECTS:
CHICK FIL A (FORT PIERCE)
CONTRACT DATE: 020/15/2018
COMPLETED: 08/01/2018
ORIGINAL CONTRACT AMOUNT: $325,905.62
COMPLETED CONTRACT AMOUNT: $342,597.25

HOOKS CONSTRUCTION
2211 S. KANNER HIGHWAY
STUART, FL 34994
MIKE MELTZER (772) 419-8828 OFFICE
EMAIL: MIKE@HOOKSCONSTRUCTION.NET

PROJECTS:
BARON SHOPPES
CONTRACT DATE: 08/01/2017
COMPLETED: 06/30/2018
ORIGINAL CONTRACT AMOUNT: $466,926.39
COMPLETED CONTRACT AMOUNT: $489,097.72

BEN COOPER (772) 419-8828 OFFICE
EMAIL: INVOICE@HOOKSCONSTRUCTION.NET

COPPER CREEK AMENITIES CENTER
CONTRACT DATE: 05/06/2019
COMPLETED: 09/01/2020
ORIGINAL CONTRACT AMOUNT: $434,024.68
COMPLETED CONTRACT AMOUNT: $491,391.94

WIELAND CORPORATION
4162 ENGLISH OAK DRIVE
LANSING, MI 48911
JULIE LUCAS (517) 346-9643 OFFICE EXT. 102
EMAIL: JLUCAS@WIELANDBUILDS.COM

PROJECTS:
TRADITIONS PARCELS B & C (HOFCAT)
CONTRACT DATE: 09/05/2017
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $2,183,278.99
COMPLETED CONTRACT AMOUNT: $2,608,373.25

CULPEPPER & TERPENING, INC.
2980 S. 25TH STREET
FORT PIERCE, FL 34981
BUTCH "J.P." TERPENING (772) 464-3537 OFFICE EXT 102
EMAIL: BTERPENING@CT-ENG.COM

PROJECTS:
SEABRANCH RESIDENTIAL
CONTRACT DATE: 08/05/2016
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $2,183,278.99
COMPLETED CONTRACT AMOUNT: $2,608,373.25

BAYVIEW CONSTRUCTION SERVICES
4826 SE RAILWAY AVENUE
STUART, FL 34997
JOE CIARAVINO (772) 283-9300 OFFICE EXT. 104
EMAIL: JOE@BAYVIEWSCONSTRUCTION.COM

PROJECTS:
WATERBLASTING TECHNOLOGIES
CONTRACT DATE: 06/26/2017
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $311,000.00
COMPLETED CONTRACT AMOUNT: $253,500.90

LIVING WATER CONSTRUCTION
6574 N. STATE ROAD 7, 217
COCONUT CREEK, FL 33073
ANGELA GARGIN (954) 977-5902 OFFICE
EMAIL: LWC.ANGELA@GMAIL.COM

PROJECTS:
POPEYE'S KANNER BUSINESS PARK
CONTRACT DATE: 05/01/2017
COMPLETED: 10/31/2017
ORIGINAL CONTRACT AMOUNT: $269,560.93
COMPLETED CONTRACT AMOUNT: $287,056.45

HUNT CONSTRUCTION GROUP (AN AECOM COMPANY)
150 N. ORANGE AVENUE, SUITE 200
ORLANDO, FL 32801
JACK MCGOWAN (561) 684-3375 OFFICE
FAX: (561) 689-8531
EMAIL: JOHN.MCGOWAN@AECOM.COM

PROJECTS:
BALLPARK OF THE PALM BEACHES
CONTRACT DATE: 10/29/2015
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $15,757,840.71
COMPLETED CONTRACT AMOUNT: $16,139,732.35

CPG CONSTRUCTION, LLLP
200 E. CANTON AVE., SUITE 102
WINTER PARK, FL 32789
KURT VAN WAGONER (407) 741-8543 OFFICE
FAX: (407) 643-2560
EMAIL: KVANWAGONER@CPGCONSTRUCTION.COM

PROJECTS:
GROVE PARK APARTMENTS
CONTRACT DATE: 02/02/2015
COMPLETED: 03/31/2016
ORIGINAL CONTRACT AMOUNT: $3,263,841.80
COMPLETED CONTRACT AMOUNT: $3,508,048.83

FLORIDIAN NATIONAL GOLF CLUB
3700 SE FLORIDIAN DRIVE
PALM CITY, FL 34990
CHRISTY H. ZSIROS (772) 781-5010
FAX: (772) 781-1631
EMAIL: CZIROS@THEFLORIDIAN.COM

PROJECTS:
FLORIDIAN SHORELINE RESTORATION
CONTRACT DATE: 04/01/2018
COMPLETED: 09/28/2018
ORIGINAL CONTRACT AMOUNT: $592,450.00
COMPLETED CONTRACT AMOUNT: $549,755.90

FLORIDIAN PHASE 4 & 5 LOT GRADING
CONTRACT DATE: 05/22/2017
COMPLETED: 11/16/2017
ORIGINAL CONTRACT AMOUNT: $1,476,750.15
COMPLETED CONTRACT AMOUNT: $2,418,975.92

FLORIDIAN UPLAND RETAINING WALLS
CONTRACT DATE: 03/29/2017
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $1,152,452.15
COMPLETED CONTRACT AMOUNT: $1,130,227.15

PIPELINE UTILITIES, INC.
3610 FISCAL COURT
RIVIERA BEACH, FL 33404
GARY DUCOTE (561) 842-8833 OFFICE
FAX: (561) 881-0013
EMAIL: GARY@PIPELINEUTILITIES.COM

PROJECTS:
CHRIST FELLOWSHIP PHASE II
CONTRACT DATE: 01/18/2017
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $743,661.93
COMPLETED CONTRACT AMOUNT: $533,956.07

DEL WEBB @ TRADITION
CONTRACT DATE: 2/19/2019
COMPLETED: 08/1/2020
ORIGINAL CONTRACT AMOUNT: $2,953,191.79
COMPLETED CONTRACT AMOUNT: $2,899,734.51

AUSTIN TYO (561) 842-8833
EMAIL: AUSTIN@PIPELINE.COM

PLACE OF HOPE
CONTRACT DATE:
COMPLETED: 08/07/2020
ORIGINAL CONTRACT AMOUNT: $219,429.25
COMPLETED CONTRACT AMOUNT: $235,599.33

CLAYTON JACKSON/SUZANNE ABDELLA (5611 578-1507
EMAIL: CLAYTON@PIPELINEUTILITIES.COM
EMAIL: SUZANNES@PIPELINEUTILITIES.COM

PULTE AT TRADITION PHASE 1
CONTRACT DATE: 08/27/2018
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $2,375,583.32
COMPLETED CONTRACT AMOUNT: $2,445,983.62

SKYFARM STRATEGIC CAPITAL, LLC
6899 COLLINS AVENUE, UNIT 2604
MIAMI, FL 33141
JEREMY SHAPIRO (305) 218-3114
EMAIL: JSHAPIRO@MAINSTREAMMIAMI.COM

PROJECTS:
INDIANTOWN COMMERCE CENTER
CONTRACT DATE: 07/01/2015
COMPLETED: 06/26/2018
ORIGINAL CONTRACT AMOUNT: $3,908,110.46
COMPLETED CONTRACT AMOUNT: $4,057,146.83

VM IRON WORKS
1861 SW POMA DRIVE
PALM CITY, FL 34990
JOHNNY LORUSSO (772) 781-0318
FAX: (772) 781-6422
EMAIL: JOHNNY@VMIRONWORK.COM

VM IRON WORKS NEW BUILDING
CONTRACT DATE: 05/01/2017
COMPLETED: 01/26/2018
ORIGINAL CONTRACT AMOUNT: $253,000.00
COMPLETED CONTRACT AMOUNT: $269,047.49

SAMPSON TREE SERVICE
2170 CONANT AVENUE
PORT ST LUCIE, FL 34953
RICH SAMPSON (772) 336-3456 OFFICE
EMAIL: RICH@SAMPSONTREE.COM

PROJECTS:
SAMPSON TREE SERVICE
CONTRACT DATE: 07/01/2017
COMPLETED: 09/25/2017
ORIGINAL CONTRACT AMOUNT: $64,108.50
COMPLETED CONTRACT AMOUNT: $71,860.80

MCINTYRE ELWELL & STRAMMER GENERAL CONTRACTORS, INC.
1645 BARBER ROAD
SARASOTA, FL 34240
GINA PIETSCH (941) 377-6800
EMAIL: BILLINGS@MESGC.COM

PROJECTS:
PUBLIX #1682 - FORT PIERCE - TAYLOR CREEK
CONTRACT DATE: 02/07/2019
COMPLETED DATE: 07/09/2020
ORIGINAL CONTRACT AMOUNT: $1,164,835.00
COMPLETED CONTRACT AMOUNT: $1,271,910.00

LC CONSTRUCTION FLORIDA, INC.
33 SE 5TH STREET, SUITE 100
BOCA RATON, FL 33432
STEVE COHEN (561) 789-5558
EMAIL: SCOHEN@CAPANOINC.COM

PROJECTS:
HEMINGWAY ESTATES
CONTRACT DATE: 06/10/2019
COMPLETED DATE: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $484,983.95
COMPLETED CONTRACT AMOUNT: $493,161.13

THE RED GROUP, LLC
1124 KANE CONCOURSE
BAY HARBOR ISLANDS, FL 33154
JUSTIN ANGEL (561) 699-5939
EMAIL: JANGEL0430@GMAIL.COM

PROJECTS:
HUNTER LAKES
CONTRACT DATE: 04/03/2019
COMPLETED: 08/19/2020
ORIGINAL CONTRACT AMOUNT: $840,000.05
COMPLETED CONTRACT AMOUNT: $9,934.44

ICONSTRUCTORS
201 N. FRANKLIN STREET, SUITE 200
DEERFIELD BEACH, FL 33441
KEVIN MURPHY (813) 287-9000
EMAIL: KMURPHY@ICONSTRUCTORS.COM

PROJECTS:
PDQ OF STUART
CONTRACT DATE: 06/10/2019
COMPLETED: 11/25/2019
ORIGINAL CONTRACT AMOUNT: $304,324.92
COMPLETED CONTRACT AMOUNT: $320,114.90

GIL HYATT CONSTRUCTION
1082 NE 4TH STREET
ORLANDO, FL 33334
ERIKA MASSENGALE (954) 772-2066
EMAIL: ERIKA.M@GILHYATT.COM

DIANA KELLER (954) 772-2061
EMAIL: DIANA.KELLER@GILHYATT.COM

PROJECTS:
TAX OFFICE PSL BURGER KING
CONTRACT DATE: 06/11/2019
COMPLETED: 03/11/2020
ORIGINAL CONTRACT AMOUNT: $423,512.45
COMPLETED CONTRACT AMOUNT: $447,558.49

CHICK FIL A DELRAY BEACH
CONTRACT DATE: 06/10/2019
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $110,830.90
COMPLETED CONTRACT AMOUNT: $121,493.21

THE LAZARUS GROUP
1239 SW 34TH STREET
PALM CITY, FL 34990
BOB HOFFER (772) 260-0874
EMAIL: LAZARUSGROUP2000@YAHOO.COM

PROJECTS:
ISLAND COUNTRY ESTATES
CONTRACT DATE: 01/31/2020
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $223,050.00
COMPLETED CONTRACT AMOUNT: $223,050.00

IMPERIAL WOODS
CONTRACT DATE: 04/30/2020
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $10,000.00
COMPLETED CONTRACT AMOUNT: $10,000.00

MARINER SANDS COUNTRY CLUB, INC.
6500 SE MARINER SANDS DRIVE
STUART, FL 34997
LIZ FOSTER (772) 221-7300
EMAIL: LFOSTER@MARINERSANDS.COM

PROJECTS:
MARINER SANDS
CONTRACT DATE: 08/23/2019
COMPLETED: 05/31/2020
ORIGINAL CONTRACT AMOUNT: $275,920.00
COMPLETED CONTRACT AMOUNT: $378,442.00

SHELTRA & SONS CONTRACTING, INC.
6655 49TH STREET
VERO BEACH, FL 32967
RAY SHELTRA (772) 563-8161
EMAIL: RAY@SHELTRACONTRACTING.COM

PROJECTS:
LOST TREE PRESERVE
CONTRACT DATE: 04/18/2020
COMPLETED: 05/20/2020
ORIGINAL CONTRACT AMOUNT: $213,800.00
COMPLETED CONTRACT AMOUNT: $220,992.00

PGA VILLAGE HOME OWNERS ASSOCIATION
2140 NW RESERVE PARK TRACE
PORT ST LUCIE, FL 34986
BRIAN GOOD (772) 794-4083
EMAIL: BRIAN.GOOD@KIMLEYHORN.COM

PROJECTS:
PGA VILLAGE
CONTRACT DATE: 05/19/2020
COMPLETED: 06/27/2020
ORIGINAL CONTRACT AMOUNT: $152,692.25
COMPLETED CONTRACT AMOUNT: $150,974.65

MASON DEVELOPMENT & CONSTRUCTION
880 JUPITER PARK DRIVE, SUITE 10
JUPITER, FL 33458
CRAIG R. MASON (561) 309-7223
EMAIL: CMASON@MASONDC.COM

PROJECTS:
HARBOUR CAY
CONTRACT DATE: 07/15/2020
COMPLETED: 09/02/2020
ORIGINAL CONTRACT AMOUNT: $356,000.00
COMPLETED CONTRACT AMOUNT: $103,295.15

ASPHALT PAVING SYSTEMS, INC.
9021 WIRE ROAD
ZEPHYRHILLS, FL 33540
TOMMY DONALD (813) 455-2469
EMAIL: TD.DONALD@HOTMAIL.COM

PROJECTS:
BREVARD ROAD PAVING
CONTRACT DATE: 07/24/2020
COMPLETED: 08/31/2020
ORIGINAL CONTRACT AMOUNT: $468,071.15
COMPLETED CONTRACT AMOUNT: $397,601.90

WEST MELBOURNE MILL & OVERLAY
CONTRACT DATE: 09/30/2020
COMPLETED: 10/31/2020
ORIGINAL CONTRACT AMOUNT: $247,252.50
COMPLETED CONTRACT AMOUNT: $234,060.02

EMERSON DRIVE
CONTRACT DATE: 10/21/2020
COMPLETED: 1/31/2021
ORIGINAL CONTRACT AMOUNT: $584,047.00
COMPLETED CONTRACT AMOUNT: $591,406.00

RDP 11, LLC
140 E. MORSE BOULEVARD, #J
WINTER PARK, FL 32789
ROBERT GIERKE (407) 766-1000
EMAIL: RGIERKE@RETAILDEVELOPMENTPROPERTIES.COM

PROJECTS:
BURGER KING TRADITIONS
CONTRACT DATE: 05/02/2019
COMPLETED: 03/13/2020
ORIGINAL CONTRACT AMOUNT: $301,287.46
COMPLETED CONTRACT AMOUNT: $301,216.91

BLUEWATER BUILDERS, INC.
3900 NW 126TH AVENUE
CORAL SPRINGS, FL 33065
BOB BUHLMAIER
EMAIL: BBUHLMAIER@BLUEWATERBUILDERS.COM

PROJECTS:
MASERATI OF STUART
CONTRACT DATE: 03/04/2019
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $251,838.00
COMPLETED CONTRACT AMOUNT: $272,606.00

ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC.
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
PAUL WAGNER (901) 387-9146
EMAIL: PWAGNER@ARCOMURRAY.COM

PROJECTS:
PROJECT BOURBON
CONTRACT DATE: 07/18/2018
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $2,434,015.78
COMPLETED CONTRACT AMOUNT: $2,761,509.33

KAMRELL MANAGEMENT CONSTRUCTION, INC.
2441SE GOLFWOOD DRIVE
STUART, FL 34994
BRUCE TYRRELL (561) 288-6205
EMAIL: BMT@INVESTMENTS10.COM
ENGINEER: DAVID BROWN, C. CALVERT MONTGOMERY & ASSOCIATES, INC.

PROJECTS:
KAMRELL MANAGEMENT
CONTRACT DATE: 05/09/2018
COMPLETED: 04/17/2020
ORIGINAL CONTRACT AMOUNT: $303,890.77
COMPLETED CONTRACT AMOUNT: $305,126.86

HOAR CONSTRUCTION
TWO METROPLEX DRIVE
BIRMINGHAM, AL 35209
KERRY HENDRICKS (205) 423-2357
EMAIL: KHENDRICKS@HOAR.COM
ENGINEER: CAPTEC ENGINEERING

PROJECTS:
HEALTHSOUTH REHAB
CONTRACT DATE: 01/23/2019
COMPLETED: 01/28/2020
ORIGINAL CONTRACT AMOUNT: $205,465.00
COMPLETED CONTRACT AMOUNT: $222,211.00

RICH PROPERTIES
908 SE TOWN PLACE BOULEVARD
PORT ST LUCIE, FL 34952
JAIME FOLEY (772) 446-7344
EMAIL: TLACONSTRUCTION@RICHPROPERTIESFL.COM

PROJECTS:
TORINO LAKES MULTIFAMILY DEVELOPMENT
CONTRACT DATE: 02/23/2017
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $1,672,265.00
COMPLETED CONTRACT AMOUNT: $1,740,791.93

A1 PROFESSIONAL CONTRACTING, LLC.
2295-B SW MARTIN HIGHWAY
PALM CITY, FL 34990
JIMMY VOGT (772) 267-2399
EMAIL: INVOICEA1PRO@GMAIL.COM

PROJECTS:
INDIANWOOD GOLF CLUBHOUSE & PRO SHOP
CONTRACT DATE: 05/09/2018
COMPLETED:
ORIGINAL CONTRACT AMOUNT: $443,600.00
COMPLETED CONTRACT AMOUNT: $594,950.75

BARTON MALOW COMPANY
525 PEACOCK BOULEVARD
PORT ST LUCIE, FL 34986
MARK SCHLICKAU (321) 303-3174
EMAIL: MARK.SCHLICKAU@BARTONMALOW.COM

PROJECTS:
ST LUCIE SPORTS COMPLEX
CONTRACT DATE: 03/27/2019
COMPLETED: 01/25/2021
ORIGINAL CONTRACT AMOUNT: $2,000,740.00
COMPLETED CONTRACT AMOUNT: $2,112,898.00

LANDSOUTH CONSTRUCTION, LLC
4233 PABLO PROFESSIONAL COURT, SUITE 101
JACKSONVILLE, FL 32224
ELISE LOCURCIO (904) 273-6004
EMAIL: ELOCURCIO@LANDSOUTH.COM

PROJECTS:
VILLAGE ON THE COMMONS
CONTRACT DATE: 11/4/2019
COMPLETED: 08/31/2020
ORIGINAL CONTRACT AMOUNT: $2,049,000.00
COMPLETED CONTRACT AMOUNT: $2,322,391.07

THE DOUGLAS COMPANY
1716 PERRYSBURG-HOLLAND ROAD
HOLLAND, OH 43528
TYLER BRUMBAUGH (419) 309-1469
EMAIL: TBRUMBAUGH@DOUGLASCOMPANY.COM

PROJECTS:
HARBOR CHASE
CONTRACT DATE: 03/07/2019
COMPLETED: 01/25/2021
ORIGINAL CONTRACT AMOUNT: $1,325,023.47
COMPLETED CONTRACT AMOUNT: $1,464,736.85

THOMPSON THRIFT
901 WABASH AVENUE, SUITE 300
TERRE HAUTE, IN 47807
JENNIFER WALKER (812) 242-1187
EMAIL: JWALKER@THOMPSONTHRIFT.COM

PROJECTS:
AXIS ONE BY WATERMARK
CONTRACT DATE: 10/15/219
COMPLETED: 06/30/2022
ORIGINAL CONTRACT AMOUNT: $2,710,633.00
COMPLETED CONTRACT AMOUNT: $2,857,766.53

BARNARD CONSTRUCTION COMPANY, INC.
PO BOX 99
BOZEMAN, MT 59771-0099
SPENCER LELIGDOWICZ (406) 850-1535
EMAIL: SPENCER.LELIGDOWICZ@BARNARD-INC.COM

PROJECTS:
C-44 RESERVOIR
CONTRACT DATE: 3/2/2020
COMPLETED: 06/30/2021
ORIGINAL CONTRACT AMOUNT: $3,464,568.96
COMPLETED CONTRACT AMOUNT: $3,225,619.28

PRECISE CONSTRUCTION, INC.
435 5TH AVENUE NORTH
ST. PETERSBURG, FL 33701
BILL ROACH (813) 241-2403
EMAIL: BILL.ROACH@PRECISECONSTRUCTION.COM

PROJECTS:
VERO BEACH MOB
CONTRACT DATE: 04/02/2020
COMPLETED: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $2,520,885.15
COMPLETED CONTRACT AMOUNT: $3,189,454.12

ASPHALT PAVING SYSTEMS
9021 WIRE ROAD
ZEPHYRHILLS, FL 33540
DAVE GANNON (813) 788-0010
EMAIL: DGANNONAPS@GMAIL.COM

PROJECTS:
PALM BAY - UNIT 11 - GARVEY ROAD
CONTRACT DATE: 04/22/2020
COMPLETED: 09/01/2020
ORIGINAL CONTRACT AMOUNT: $4,084,472.00
COMPLETED CONTRACT AMOUNT: $4,573,714.42

PALM BAY UNITS - PHASE II
CONTRACT DATE: 07/28/2020
COMPLETED: 02/28/2021
ORIGINAL CONTRACT AMOUNT: $6,107,151.50
COMPLETED CONTRACT AMOUNT: $2,629,262.70

MASON DEVELOPMENT & CONSTRUCTION COMPANY
880 JUPITER PARK DRIVE, SUITE 10
JUPITER, FL 33458
CRAIG R MASON (561) 309-7223
EMAIL: CMASON@MASONDC.COM

PROJECTS:
HARBOUR CAY
CONTRACT DATE: 07/15/2020
COMPLETED: 09/02/2020
ORIGINAL CONTRACT AMOUNT: $356,000.00
COMPLETED CONTRACT AMOUNT: $103,295.15

EASTPOINTE HOA C/O SEACREST SERVICES
13560 EASTPOINTE BOULEVARD
PALM BEACH GARDENS, FL 33418
KEITH JACKSON (561) 655-1151
EMAIL: KJACKSON@ENGENUITYGROUP.COM

PROJECTS:
EASTPOINTE PAVEMENT REHABILITATION
CONTRACT DATE: 10/06/2020
COMPLETED: 03/31/2021
ORIGINAL CONTRACT AMOUNT: $399,310.00
COMPLETED CONTRACT AMOUNT: $379,997.51

TIM ROSE CONTRACTING
1360 OLD DIXIE HIGHWAY SW #106
VERO BEACH, FL 32962
TIM ROSE (772) 564-7800
EMAIL: TIMROSE7@COMCAST.NET

PROJECTS:
58TH AVENUE ROADWAY IMPROVEMENTS
CONTRACT DATE: 09/11/2020
COMPLETED: 01/18/2021
ORIGINAL CONTRACT AMOUNT: $1,883,345.00
COMPLETED CONTRACT AMOUNT: $1,664,504.20

MUNICIPAL CONTRACTING
8958 CYPRESS GROVE LANE
WEST PALM BEACH, FL 33411
D. SCOT PAULITSCH (561) 951-0033
EMAIL: SCOT@MUNICONTRACTORS.COM

PROJECTS:
MURPHY ROAD RESURFACING
CONTRACT DATE: 06/15/2021
COMPLETED: 06/27/2021
ORIGINAL CONTRACT AMOUNT: $384,000.00
COMPLETED CONTRACT AMOUNT: $298,031.00

OHL - ARELLANO CONSTRUCTION COMPANY
7051 SW 12TH STREET
MIAMI, FL 33144
LANE COLLINS (772) 249-1536
EMAIL: LANE.COLLINS@OHLNA.COM

PROJECTS:
ARDIE R. COPAS STATE
CONTRACT DATE: 12/13/2018
COMPLETED: 02/28/2022
ORIGINAL CONTRACT AMOUNT: $2,523,333.00
COMPLETED CONTRACT AMOUNT: $3,381,435.77

TREVIICOS
38 THIRD AVENUE, 3RD FLOOR
CHARLESTOWN, MA 32129
DANIEL KOZIOL (857) 260-2064
EMAIL: DKOZIOL@TREVIICOS.COM

PROJECTS:
EMERGENCY ROAD REPAIRS AT HHD TO-04
CONTRACT DATE: 09/01/2021
COMPLETED: 01/25/2022
ORIGINAL CONTRACT AMOUNT: $157,106.63
COMPLETED CONTRACT AMOUNT: $189,398.63

B & B SITE DEVELOPMENT
1505 - CS PARROTT AVENUE
OKEECHOBEE, FL 34972
PHIL BAUGHMAN (863) 634-7194
EMAIL: BBSITEDEVELOPMENTINC@GMAIL.COM

PROJECTS:
NEXAIR PARKING LOTS
CONTRACT DATE: 8/26/2021
COMPLETED: 12/21/2021
ORIGINAL CONTRACT AMOUNT: $235,885.72
COMPLETED CONTRACT AMOUNT: $142,221.96

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 12, 2024

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD ROAD
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

DOCUMENT# 493846

Entity Name: C. W. ROBERTS CONTRACTING, INCORPORATED

FILED
Jan 10, 2024
Secretary of State
5865377349CC

Current Principal Place of Business:

3660 HARTSFIELD ROAD
TALLAHASSEE, FL 32303

Current Mailing Address:

P.O. BOX 16279
TALLAHASSEE, FL 32317 US

FEI Number: 59-1683951

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CAPITOL CORPORATE SERVICES, INC.
515 EAST PARK AVENUE
2ND FL
TALLAHASSEE, FL 32301 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	FLOWERS, ROBERT P
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	C
Name	FLEMING, NED
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	SAVOY, STUART
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	STRAIN, JAMES(JIMMY) A
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	SECRETARY
Name	DELISLE, ROBERT
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP, ASST. SECRETARY, TREASURER
Name	MATTESON, MARK R
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	RILEY, CHRIS
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V.P.
Name	ARMSTRONG, M. BRETT
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Continues on page 2

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

SIGNATURE: ROBERT P. FLOWERS PRESIDENT 01/10/2024

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	VAS
Name	STEELE, MATTHEW
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	AS
Name	BROOKS, J RYAN
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V
Name	HOFFMAN, GREGORY A
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V
Name	MORETZ, JAMES W
Address	PO BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	CEO
Name	SMITH, FRED J III
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

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:	CGC1505785 08/31/24
Worker's Comp Expires:	ZAWCI9966601 10/01/23
Liability Ins. Expires:	ZAGLB9247601 10/01/23

Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0048204 License # 24-00031022

C.W. ROBERTS CONTRACTING, INC.
FLOWERS, ROBERT POWELL
3660 HARTSFIELD RD
TALLAHASSEE FL 32303

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD RD

TALLAHASSEE FL 32303

Docusign Envelope ID: 51E5D7AD-B3C6-4D3B-A63C-83961626D288

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

07/17/2025 | 4:31 PM EDT

Ms. Selena Griffett, P.E.
Project Engineer
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950
Email: Sgriffett@cityoffortpierce.com

RE: Bid Concurrence for **General Appropriation Act (GAA) Contract** G2X21, FM#453170-1-54-01, Avenue D Road Improvements Project.

Dear Ms. Griffett:

The Department is in receipt of the Agency's recommendation to award the above referenced project. The bid tabulation documents are awarded to the lowest responsive, responsible bidder. The Agency was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the Agency's selection of **C.W. Roberts Contracting Inc**, with a total base bid amount of $3,831,433.50. The low bidder is not suspended or debarred as confirmed with the System of Award Management (https://www.sam.gov/portal/public/SAM/).

The following items are considered non-eligible for payment:

Item#	Description	Quantity/Units	Amount
101-1B	Geotechnical and Materials Testing	1/ LS	$ 13,200.00
110-4A	Removal of Existing Concrete	5,795/ SY	$ 286,852.50
1000-01A	Utility Adjustments/ Coordination	1/ LS	$ 5,000.00
Non-participating Items Total:			$ **305,052.50**

Only eligible items can be reimbursed up to the amount programmed of **$1,500,00.00** for construction. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

Please provide the Department with a copy of the contract between the Agency and the contractor for final review prior to execution. The Agency must create the construction contract screens and upload the executed construction contract to GAP prior to scheduling a pre-construction meeting. All Change Orders must be approved by the Department prior to execution.

Docusign Envelope ID: 51E5D7AD-B3C6-4D3B-A63C-83961626D288

Please feel free to contact me should you have any questions. I can be reached at 954-777-4585 or via email to Helen.James@dot.state.fl.us.

Sincerely,

DocuSigned by:
Helen James
4A57384433DD4B2...

Helen James, P.E.
Program Administration Engineer
Program Management Office - District Four

HJ:jn

cc: Mya Williams-Gray - D4 Local Program Administrator
Leonard Smith- FDOT Construction
D4 Work Program - FDOT Program Management
Diego Velazquez – FDOT Treasure Coast Operations Center
Chloann Lawrence – FDOT Treasure Coast Operations Center
Ronald Arcalas, P.E. – FDOT D4 Materials Office
File

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: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-024**
Mandatory Pre-Bid Conference: 10:00 AM, THURSDAY, MAY 1, 2025	**Bid Title: AVENUE D (29TH STREET TO US 1) ROADWAY RECONSTRUCTION**
Mandatory Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	**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, MAY 20, 2025	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: _____ **Mailing Address:** _____ _____	*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:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	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	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bi0d. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department's Project Manager at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 10. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, Workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work .

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which

may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal Working hours, with prior notice to determine that Bidder has a bona fide place of business and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders bids in which the prices obviously are unbalanced and will be subject to rejection.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 38, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. Additional Insured for General Liability

City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is seeking bids from qualified contractors to resurface Avenue D, specifically from N 29th Street to US 1. The project scope includes milling and resurfacing the roadway, updating sidewalks, replacing curbs and gutters, replacing driveways, upgrading ADA ramps, pavement marking, installing signage, and adding video detection at signalized intersections.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Tuesday, May 20, 2025.** Hard copies or electronic submission, see Delivery of Bids below.

3. DELIVERY OF BIDS

Bid response may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,

Room 101 **100 North U.S. #1** **Fort Pierce, FL 34950**	**Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

Any bids received after the designated time and date listed above will be returned unopened.

4. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (**Exhibit D, page 92)**
- **Forms on pages 65,69, 83-85, 86, 89-98,101,and 103 of Exhibit D**
- Certificate of Use, (See item numbered 8 below)
- Business Tax Receipt, (See item numbered 9, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
-

5. MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 10:00 A.M., Thursday, May 1, 2025,** in the Engineering Conference Room, 100 North U.S. #1, Fort Pierce, FL. All interested bidders are encouraged to attend this conference.

6. INQUIRIES/QUESTIONS

6.1 All inquiries will be in a written format and addressed to the Assistant City Engineer with a copy to the Purchasing Manager:

TO	**COPY**
Selena Griffett	**LaTonya Hubbard**
Project Engineer	Purchasing Agent
City of Fort Pierce	City of Fort Pierce
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: (772) 467-3780	Fax: (772) 467-3848
Email: sgriffett@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than, **5:00 PM, Thursday, May 8, 2025.**

7. PROOF OF INSURANCE

Bidders shall submit a Certificate of Insurance(photocopy acceptable) indicating proof of bidder's current coverages (current policy), see SECTION IV, page 38 Article 17 of the Sample Contract.

- If proposer does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the proposer, if awarded the project, can obtain such insurance.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.
- Automobile Liability – Each Occurrence Bodily Injury and Property Damage Liability Combined maybe negotiated.
- If awarded, the insurance is expected to comply with the Required Limits of Insurance as indicated in the section stated above, however the city reserves the right, at its sole discretion to modify or waive certain requirements as deemed necessary to accommodate specific circumstances. It is important to note that this discretion does not grant the bidder the ability to negotiate insurance rates or alter the specified coverage limits. Furthermore, failure to meet the insurance requirements as specified may result in the bidder's submission being deemed unresponsive.
- The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

8. CERTIFICATE OF USE

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Please provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal. This requirement applies to businesses that are located outside the city limits of Fort Pierce.

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

11. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum of classification of "Certified General Contractor" associated with the company/firm.

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
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)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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

Part II Certification

Under penalties of perjury, I certify that:

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

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** ▶ **Date** ▶

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

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

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

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:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

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

this ____ day of _____, 20____ by _____, who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

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?		

PLEASE SIGN AND RETURN WITH BID_____

UNIT PRICE CONSTRUCTION AGREEMENT
"SAMPLE"

FOR

AVENUE D RESURFACING FROM N 29TH STREET TO US 1 INFRASTRUCTURE SURTAX PROJECT

CITY OF FORT PIERCE BID NO. 2025-024

Prepared by:

The City of Fort Pierce
Department of Engineering
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 _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **(TBD)** a **FLORIDA** corporation, with its principal address at **XXX** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Avenue D Resurfacing from N 29th Street to US 1, Bid No. 2025-024, 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 as detailed in their Avenue D Resurfacing from N 29th Street to US 1 Bid No 2024-024 Bid Submission, 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 Agreement includes the construction of roadway improvements along Avenue D from 29th Street to US 1 as indicated on the construction plans. The Agreement includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" -Technical Specifications
4. Exhibit "D" - Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" - Required LAP Specifications
7. Exhibit "G" - Video Detection System
8. Exhibit "H" - Neighborhood Overhead Sign Structure

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

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

2(B) The CONTRACTOR has become familiar with the Project 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 Agreement, 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 Agreement, 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 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 one hundred fifty (150) calendar days and Final Completion in one hundred eighty (180) 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 **$1,694.00** 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. 2025-024, Avenue D Roadway Reconstruction Plans (N 29th Street to US 1) 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: $_____**

(Written Amount)

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance 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) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with Florida Statute 218.735 and the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month hereafter (hereinafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information that may be required by the City Engineer or his designee. 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.

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.

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 follow

NAME	FUNCTION

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, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this 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
	$2,000,000	Disease – Each Employee

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

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

The coverage may include restrictive endorsements which exclude coverage for liability
arising out of: Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation"

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

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

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 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. 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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

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

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this 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:	**CONTRACTOR**:
Selena D. Griffett, P.E.	
Project Engineer	_____
City of Fort Pierce	_____
100 N. US Highway 1	_____
Fort Pierce, FL 34950	_____
Phone: 772-467-3774	_____
Fax: 772-460-6847	_____

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

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 City, 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 City.

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 City 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"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSETH:

_____

Print Name

_____

Signature

_____

Print name

_____

CONTRACTOR:

_____

By: _____

Title: _____

Federal Tax ID No. _____

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-024

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Tuesday, May 20, 2025,** for:

AVENUE D RESURFACING (N 29TH STREET TO US 1)

The work includes milling and resurfacing of Avenue D from N 29th Street to US 1, sidewalk updates, curb and gutter, driveway replacement, updates to ADA ramps, pavement marking, signing, and video detection at signalized intersections.

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

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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 **Bidders must be prequalified by the Florida Department of Transportation and provide verification.** 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's Project Manager. Bidders are required to advise the City's Project Manager 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 Agreement and the Notice to Proceed. 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 All Bid Forms are included in the Contract Documents.

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

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

11.4 Bids by partnership must be executed in the partnership name and

signed by an authorized partner, whose title must appear under the signature.

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

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

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

SECTION 12 - SUBMISSION OF BIDS

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

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

12.2 Bids received after the time and date specified in the Call for Bids shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the Call for Bids, Bids shall be opened publicly and read aloud.

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

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. <u>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's Project Manager prior to submittal of the Bid.</u>

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

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

SECTION 15 - BIDS TO REMAIN OPEN

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

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

SECTION 16 - AWARD OF CONTRACT

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

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

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

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient

capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

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

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

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

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

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

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

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers

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

SECTION 18 - SIGNING OF AGREEMENT

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

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

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

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

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis

for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

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

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

SECTION 21 – MATERIALS

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

21.2 State produced materials are now allowed. in the public interest and approved by the CITY.

END OF SECTION

Technical Specifications:

The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24 and FDOT FY 2023-24 Standard Plans for Road Construction. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A Mobilization/Permits:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

Additionally, the bid price for this item shall include but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare the necessary sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Mobilization/Permits** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

101-1B Geotechnical and Materials Testing:

The contractor shall provide geotechnical testing as required for the project to include, but not be limited to, concrete, subgrade, base, asphalt, and densities in accordance with the contract documents, plans, specifications, and details. Invoices for passing tests will be submitted to the City. Failing tests will be paid for by the contractor.

The basis of payment for **Geotechnical and Materials Testing** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance, and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department.

The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a Sequence of Construction Plan detailing Maintenance of Traffic Plans depicting the necessary traffic control devices for the specified detour route.

The basis of payment for **Maintenance of Traffic** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

104-1A Erosion and Sediment Prevention Devices:

The CONTRACTOR shall be required to provide Erosion and Sediment Prevention Devices in accordance with Section 104 Prevention, Control, and Abatement of Erosion and Water Pollution of the Standard Specifications and the Florida Erosion Sediment Control Manual. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items related to NPDES permits. Refer to the manual for examples of appropriate and inappropriate use of materials. Also included in this item is any maintenance or replacement of the devices for the duration of the project.

The CONTRACTOR is responsible to provide an NPDES Permit, if required, and all subsequent reports associated with the permit.

The basis of payment for **Erosion and Sediment Prevention Devices** shall be paid per **LUMP SUM** and paid proportionate with contract time.

110-4A Removal of Existing Concrete:

The bid price for this item shall be in compliance with Section 110 Clearing and Grubbing of the Standard Specifications. This work primarily consists of removing existing concrete and asphalt paver crosswalks but may also include clearing and grubbing work for placement of new sidewalk and driveways.

The basis of payment for **Removal of Existing Concrete** shall be paid per **SQUARE YARD**.

160-4 Type B Stabilization, (12" Thick):

The bid price for this item shall be in accordance with Section 160 Stabilizing of the Standard Specifications.

The basis of payment for **Type B Stabilization, (12" Thick)** shall be paid per **SQUARE YARD**.

285-701 Optional Base, Base Group 01 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 01 (LBR 100)** shall be paid per **SQUARE YARD**.

285-706 Optional Base, Base Group 06 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 06 (LBR 100)** shall be paid per **SQUARE YARD**.

327-70-12 Milling Existing Asphalt Pavement, 1¼" Avg Depth:

The bid price for this item shall be in accordance with the plans and Section 327 Milling of Existing Asphalt Pavement of the Standard Specifications.

The basis of payment for **Milling Existing Asphalt Pavement, 1¼" Depth** shall be paid per **SQUARE YARD**.

334-4-13 Superpave Asphaltic Concrete Traffic C (Overlay):

The bid price for this item shall be in accordance with Section 334 of Exhibit F – Required LAP Specifications.

The basis of payment for **Superpave Asphaltic Concrete Traffic C (Overlay)** shall be paid in **TONS**.

425-1-201 Inlets, Curb, Type 9, <10':

The bid price for this item shall be in accordance with Section 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications.

The basis of payment for **Inlets, Curb, Type 9, <10'** shall be paid per **EACH**.

520-1-10 Concrete Curb and Gutter, Type F:

The bid price for this item shall be in accordance with Section 520 Concrete Gutter, Curb Elements and Traffic Separator of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Curb and Gutter Type F** shall be paid in **LINEAR FEET**.

522-1 Concrete Sidewalk and Driveways 4" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Sidewalk and Driveways 4" Thick** shall be paid in **SQUARE YARDS.**

522-2 Concrete Sidewalk and Driveways 6" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications..

The basis of payment for **Concrete Sidewalk and Driveways 6" Thick** shall be paid in **SQUARE YARDS.**

526-1-2 Pavers, Architectural, Sidewalk:

The bid price for this item shall be in accordance with Section 526 Architectural Pavers of the Standard Specifications.

The basis of payment for **Architectural Pavers** shall be paid in **SQUARE FEET.**

527-2 Detectable Warnings:

The bid price for this item shall be in accordance with Section 527 Detectable Warnings of the Standard Specifications.

The basis of payment for **Detectable Warnings** shall be paid in **SQUARE FEET.**

660-4-12 Vehicle Detection System – Video, F&I Above Ground System:

The bid price for this item shall be in accordance with Section 660 Vehicle Detection System of the Standard Specifications, the attached Exhibit G Video Detection Specifications, FDOT APL 660-015-037, or approved equal.

The basis of payment for **Vehicle Detection System – Video, F&I Above Ground System** shall be paid in **EACH.**

700-1-11 Single Post Sign, F&I, Ground Mount, Up to 12 SF:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, F&I, Ground Mount, Up to 12 SF** shall be paid per **EACH.**

700-1-60 Single Post Sign, Remove:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, Remove** shall be paid per **EACH.**

700-4-125A Neighborhood Overhead Sign Structure, F&I, Span (51-100 FT):

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications, the plans, and Exhibit H Overhead Sign Structure.

The basis of payment for **Overhead Static Sign Structure, F&I, Span (51-100 FT)** shall be paid per **EACH.**

706-1-3 Raised Pavement Marker, Type B:

The bid price for this item shall be in accordance with Section 706 Raised Pavement Markers and Marker Adhesive of the Standard Specifications

The basis of payment for **Raised Pavement Marker, Type B** shall be paid per **EACH.**

711-11-123 Thermoplastic, Standard, White, Solid 12" (Crosswalks):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 12" (Crosswalks)** shall be paid in **LINEAR FEET.**

711-11-125 Thermoplastic, Standard, White, Solid 24" (Stop Line):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 24" (Stop Line)** shall be paid in **LINEAR FEET.**

711-11-170 Thermoplastic, Standard, White, Arrow:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Arrow** shall be paid per **EACH.**

711-11-180 Thermoplastic, Standard, White, Yield Line:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Yield Line** shall be paid in **LINEAR FEET.**

711-15-101 Thermoplastic, Standard, White, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

711-15-131 Thermoplastic, Standard, White, Skip 6" 10-30 Skip:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Skip 6" 10-30 Skip** shall be paid in **LINEAR FEET.**

711-15-201 Thermoplastic, Standard, Yello, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

END OF SECTION

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THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

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 undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

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: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), 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 _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

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.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, 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

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership, or Individual)

HEREINAFTER called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:
City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish Avenue D Resurfacing (N 29th Street to US 1) Bid No. 2025-024.** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys'

fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this _____day of_____, 2025.

ATTEST: _____
Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____
(Type) (Type)

(Corporate Seal) Title _____

_____

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Surety

By _____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 4 **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **Avenue D Resurfacing (N 29th Street to US 1), Bid No. 2025-024**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this ____day of _____, 2025.

ATTEST: Principal

(Principal) Secretary By

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

_____
(Surety) Secretary

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Avenue D Resurfacing (N 29th Street to US 1)**

Date of Bid Opening: **3:00 PM, Tuesday, May 20, 2025**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

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

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

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Project: Avenue D Resurfacing (N 29th Street to US 1)

Bid No: 2025-024

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 _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Avenue D Resurfacing (N 29th Street to US 1)**

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

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

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.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

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?

9. Have you ever defaulted on a contract? If so, where and why?

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.

11. List your major equipment available for this contract.

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.)

13. Background and experience of the principal members of your company, including the officers.

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 _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

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: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

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:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

_____ 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

_____
Date

END OF SECTION

BID RESPONSE FORM
AVENUE D RESURFACING (N 29TH STREET TO US 1)
(May 20, 2025)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF			
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	810		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF			
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF			
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF			
SUB TOTAL OF ITEMS					
10% CONTINGENCY					
TOTAL FINAL BID					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**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? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

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: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _ _ _ _ _ _ _ _ _ _ _ _ _ _
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____
_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT "E"
GENERAL CONDITIONS

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, 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 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 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 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 to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION
A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word “approved,” “reviewed,” “acceptable,” “satisfactory,” “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words “as shown” or “as indicated” or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word “provide” is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word “Product” is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term “Project Manual” as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the

site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer 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 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 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 or designee may perform his functions under the Contract Documents.

2.3 The City Engineer 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 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 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 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, 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 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, 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 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 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 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 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 to review the information as required.

4.12.2 Contractor shall also submit to City Engineer 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 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 for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer'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 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 on previous submittals.

4.12.6 City Engineer'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 attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer 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 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 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.

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.

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 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 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 timely notice of its readiness so the City Engineer 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 <u>special</u> 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.

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 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, 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 determines may justify the delay, then the Contract Time shall be extended by Change Order for such

reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer 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. All payments will be in accordance with Florida Statute 218.735 and these Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the Contractor shall submit to the City 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 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 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, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete

Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer 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 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 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 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 has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer 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 on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer 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 receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer 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 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 cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer 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 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 FAILURE OF PAYMENT

9.7.1 If the City Engineer does not approve Application for Payment, through no fault of the Contractor, within fourteen (14) days after receipt of the Contractor's Application for Payment, then the Contractor may, upon seven (7) additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer 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 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: (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 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 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.

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 STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE AGREEMENT - 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, 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 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. 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 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 or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, 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 has not specifically requested or required to observe prior to being covered, the City Engineer 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 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 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, 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 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, 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 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 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, 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, 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 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 before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer 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 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 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 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 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, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer 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, 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 will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if 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;
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 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 CD's supplied in digital format (AutoCAD).

END OF SECTION

EXHIBIT F – REQUIRED LAP SPECIFICATIONS

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-13-21) (FY 2023-24)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway,
ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove

muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).

2. 12 to 24 inches: 6 inches (in any dimension).

3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
   a. All five tests must meet the density required by 120-10.5.
   b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick

lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

<table>
<tr><td colspan="5">Table 120-2</td></tr>
<tr><td rowspan="2">Group</td><td rowspan="2">AASHTO Soil Class</td><td colspan="2">Maximum Lift Thickness</td><td colspan="2">Thick Lift Control Test Section Requirements</td></tr>
<tr><td>Within Cover Zone</td><td>Above Soil Envelope</td><td>Within Cover Zone</td><td>Above Soil Envelope</td></tr>
<tr><td rowspan="2">1</td><td>A-3</td><td rowspan="2">6 inches</td><td rowspan="2">12 inches</td><td rowspan="2">N/A</td><td rowspan="2">Not Needed</td></tr>
<tr><td>A-2-4 (No. 200 Sieve ≤ 15%)</td></tr>
<tr><td rowspan="4">2</td><td>A-1</td><td colspan="2" rowspan="4">6 inches without control test section</td><td rowspan="4">N/A</td><td rowspan="4">Maximum of 12 inches per 120-7.2.1.2</td></tr>
<tr><td>A-2-4 (No. 200 Sieve > 15%)</td></tr>
<tr><td>A-2-5, A-2-6, A-2-7, A-4, A-5, A-6</td></tr>
<tr><td>A-7 (Liquid Limit < 50)</td></tr>
</table>

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical

tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material

using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be

made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (FY 2023-24)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1
Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5(1)	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5(1) Friction Mixes: Types FC-9.5 or FC-12.5(1)	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5ºF when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[(1)]	65
[(1)] As an exception, place the mixture at temperatures no lower than 60ºF, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55ºF when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table334-4. Notify the Engineer of the rejection immediately.

Table 334-4 Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2
Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)[1]
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09

Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while

rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling

procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer.

Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing

for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (FY 2023-24)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41[6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:

(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.

(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.

(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.

(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).

(5) Meet the requirements of Section 350 of FDOT Specifications.

(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.

(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.

(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).

4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.

5. A copy of the documentation certifying the admixture weighing/measuring devices.

6. Aggregate moisture control records including date and time of test.

7. Manufacturer's mixer information.

8. Certification documents for admixture weighing and measuring dispensers.

9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

EXHIBIT "G"
VIDEO DETECTION SYSTEM

FDOT APL#660-015-037

ECONOLITE

Sensors for Traffic Detection

Autoscope® Comm Manager

What, exactly, is a Comm Manager?

The Autoscope Vision Comm Manager is a powerful device facilitating remote and local communication to deployed Autoscope Vision sensors. The Vision Comm Manager supports 3-wire-only branch cable connections for up to 8 sensors, interfaces to the optional Vision I/O 24™ module, as well as full 10/100/1000 Ethernet communication to a local laptop or workstation at the Traffic Management Center (TMC).

Why do agencies use the Comm Manager?

The Vision Comm Manager is quick and easy to install. A single IP address is all that is required to connect the Vision Comm Manager to personnel at the TMC, enabling collection of traffic data and viewing HD video streams, individually or in a quad display. Detection zones may also be created or modified remotely with this simple network architecture.



How does the Comm Manager benefit the driving public?

Power and communications to Autoscope Vision is managed via the Vision Comm Manager. Vision sensors provide high-performance, high definition vehicle detection and bicycle differentiation, using state-of-the-art algorithms to improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Autoscope Comm Manager Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Power and communication to Vision sensors is conducted via the Vision Comm Manager. The Vision Comm Manager supports SDLC and wired I/O interface for convenient integration to TS1, 170/2070/33x and TS2 cabinets. The robust and proven broadband-over-power cable technology has a remarkable throughput of 70-90 Mb/sec. This is more than sufficient bandwidth to simultaneouly transmit traffic data and multiple streams of HD video.

Applications

Autoscope Vision is capable of concurrently satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Specifications

- Connectors
  - *Input power: one (1), 3 position compression block*
  - *Output power to Vision sensors: four (4), 3-position compression blocks (Up to 2 sensors per block)*
  - *Two (2) USB*
  - *Four (4), 10/100/1000Ethernet: WAN, Maintenance, Expansion, Reserved*
- Communications
  - *Wi Fi 802.11(b/g/n)*
  - *WAN Ethernet Port 10/100/1000*
  - *Maintenance Ethernet Port 10/100/1000*
  - *Broadband Over-Power 70-90 Mbps*
- Environmental
  - *-29° F to +165° F (-34° C to +74° C)*
  - *0 to 95% relative humidity, non-condensing*
- Dimensions and Weight
  - *11" x 7" x 2.5" (28 cm x 18 cm x 6 cm)*
  - *2.3lbs (1.04 kg)*
- Video Output
  - *Digital streaming H.264 720p, 30fps*
  - *Variable bitrate selectable 100-5000Kbps*
- Warranty
  - *Three year factory warranty*
  - *Extended warranty packages available to six years*

- Power
  - *89-265 VAC, 50/60 Hz from the transient-protected side of cabinet*
  - *Minimum 15W typical without sensors*
  - *75 Watts typical with four (4) Vision sensors*
  - *140 Watts Maximum*
  - *2 spare fuses*
  - *High-energy transient surge protection*
- Indicators
  - *Wi-Fi LEDs – active or inactive*
  - *SDLC LEDs – Indicate valid data*
  - *Ethernet Port LEDs – indicate speed of network connection*
  - *Power Sensor LED – indicate power to sensor*
  - *Comm Manager LED - indicator for readiness and status*
  - *System Status LED – indicating individual sensor status*
  - *Sensor LINK/ACT LED - indicates communication between the Comm Manager and at least 1 Vision sensor*
- Regulatory
  - *NEMA TS2 2003 Compliant*
  - *CE EN 55022*
  - *CE EN 55024*
  - *EN 61000-6-1*
  - *IGES*
  - *FCC Part 15, Class A*

ECONOLITE

1250 N. Tustin Avenue, Anaheim, CA 92807 714-630-3700 sales@econolite.com www.econolite.com

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FDOT APL#660-015-037

Autoscope® VISION

Accurate. Versatile. Simple.



▹ ▹ Autoscope performance is robust and reliable in all lighting conditions.

About Vision™

Video detection and broadband communications technologies continue to help inspire and generate new levels of Intelligent Transportation Systems (ITS) capabilities. This will be even more critical as connected vehicle and Smart City technologies become more prevalent, particularly vehicle-to-infrastructure (V2I) and data analytics. Whether for surveillance, vehicle detection, bicycle detection and differentiation, data collection, or traffic monitoring systems, video detection and broadband communications are increasing ITS performance, cost efficiencies, and access to strategic traffic information - helping transportation professionals improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Building on more than two decades of proven above-ground video detection experience, Autoscope Vision delivers the highest levels of accuracy and performance in an easy-to-use detection solution that supports a variety of traffic management and ITS applications.

At A Glance

- ▹ Highest levels of accuracy and performance
- ▹ Built-in local WiFi for quick and simple set up
- ▹ Program an entire intersection in just minutes
- ▹ Easy to install with 3-wires-only
- ▹ Simple integration to all traffic cabinets
- ▹ High Definition (HD) camera for superior video images

ECONOLITE

Autoscope Vision Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Autoscope Vision is an integrated camera-processor sensor solution that provides high performance stop bar vehicle detection, bicycle detection and differentiation, advance vehicle detection, traffic data collection, and HD video surveillance. It also supports local WiFi and streaming video to mobile computing devices.

Autoscope Vision utilizes an ITO faceplate heater and hydrophilic coated lens to maintain optimal performance during inclement weather while reducing the frequency of cleaning.

Power and communication to Vision sensors is conducted via the Vision Comm Manager™. Vision Comm Manager supports SDLC and wired I/O interface.

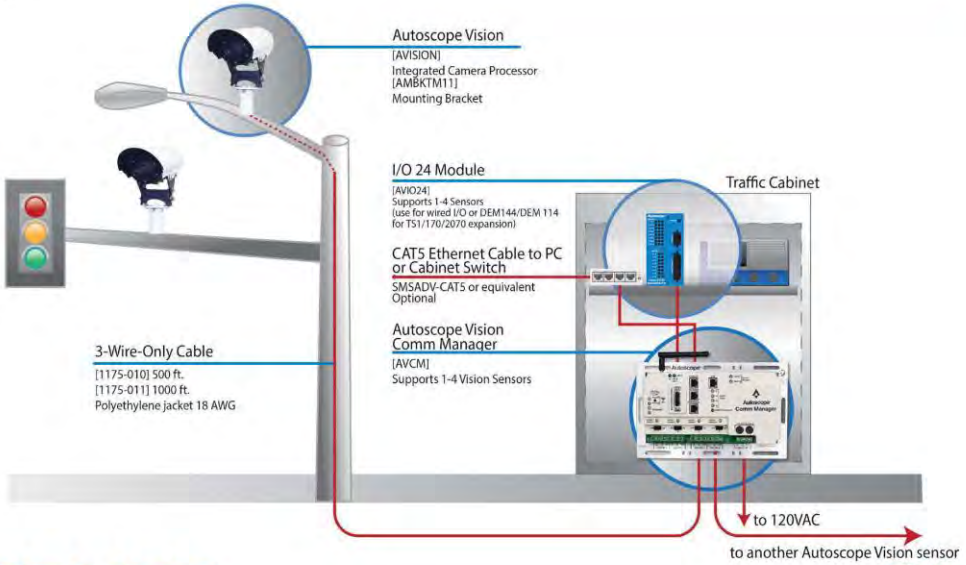
Application

Autoscope Vision is capable of simultaneously satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Vision Sensor Specifications

- Temperature
  - -34° C to +60° C (-29° F to 165°F)
  - Meets TS2 standards
  - Relative humidity of 0 to 95%, non-condensing
- Power
  - 16W typical, 18W maximum
  - 89 to 265 VAC
  - 60/50 Hz
  - Indium Titanium Oxide (ITO) and hyrdrophilic faceplate
- Dimensions
  - H x W x L (with sunshield and bracket): 7" x 5.5" x 22.5" (177.8 mm x 140 mm x 571.5mm)
  - 6.5 lbs (2.95 kg)



ECONOLITE

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EXHIBIT "H"
NEIGHBORHOOD OVERHEAD SIGN STRUCTURE

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	**REVISED** **CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	Bid No: 2025-024
Mandatory Pre-Bid Conference: 10:00 AM, THURSDAY, MAY 1, 2025	Bid Title: AVENUE D RESURFACING FROM (29TH STREET TO US 1)
Mandatory Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	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, MAY 20, 2025	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: _____ Mailing Address: _____ _____	*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:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	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	

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PDF ATTACHMENTS
ENGINEERING PLANS

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bi0d. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department's Project Manager at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 10. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, Workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work .

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which

may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal Working hours, with prior notice to determine that Bidder has a bona fide place of business and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders bids in which the prices obviously are unbalanced and will be subject to rejection.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 38, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. Additional Insured for General Liability

City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is requesting bids from qualified contractors for Avenue D Roadway Improvements from 29th Street to US 1, Fort Pierce, Florida. The work associated with this project consists of the milling and resurfacing of the roadway, sidewalks, curb and gutter, driveways, pavement marking and signage, and video detection at signalized intersections.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Tuesday, May 20, 2025.** Hard copies or electronic submission, see Delivery of Bids below.

3. DELIVERY OF BIDS

Bid response may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101

100 North U.S. #1
Fort Pierce, FL 34950

P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

Any bids received after the designated time and date listed above will be returned unopened.

4. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (**Exhibit D, page 92)**
- **Forms on pages 65,69, 83-85, 86, 89-98,101,and 103 of Exhibit D**
- Certificate of Use, (See item numbered 8 below)
- Business Tax Receipt, (See item numbered 9, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
-

5. MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 10:00 A.M., Thursday, May 1, 2025,** in the Engineering Conference Room, 100 North U.S. #1, Fort Pierce, FL. All interested bidders are encouraged to attend this conference.

6. INQUIRIES/QUESTIONS

6.1 All inquiries will be in a written format and addressed to the Project Engineer with a copy to the Purchasing Agent:

TO
Selena Griffett, P.E.
Project Engineer
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3780
Email: sgriffett@cityoffortpierce.com

COPY
LaTonya Hubbard
Purchasing Agent
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than, **5:00 PM, Thursday, May 8, 2025.**

7. PROOF OF INSURANCE

Bidders shall submit a Certificate of Insurance(photocopy acceptable) indicating proof of bidder's current coverages (current policy), see SECTION IV, page 38 Article 17 of the Sample Contract.

- If proposer does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the proposer, if awarded the project, can obtain such insurance.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.
- Automobile Liability – Each Occurrence Bodily Injury and Property Damage Liability Combined maybe negotiated.
- If awarded, the insurance is expected to comply with the Required Limits of Insurance as indicated in the section stated above, however the city reserves the right, at its sole discretion to modify or waive certain requirements as deemed necessary to accommodate specific circumstances. It is important to note that this discretion does not grant the bidder the ability to negotiate insurance rates or alter the specified coverage limits. Furthermore, failure to meet the insurance requirements as specified may result in the bidder's submission being deemed unresponsive.
- The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

8. CERTIFICATE OF USE

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Please provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal. This requirement applies to businesses that are located outside the city limits of Fort Pierce.

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

11. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum of classification of "Certified General Contractor" associated with the company/firm.

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
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)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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

Part II Certification

Under penalties of perjury, I certify that:

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

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** ▶ **Date** ▶

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

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

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

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:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

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

this ____ day of _____, 20____ by _____, who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

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?		

PLEASE SIGN AND RETURN WITH BID_____

SECTION IV

UNIT PRICE CONSTRUCTION AGREEMENT
"SAMPLE"

FOR

AVENUE D RESURFACING FROM N 29TH STREET TO US 1 INFRASTRUCTURE SURTAX PROJECT

CITY OF FORT PIERCE BID NO. 2025-024

Prepared by:

The City of Fort Pierce
Department of Engineering
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 _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **(TBD)** a **FLORIDA** corporation, with its principal address at **XXX** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Avenue D Resurfacing from N 29th Street to US 1, Bid No. 2025-024, 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 as detailed in their Avenue D Resurfacing from N 29th Street to US 1 Bid No 2025-024 Bid Submission, 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 Agreement includes the construction of roadway improvements along Avenue D from 29th Street to US 1 as indicated on the construction plans. The Agreement includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" -Technical Specifications
4. Exhibit "D" - Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" - Required LAP Specifications
7. Exhibit "G" - Video Detection System
8. Exhibit "H" - Neighborhood Overhead Sign Structure

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

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

2(B) The CONTRACTOR has become familiar with the Project 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 Agreement, 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 Agreement, 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 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 one hundred fifty (150) calendar days and Final Completion in one hundred eighty (180) 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 **$1,694.00** 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. 2025-024, Avenue D Roadway Reconstruction Plans (N 29th Street to US 1) 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: $_____**

(Written Amount)

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance 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) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with Florida Statute 218.735 and the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month hereafter (hereinafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information that may be required by the City Engineer or his designee. 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.

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.

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 follow

NAME	FUNCTION

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, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this 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
	$2,000,000	Disease – Each Employee

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

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

The coverage may include restrictive endorsements which exclude coverage for liability
arising out of: Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation"

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

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

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 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. 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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

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

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this 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:	**CONTRACTOR**:
Selena D. Griffett, P.E.	
Project Engineer	_____
City of Fort Pierce	_____
100 N. US Highway 1	_____
Fort Pierce, FL 34950	_____
Phone: 772-467-3774	_____
Fax: 772-460-6847	_____

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

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 City, 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 City.

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 City 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"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSETH:

_____

Print Name

_____

Signature

_____

Print name

_____

CONTRACTOR:

_____

By: _____

Title: _____

Federal Tax ID No. _____

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-024

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Tuesday, May 20, 2025,** for:

AVENUE D RESURFACING (N 29TH STREET TO US 1)

The work includes milling and resurfacing of Avenue D from N 29th Street to US 1, sidewalk updates, curb and gutter, driveway replacement, updates to ADA ramps, pavement marking, signing, and video detection at signalized intersections.

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

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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 **Bidders must be prequalified by the Florida Department of Transportation and provide verification.** 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's Project Manager. Bidders are required to advise the City's Project Manager 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 Agreement and the Notice to Proceed. 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 All Bid Forms are included in the Contract Documents.

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

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

11.4 Bids by partnership must be executed in the partnership name and

signed by an authorized partner, whose title must appear under the signature.

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

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

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

SECTION 12 - SUBMISSION OF BIDS

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

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

12.2 Bids received after the time and date specified in the Call for Bids shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the Call for Bids, Bids shall be opened publicly and read aloud.

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

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. <u>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's Project Manager prior to submittal of the Bid.</u>

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

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

SECTION 15 - BIDS TO REMAIN OPEN

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

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

SECTION 16 - AWARD OF CONTRACT

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

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

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

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient

capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

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

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

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

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

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

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

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers

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

SECTION 18 - SIGNING OF AGREEMENT

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

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

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

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

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis

for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

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

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

SECTION 21 – MATERIALS

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

21.2 State produced materials are now allowed. in the public interest and approved by the CITY.

END OF SECTION

Technical Specifications:

The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24 and FDOT FY 2023-24 Standard Plans for Road Construction. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A Mobilization/Permits:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

Additionally, the bid price for this item shall include but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare the necessary sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Mobilization/Permits** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

101-1B Geotechnical and Materials Testing:

The contractor shall provide geotechnical testing as required for the project to include, but not be limited to, concrete, subgrade, base, asphalt, and densities in accordance with the contract documents, plans, specifications, and details. Invoices for passing tests will be submitted to the City. Failing tests will be paid for by the contractor.

The basis of payment for **Geotechnical and Materials Testing** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance, and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department.

The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a Sequence of Construction Plan detailing Maintenance of Traffic Plans depicting the necessary traffic control devices for the specified detour route.

The basis of payment for **Maintenance of Traffic** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

104-1A Erosion and Sediment Prevention Devices:

The CONTRACTOR shall be required to provide Erosion and Sediment Prevention Devices in accordance with Section 104 Prevention, Control, and Abatement of Erosion and Water Pollution of the Standard Specifications and the Florida Erosion Sediment Control Manual. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items related to NPDES permits. Refer to the manual for examples of appropriate and inappropriate use of materials. Also included in this item is any maintenance or replacement of the devices for the duration of the project.

The CONTRACTOR is responsible to provide an NPDES Permit, if required, and all subsequent reports associated with the permit.

The basis of payment for **Erosion and Sediment Prevention Devices** shall be paid per **LUMP SUM** and paid proportionate with contract time.

110-4A Removal of Existing Concrete:

The bid price for this item shall be in compliance with Section 110 Clearing and Grubbing of the Standard Specifications. This work primarily consists of removing existing concrete and asphalt paver crosswalks but may also include clearing and grubbing work for placement of new sidewalk and driveways.

The basis of payment for **Removal of Existing Concrete** shall be paid per **SQUARE YARD**.

160-4 Type B Stabilization, (12" Thick):

The bid price for this item shall be in accordance with Section 160 Stabilizing of the Standard Specifications.

The basis of payment for **Type B Stabilization, (12" Thick)** shall be paid per **SQUARE YARD**.

285-701 Optional Base, Base Group 01 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 01 (LBR 100)** shall be paid per **SQUARE YARD**.

285-706 Optional Base, Base Group 06 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 06 (LBR 100)** shall be paid per **SQUARE YARD**.

327-70-12 Milling Existing Asphalt Pavement, 1¼" Avg Depth:

The bid price for this item shall be in accordance with the plans and Section 327 Milling of Existing Asphalt Pavement of the Standard Specifications.

The basis of payment for **Milling Existing Asphalt Pavement, 1¼" Depth** shall be paid per **SQUARE YARD**.

334-4-13 Superpave Asphaltic Concrete Traffic C (Overlay):

The bid price for this item shall be in accordance with Section 334 of Exhibit F – Required LAP Specifications.

The basis of payment for **Superpave Asphaltic Concrete Traffic C (Overlay)** shall be paid in **TONS**.

425-1-201 Inlets, Curb, Type 9, <10':

The bid price for this item shall be in accordance with Section 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications.

The basis of payment for **Inlets, Curb, Type 9, <10'** shall be paid per **EACH**.

520-1-10 Concrete Curb and Gutter, Type F:

The bid price for this item shall be in accordance with Section 520 Concrete Gutter, Curb Elements and Traffic Separator of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Curb and Gutter Type F** shall be paid in **LINEAR FEET**.

522-1 Concrete Sidewalk and Driveways 4" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Sidewalk and Driveways 4" Thick** shall be paid in **SQUARE YARDS.**

522-2 Concrete Sidewalk and Driveways 6" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications..

The basis of payment for **Concrete Sidewalk and Driveways 6" Thick** shall be paid in **SQUARE YARDS.**

526-1-2 Pavers, Architectural, Sidewalk:

The bid price for this item shall be in accordance with Section 526 Architectural Pavers of the Standard Specifications.

The basis of payment for **Architectural Pavers** shall be paid in **SQUARE FEET.**

527-2 Detectable Warnings:

The bid price for this item shall be in accordance with Section 527 Detectable Warnings of the Standard Specifications.

The basis of payment for **Detectable Warnings** shall be paid in **SQUARE FEET.**

660-4-12 Vehicle Detection System – Video, F&I Above Ground System:

The bid price for this item shall be in accordance with Section 660 Vehicle Detection System of the Standard Specifications, the attached Exhibit G Video Detection Specifications, FDOT APL 660-015-037, or approved equal.

The basis of payment for **Vehicle Detection System – Video, F&I Above Ground System** shall be paid in **EACH.**

700-1-11 Single Post Sign, F&I, Ground Mount, Up to 12 SF:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, F&I, Ground Mount, Up to 12 SF** shall be paid per **EACH.**

700-1-60 Single Post Sign, Remove:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, Remove** shall be paid per **EACH.**

700-4-125A Neighborhood Overhead Sign Structure, F&I, Span (51-100 FT):

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications, the plans, and Exhibit H Overhead Sign Structure.

The basis of payment for **Overhead Static Sign Structure, F&I, Span (51-100 FT)** shall be paid per **EACH.**

706-1-3 Raised Pavement Marker, Type B:

The bid price for this item shall be in accordance with Section 706 Raised Pavement Markers and Marker Adhesive of the Standard Specifications

The basis of payment for **Raised Pavement Marker, Type B** shall be paid per **EACH.**

711-11-123 Thermoplastic, Standard, White, Solid 12" (Crosswalks):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 12" (Crosswalks)** shall be paid in **LINEAR FEET.**

711-11-125 Thermoplastic, Standard, White, Solid 24" (Stop Line):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 24" (Stop Line)** shall be paid in **LINEAR FEET.**

711-11-170 Thermoplastic, Standard, White, Arrow:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Arrow** shall be paid per **EACH.**

711-11-180 Thermoplastic, Standard, White, Yield Line:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Yield Line** shall be paid in **LINEAR FEET.**

711-15-101 Thermoplastic, Standard, White, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

711-15-131 Thermoplastic, Standard, White, Skip 6" 10-30 Skip:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Skip 6" 10-30 Skip** shall be paid in **LINEAR FEET.**

711-15-201 Thermoplastic, Standard, Yello, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

END OF SECTION

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THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

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 undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

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: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), 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 _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

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.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, 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

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership, or Individual)

HEREINAFTER called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:
City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish Avenue D Resurfacing (N 29th Street to US 1) Bid No. 2025-024.** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys'

fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this _____day of_____, 2025.

ATTEST: _____
Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____
(Type) (Type)

(Corporate Seal) Title _____

_____

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Surety

By _____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 4 **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **Avenue D Resurfacing (N 29th Street to US 1), Bid No. 2025-024**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this ____day of _____, 2025.

ATTEST: Principal

(Principal) Secretary By

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____ _____
Witness as to Principal

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Avenue D Resurfacing (N 29th Street to US 1)**

Date of Bid Opening: **3:00 PM, Tuesday, May 20, 2025**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

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

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

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Project: Avenue D Resurfacing (N 29th Street to US 1)

Bid No: 2025-024

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 _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Avenue D Resurfacing (N 29th Street to US 1)**

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

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

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.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

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?

9. Have you ever defaulted on a contract? If so, where and why?

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.

11. List your major equipment available for this contract.

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.)

13. Background and experience of the principal members of your company, including the officers.

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 _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

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: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

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:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

_____ 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

_____
Date

END OF SECTION

REVISED

BID RESPONSE FORM
AVENUE D RESURFACING (29TH STREET TO US 1)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400		
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000		
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500		
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000		
1000-01A	Utility Adjustments/Coordination	LS	1		
TOTAL FINAL BID $					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**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? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

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: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _ _ _ _ _ _ _ _ _ _ _ _ _ _
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____
_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

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 undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

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: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), 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 _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

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.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, 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

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership, or Individual)

HEREINAFTER called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:
City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish Avenue D Resurfacing (N 29th Street to US 1) Bid No. 2025-024.** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys'

fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this _____day of_____, 2025.

ATTEST: _____
Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____
(Type) (Type)

(Corporate Seal) Title _____

_____

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Surety

By _____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 4 **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **Avenue D Resurfacing (N 29th Street to US 1), Bid No. 2025-024**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this ____day of _____, 2025.

ATTEST: Principal

(Principal) Secretary By

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____ _____
Witness as to Principal

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Avenue D Resurfacing (N 29th Street to US 1)**

Date of Bid Opening: **3:00 PM, Tuesday, May 20, 2025**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

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

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

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Project: Avenue D Resurfacing (N 29th Street to US 1)

Bid No: 2025-024

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 _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Avenue D Resurfacing (N 29th Street to US 1)**

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

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

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.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

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?

9. Have you ever defaulted on a contract? If so, where and why?

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.

11. List your major equipment available for this contract.

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.)

13. Background and experience of the principal members of your company, including the officers.

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 _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

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: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

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:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

_____ 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

_____
Date

END OF SECTION

REVISED

BID RESPONSE FORM
AVENUE D RESURFACING (29TH STREET TO US 1)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400		
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000		
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500		
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000		
1000-01A	Utility Adjustments/Coordination	LS	1		
TOTAL FINAL BID $					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**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? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

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: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _ _ _ _ _ _ _ _ _ _ _ _ _ _
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____
_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT "E"
GENERAL CONDITIONS

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, 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 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 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 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 to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION
A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word “approved,” “reviewed,” “acceptable,” “satisfactory,” “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words “as shown” or “as indicated” or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word “provide” is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word “Product” is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term “Project Manual” as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the

site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer 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 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 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 or designee may perform his functions under the Contract Documents.

2.3 The City Engineer 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 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 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 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, 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 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, 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 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 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 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 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 to review the information as required.

4.12.2 Contractor shall also submit to City Engineer 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 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 for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer'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 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 on previous submittals.

4.12.6 City Engineer'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 attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer 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 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 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.

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.

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 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 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 timely notice of its readiness so the City Engineer 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.

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 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, 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 determines may justify the delay, then the Contract Time shall be extended by Change Order for such

reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer 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. All payments will be in accordance with Florida Statute 218.735 and these Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the Contractor shall submit to the City 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 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 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, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete

Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer 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 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 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 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 has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer 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 on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer 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 receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer 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 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 cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer 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 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 FAILURE OF PAYMENT

9.7.1 If the City Engineer does not approve Application for Payment, through no fault of the Contractor, within fourteen (14) days after receipt of the Contractor's Application for Payment, then the Contractor may, upon seven (7) additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer 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 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: (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 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 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.

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 STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE AGREEMENT - 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, 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 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. 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 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 or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, 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 has not specifically requested or required to observe prior to being covered, the City Engineer 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 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 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, 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 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, 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 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 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, 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, 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 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 before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer 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 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 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 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 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, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer 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, 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 will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if 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;
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 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 CD's supplied in digital format (AutoCAD).

END OF SECTION

EXHIBIT F – REQUIRED LAP SPECIFICATIONS

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-13-21) (FY 2023-24)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway,
ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove

muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).

2. 12 to 24 inches: 6 inches (in any dimension).

3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
   a. All five tests must meet the density required by 120-10.5.
   b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick

lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

<table>
<tr><td colspan="5">Table 120-2</td></tr>
<tr><td rowspan="2">Group</td><td rowspan="2">AASHTO Soil Class</td><td colspan="2">Maximum Lift Thickness</td><td colspan="2">Thick Lift Control Test Section Requirements</td></tr>
<tr><td>Within Cover Zone</td><td>Above Soil Envelope</td><td>Within Cover Zone</td><td>Above Soil Envelope</td></tr>
<tr><td rowspan="2">1</td><td>A-3</td><td rowspan="2">6 inches</td><td rowspan="2">12 inches</td><td rowspan="2">N/A</td><td rowspan="2">Not Needed</td></tr>
<tr><td>A-2-4 (No. 200 Sieve ≤ 15%)</td></tr>
<tr><td rowspan="4">2</td><td>A-1</td><td colspan="2" rowspan="4">6 inches without control test section</td><td rowspan="4">N/A</td><td rowspan="4">Maximum of 12 inches per 120-7.2.1.2</td></tr>
<tr><td>A-2-4 (No. 200 Sieve > 15%)</td></tr>
<tr><td>A-2-5, A-2-6, A-2-7, A-4, A-5, A-6</td></tr>
<tr><td>A-7 (Liquid Limit < 50)</td></tr>
</table>

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical

tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material

using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be

made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (FY 2023-24)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1
Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5(1)	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5(1) Friction Mixes: Types FC-9.5 or FC-12.5(1)	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5ºF when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[(1)]	65
[(1)] As an exception, place the mixture at temperatures no lower than 60ºF, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55ºF when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table334-4. Notify the Engineer of the rejection immediately.

Table 334-4 Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2
Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)[1]
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09

Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while

rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling

procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer.

Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing

for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (FY 2023-24)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41[6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:

(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.

(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.

(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.

(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).

(5) Meet the requirements of Section 350 of FDOT Specifications.

(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.

(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.

(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).

4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.

5. A copy of the documentation certifying the admixture weighing/measuring devices.

6. Aggregate moisture control records including date and time of test.

7. Manufacturer's mixer information.

8. Certification documents for admixture weighing and measuring dispensers.

9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

EXHIBIT "G"
VIDEO DETECTION SYSTEM

FDOT APL#660-015-037

ECONOLITE

Sensors for Traffic Detection

Autoscope® Comm Manager

What, exactly, is a Comm Manager?

The Autoscope Vision Comm Manager is a powerful device facilitating remote and local communication to deployed Autoscope Vision sensors. The Vision Comm Manager supports 3-wire-only branch cable connections for up to 8 sensors, interfaces to the optional Vision I/O 24™ module, as well as full 10/100/1000 Ethernet communication to a local laptop or workstation at the Traffic Management Center (TMC).

Why do agencies use the Comm Manager?

The Vision Comm Manager is quick and easy to install. A single IP address is all that is required to connect the Vision Comm Manager to personnel at the TMC, enabling collection of traffic data and viewing HD video streams, individually or in a quad display. Detection zones may also be created or modified remotely with this simple network architecture.



How does the Comm Manager benefit the driving public?

Power and communications to Autoscope Vision is managed via the Vision Comm Manager. Vision sensors provide high-performance, high definition vehicle detection and bicycle differentiation, using state-of-the-art algorithms to improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Autoscope Comm Manager Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Power and communication to Vision sensors is conducted via the Vision Comm Manager. The Vision Comm Manager supports SDLC and wired I/O interface for convenient integration to TS1, 170/2070/33x and TS2 cabinets. The robust and proven broadband-over-power cable technology has a remarkable throughput of 70-90 Mb/sec. This is more than sufficient bandwidth to simultaneouly transmit traffic data and multiple streams of HD video.

Applications

Autoscope Vision is capable of concurrently satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Specifications

- Connectors
  - *Input power: one (1), 3 position compression block*
  - *Output power to Vision sensors: four (4), 3-position compression blocks (Up to 2 sensors per block)*
  - *Two (2) USB*
  - *Four (4), 10/100/1000Ethernet: WAN, Maintenance, Expansion, Reserved*
- Communications
  - *Wi Fi 802.11(b/g/n)*
  - *WAN Ethernet Port 10/100/1000*
  - *Maintenance Ethernet Port 10/100/1000*
  - *Broadband Over-Power 70-90 Mbps*
- Environmental
  - *-29° F to +165° F (-34° C to +74° C)*
  - *0 to 95% relative humidity, non-condensing*
- Dimensions and Weight
  - *11" x 7" x 2.5" (28 cm x 18 cm x 6 cm)*
  - *2.3lbs (1.04 kg)*
- Video Output
  - *Digital streaming H.264 720p, 30fps*
  - *Variable bitrate selectable 100-5000Kbps*
- Warranty
  - *Three year factory warranty*
  - *Extended warranty packages available to six years*

- Power
  - *89-265 VAC, 50/60 Hz from the transient-protected side of cabinet*
  - *Minimum 15W typical without sensors*
  - *75 Watts typical with four (4) Vision sensors*
  - *140 Watts Maximum*
  - *2 spare fuses*
  - *High-energy transient surge protection*
- Indicators
  - *Wi-Fi LEDs – active or inactive*
  - *SDLC LEDs – Indicate valid data*
  - *Ethernet Port LEDs – indicate speed of network connection*
  - *Power Sensor LED – indicate power to sensor*
  - *Comm Manager LED - indicator for readiness and status*
  - *System Status LED – indicating individual sensor status*
  - *Sensor LINK/ACT LED - indicates communication between the Comm Manager and at least 1 Vision sensor*
- Regulatory
  - *NEMA TS2 2003 Compliant*
  - *CE EN 55022*
  - *CE EN 55024*
  - *EN 61000-6-1*
  - *IGES*
  - *FCC Part 15, Class A*

ECONOLITE

1250 N. Tustin Avenue, Anaheim, CA 92807 714-630-3700 sales@econolite.com www.econolite.com

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FDOT APL#660-015-037

Autoscope® VISION

Accurate. Versatile. Simple.



▹ ▹ Autoscope performance is robust and reliable in all lighting conditions.

About Vision™

Video detection and broadband communications technologies continue to help inspire and generate new levels of Intelligent Transportation Systems (ITS) capabilities. This will be even more critical as connected vehicle and Smart City technologies become more prevalent, particularly vehicle-to-infrastructure (V2I) and data analytics. Whether for surveillance, vehicle detection, bicycle detection and differentiation, data collection, or traffic monitoring systems, video detection and broadband communications are increasing ITS performance, cost efficiencies, and access to strategic traffic information - helping transportation professionals improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Building on more than two decades of proven above-ground video detection experience, Autoscope Vision delivers the highest levels of accuracy and performance in an easy-to-use detection solution that supports a variety of traffic management and ITS applications.

At A Glance

- ▹ Highest levels of accuracy and performance
- ▹ Built-in local WiFi for quick and simple set up
- ▹ Program an entire intersection in just minutes
- ▹ Easy to install with 3-wires-only
- ▹ Simple integration to all traffic cabinets
- ▹ High Definition (HD) camera for superior video images

ECONOLITE

Autoscope Vision Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Autoscope Vision is an integrated camera-processor sensor solution that provides high performance stop bar vehicle detection, bicycle detection and differentiation, advance vehicle detection, traffic data collection, and HD video surveillance. It also supports local WiFi and streaming video to mobile computing devices.

Autoscope Vision utilizes an ITO faceplate heater and hydrophilic coated lens to maintain optimal performance during inclement weather while reducing the frequency of cleaning.

Power and communication to Vision sensors is conducted via the Vision Comm Manager™. Vision Comm Manager supports SDLC and wired I/O interface.

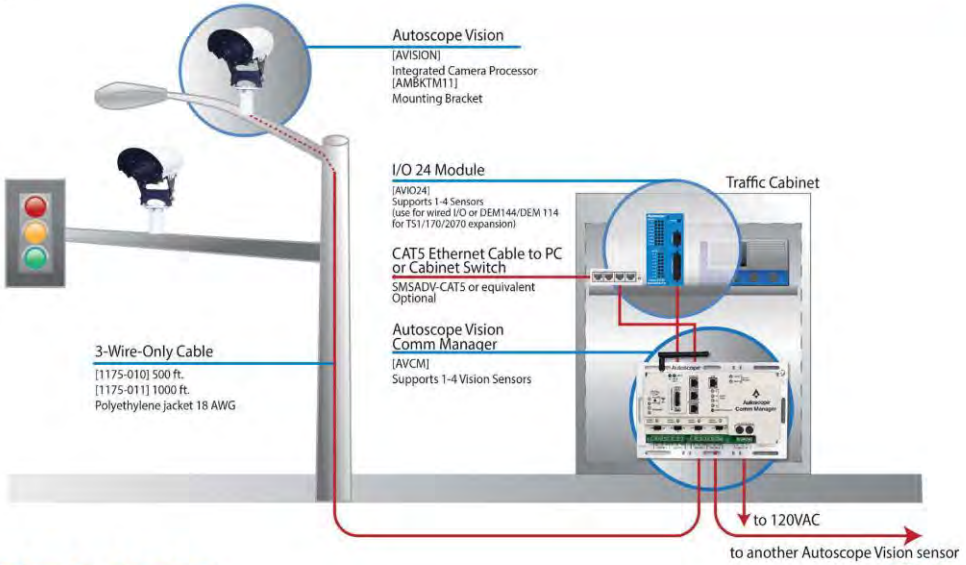
Application

Autoscope Vision is capable of simultaneously satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Vision Sensor Specifications

- Temperature
  - -34° C to +60° C (-29° F to 165°F)
  - Meets TS2 standards
  - Relative humidity of 0 to 95%, non-condensing
- Power
  - 16W typical, 18W maximum
  - 89 to 265 VAC
  - 60/50 Hz
  - Indium Titanium Oxide (ITO) and hyrdrophilic faceplate
- Dimensions
  - H x W x L (with sunshield and bracket): 7" x 5.5" x 22.5" (177.8 mm x 140 mm x 571.5mm)
  - 6.5 lbs (2.95 kg)



ECONOLITE

3360 E La Palma Avenue, Anaheim, CA 92806 · 714-630-3700 · sales@econolite.com · www.econolite.com

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EXHIBIT "H"
NEIGHBORHOOD OVERHEAD SIGN STRUCTURE

District Brand Archway Signs

Scope of Work

Don Bell Signs to fabricate & install:
(___) S/F non-illuminated, District Brand Archway Signs, as shown.

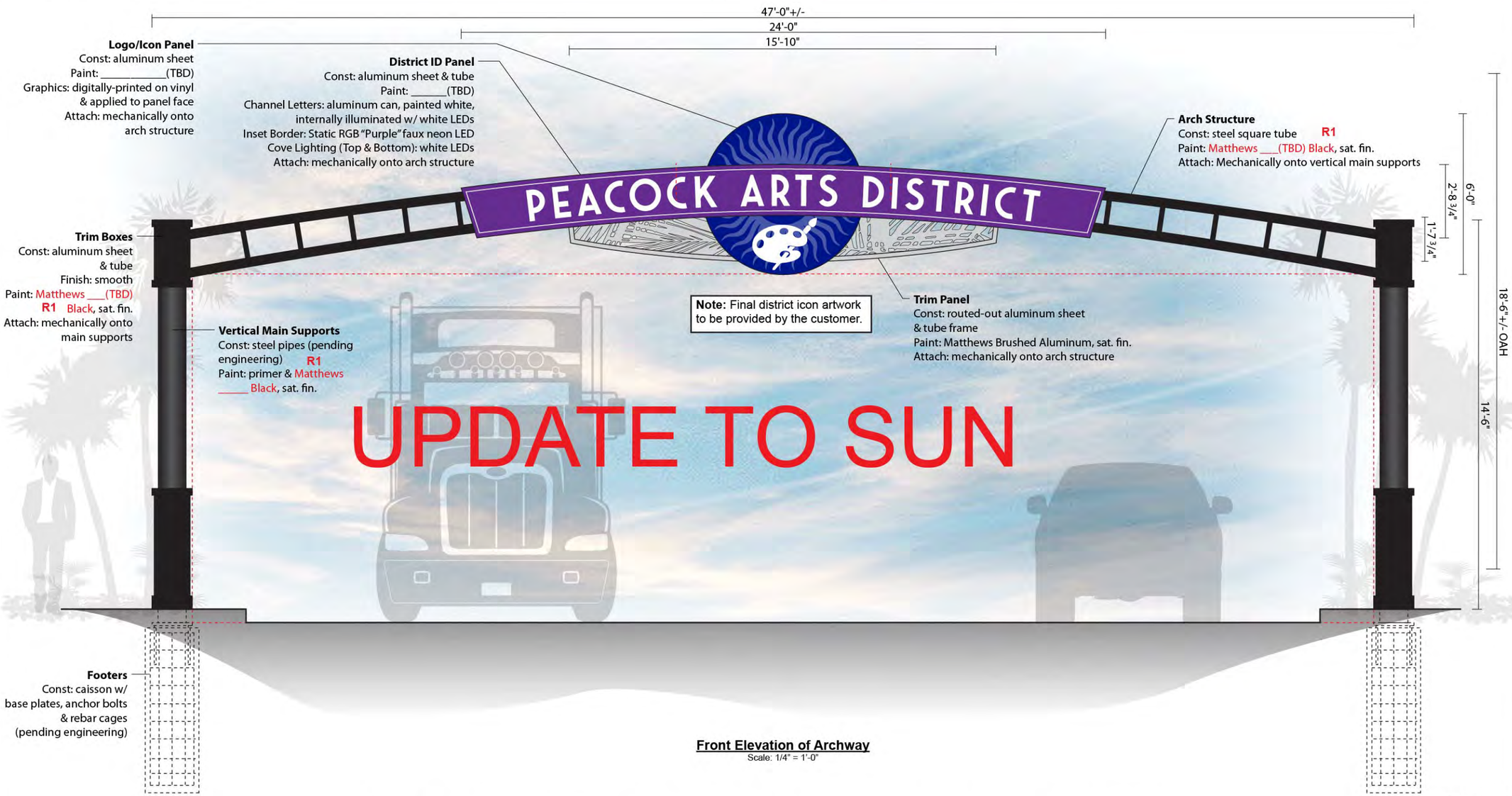
Notes:

All hardware to be non-corrosive.

Landscaping by others.



Nighttime Illumination Concept



Front Elevation of Archway
Scale: 1/4" = 1'-0"

Note: This sign design is subject to change in order to comply with current state, county & municipal codes pertaining to roadway placement & clearance requirements.

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

CITY of FORT PIERCE

DESIGN #: 2100575 R1
DATE: 9.29.2021
DRAWN BY: M. De Bolt

Revisions / Date / Initials
R1 (12.1.2021) MD

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 8

ACCOUNT: City of Fort Pierce
STREET:
CITY: Fort Pierce STATE: FL
SALES REP.: Gary Bell/Frank Boanno
SCALE: As Noted
FILE NAME:
PROGRAM: Adobe Illustrator CS10
FONTS USED:
CUSTOMER APPROVAL DATE

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DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING

AVENUE D (29TH STREET TO U.S. HIGHWAY 1)
ROADWAY RECONSTRUCTION PLANS

SECTION 10, TOWNSHIP 35S, RANGE 40E
FORT PIERCE, FLORIDA
FROM N 29TH ST TO U.S. HIGHWAY 1

INDEX OF SHEETS

1.	COVER
2.	KEY SHEET
3.	TYPICAL SECTION (N 29TH ST. TO U.S. 1)
4-5.	GENERAL NOTES
6-11.	ROADWAY PLANS (29TH TO U.S. 1)
12-17.	SIGNAGE AND PAVEMENT MARKING PLANS
18-23.	EROSION CONTROL PLANS
24-25.	TRAFFIC CONTROL PLANS
26.	PAVING, GRADING, AND DRAINAGE DETAILS
27.	VIDEO DETECTION DETAILS

GOVERNING STANDARD PLANS:

2023-24

FLORIDA DEPARTMENT OF TRANSPORTATION, FY[redacted] STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs)

STANDARD PLANS FOR ROADWAY CONSTRUCTION AND ASSOCIATED IRs ARE AVAILABLE AT THE FOLLOWING WEBSITE:
HTTP//WWW.FDOT.GOV/DESIGN/STANDARDPLANS

FLORIDA GREENBOOK – MANUAL IF UNIFROM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS: JULY 2018 EDITION WITH UPDATES
HTTP: //WWW.FDOT.GOV/ROADWAY/FLORIDAGREENBOOK/FGB.SHTM



VICINITY MAP

LOCATION MAP



ROADWAY PLANS ENGINEER OF RECORD:

DAVID C. BAGGETT, P.E.
P.E. LICENSE NUMBER: 81375
ENGINEERING DESIGN AND CONSTRUCTION, INC.
10250 SW VILLAGE PARKWAY, SUITE 201
PORT ST. LUCIE, FL 34987
PHONE NO.: 778–462–2455

CITY OF FORT PIERCE PROJECT MANAGER:

SELENA GRIFFETT, P.E.

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATIONS FOR ROAD BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
HTTP: //WWW.FDOT.GOV/PROGRAMMANAEMENT/IMPLEMENTED/SPECBOOKS

FM No. 453170–1–54–01

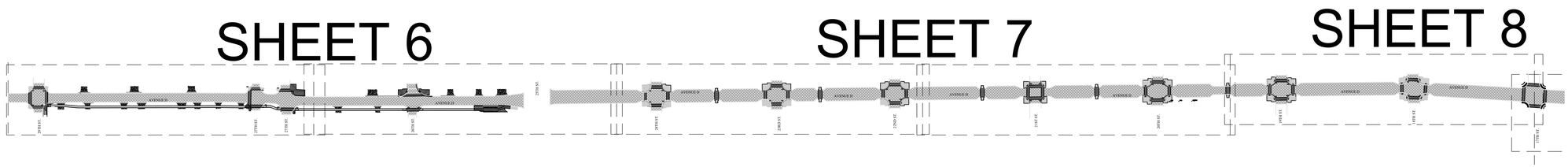
100% PLANS

EDC ENGINEERS SURVEYORS ENVIRONMENTAL
PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 8935
L.B. CERTIFICATE OF AUTHORIZATION 8056

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PKWY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

AVENUE D - ROADWAY RECONSTRUCTION PLANS JANUARY 2023 #21-498

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.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SHEET 7
SHEET 8
AVENUE D
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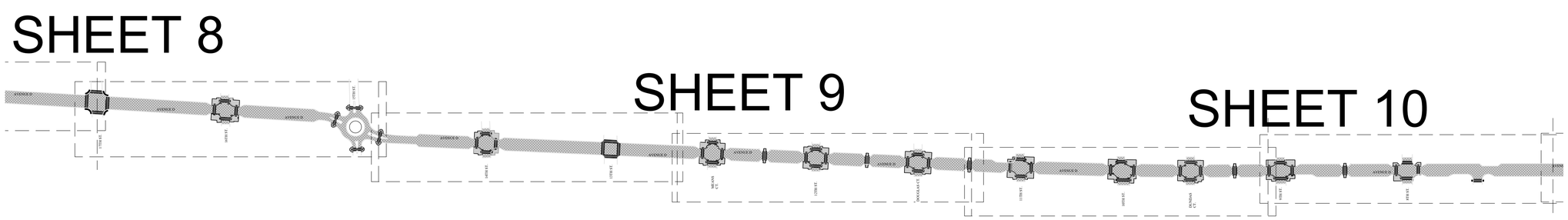
3950 ST
4050 ST
4150 ST
4250 ST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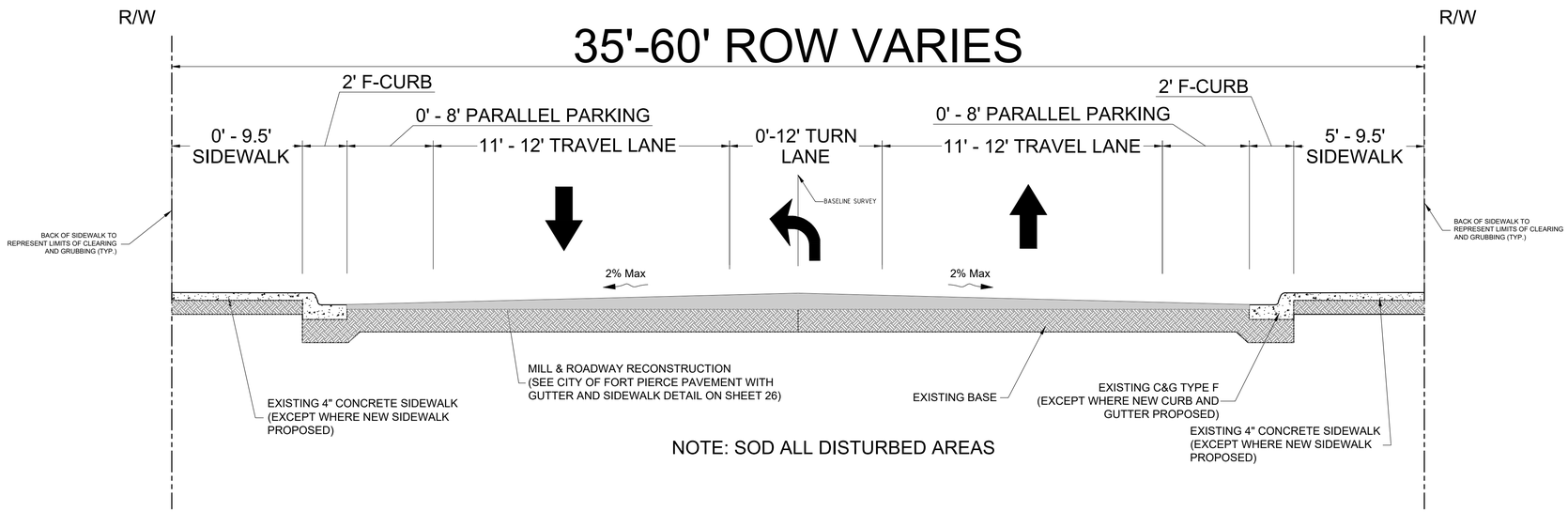

TYPICAL SECTION
MILL AND OVERLAY
AVENUE D
FROM N 29TH STREET TO S U.S. HIGHWAY 1
STA. 10+00.00 TO STA. 23+75.03
AND
STA. 24+45.16 TO STA. 97+55.50
DESIGN SPEED: 30 MPH

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1 $\frac{1}{4}$")

RESURFACING

SUPERPAVE ASPHALT CONCRETE COURSE SP-9.5 (1 $\frac{1}{4}$")

FIN PROJ: 453170-1-54-01

ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

TMR DESIGNED BY
TMR DRAWN BY
21-498 ave d west 8-28-24.dwg FILENAME
3 TYP. SECTIONS LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS
DATE #

AVENUE D ROAD IMPROVEMENTS
TYPICAL SECTION
N 29TH STREET TO U.S. HIGHWAY 1
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE REFERENCING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATELY ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.

3. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY SELENA GRIFFETT WITH THE CITY OF FORT PIERCE, WITHOUT DELAY, BY TELEPHONE (772) 567–3780.

5. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1–800–432–4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

COMPANY	CONTACT	TEL. NO.
FPUA WATER/WASTEWATER	BOWDOIN HUTCHINSON	(772) 466–3428
FPUA ELECTRIC	ERIC MEYER	(772) 466–1600
FPUA GAS	ERIC MEYER	(772) 466–1600
AT&T	LUKE FOLKERTS	(407) 496–6041
COMCAST CABLE	TIMOTHY HENES	(561) 325–2963

6. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, HAY, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.

7. ALL SYNTHETIC BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND WHEN APPROVED BY THE NPDES INSPECTOR.

8. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

9. WORK HOURS ARE FROM 8:00 AM TO 5:00 PM MONDAY–FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF FORT PIERCE. THE CONTRACTORS MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR. ANY PROPOSED LANE CLOSURES MUST BE COORDINATED WITH THE CITY OF FORT PIERCE.

10. ALL CURB RAMPS, DETECTABLE WARNINGS, HANDRAILS, DBI STEEL GRATES, SIDEWALKS, CONNECTIONS TO DRIVEWAYS, RAMP LANDINGS, ETC., ALL ARE TO BE IN COMPLIANCE WITH CURRENT AND FEDERAL ADA STANDARDS. ALSO, ADHERENCE TO ADA GUIDELINES REGARDING WHEELCHAIR ACCESSIBILITY. THE MAXIMUM CROSS SLOPE ON ALL SIDEWALKS IS 2%. MAXIMUM SIDEWALK LONGITUDINAL SLOPE IS 5%.

11. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION. ANY OFF–SITE STORAGE AREA REQUIRED BY THE CONTRACTOR WILL REQUIRE THE INDIVIDUAL PROPERTY OWNER'S WRITTEN APPROVAL. A COPY OF THE APPROVAL MUST BE FORWARDED TO THE CITY OF FORT PIERCE.

12. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLANS OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

13. THE CONTRACTORS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

14. SIDEWALK MUST BE FREE OF OVERHEAD OBSTRUCTIONS PER SECTION 4.4.2 OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG.)

15. CONCRETE SIDEWALK IS TO MEET THE REQUIREMENTS OF SECTION 522 OF THE FDOT STANDARD SPECIFICATIONS.

16. EXISTING MAILBOXES THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT INDEX 110–200. IF RELOCATED, MUST BE COORDINATED WITH POSTMASTER GENERAL.

17. CONTRACTOR SHALL USE EXTREME CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REGULATIONS WHEN WORKING IN THE VICINITY OF OVERHEAD AND UNDERGROUND UTILITY LINES, TRANSMISSION LINES, AND CANAL BANKS. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

18. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY.

19. EXISTING TREES TO REMAIN MUST BE PROTECTED IN ACCORDANCE WITH FDOT INDEX #542.

20. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL SHALL BE SAW–CUT AT THE LIMITS OF REMOVAL ADJACENT TO EXISTING PAVEMENT WHICH IS TO REMAIN.

22. EXISTING SECTION CORNERS AND $\frac{1}{4}$ SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE SURVEYOR AND MAPPER SHALL FILE UPDATED CERTIFIED CORNER RECORDS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

23. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

24. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT NOW EXISTS.

25. ITEMS IN CONFLICT WITH CONSTRUCTION SUCH AS EXISTING DRAINAGE STRUCTURES, AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.

26. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES, UNDERGROUND UTILITIES, OR NEAR CANAL BANKS.

27. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

28. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

29. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

30. THE CONTRACTOR SHALL CALL SUNSHINE (1–800–432–4770) FOR FIELD LOCATIONS TWO (2) BUSINESS DAYS BEFORE DIGGING NEAR UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE TO CONTACT ANY UTILITY OWNER(S) THAT MAY NOT BE A "SUNSHINE" MEMBER.

31. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WIT THE APPLICABLE FDOT INDEX NUMBERS (102–XXX SERIES) AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTILLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

32. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE PROPERTY OWNER AND SHALL BE SUBMITTED TO CITY OF FORT PIERCE PROJECT MANAGER (SELENA GRIFFETT, (772) 467–3780).

33. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION):

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.
B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION).
C. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

34. ALL THERMOPLASTIC PAVEMENT STRIPING IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.

35. ALL WORK, INCLUDING HARMONIZATION, SHALL BE COMPLETED FROM AND WITHIN EXISTING CITY RIGHT–OF–WAY.

36. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467–3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER. ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

37. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

38. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

39. ALL THE WORK PERFORMED BY THE CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

40. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777–4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

41. FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AD SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE CITY ENGINEER AND THE FDOT DCIC.

42. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER

43. UTILITY CONSTRUCTION TO CONFORM TO THE LATEST CITY OF FORT PIERCE STANDARDS.

44. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE CENTER
ATTN: M/CG – 162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MD 20852
TELEPHONE: (301) 443–8319

CITY OF FORT PIERCE
PUBLIC WORKS DEPARTMENT
ATTN: JACK ANDREWS, P.E., CITY ENGINEER
FORT PIERCE, FL

45. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY. ANY PLANS NOT "APPROVED FOR CONSTRUCTION" SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.

ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
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PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	TMR
DRAWN BY	TMR
FILENAME	21-498 ave d west 8-28-24.dwg
LAYOUT	4 GENERAL NOTES
SCALE	AS SHOWN
DATE	JANUARY 2023

DATE	#	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS
GENERAL NOTES
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

GENERAL NOTES

PAVING, GRADING AND DRAINAGE NOTES

46. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

47. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E–20 302(4), F. A C.

STORM SEWER NOTES

48. STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62.604 AND TEN STATES STANDARD OR LOCAL MUNICIPALITIES, WHICHEVER IS MORE STRINGENT.

49. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS–BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.

50. PRIOR TO FINAL PAYMENT FOR RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.

51. THERE IS TO BE NO OFF–SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON–SITE. COORDINATION WITH THE OWNER IS REQUIRED FOR THE REMOVAL OF ANY UNSUITABLE MATERIALS.

52. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF–SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.

53. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE ALSO AS–BUILT REQUIREMENTS.

54. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.

55. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

56. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.

57. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522–002.

58. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

SOIL EROSION PLAN

59. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

CLEAN–UP

60. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE / REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.

61. HE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.

62. UNLESS OTHERWISE SPECIFIED OR NOTED; ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE–CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE OWNER OR LOCAL APPROVING AUTHORITY.

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TMR — DESIGNED BY
TMR — DRAWN BY
21-498.axvs (1.axvs) 8-29-24 (.dwg) — FILENAME
5 GENERAL NOTES (2) — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS
GENERAL NOTES
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
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21-498

5 OF 27

FIN PROJ: 453170-1-54-01

VERTICAL DATUM NOTE:
ALL ELEVATION SHOWN HERE REFERENCE THE NORTH AMERICAN VERTICAL DATUM NAVD88. CONVERSION: NGVD29 = NAVD88 + 1.5

(IN FEET)
1 inch = 30 ft.

START LIMITS OF MILL AND OVERLAY STA.=10+00

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION OF ±152 S.F. OF SIDEWALK, CURBING, AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS

INSTALL STAMPED ASPHALTCROSSWALK, HERRINGBONE BRICK WITH SOLDIER COURSE PATTERN (TYP.)

VEHICLE LOOP TO BE REMOVED WITH MILL AND RESURFACE

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION OF ±113 S.F. OF SIDEWALK AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS.

BENCHMARK #1
SET NAIL & DISK
EL=21.92' (NAVD88)
STAMPED "LB 8098"
N: 1134355.17, E: 865640.42

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION OF ± 100 S.F. OF SIDEWALK, CURBING, AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS.

SIGNALIZED INTERSECTIONS TO HAVE AUTOSCOPE VIDEO DETECTION SYSTEM INSTALLED (SEE DETAIL SHEET 27)

VEHICLE LOOP TO BE REMOVED WITH MILL AND RESURFACE

CONCRETE DRIVEWAY/CURBING TO BE REPLACED PER CITY DETAIL SHEET 26 (TYP.)

TRANSITION FROM F-CURB TO FLUSH HEADER CURB

CURBING/SIDEWALK TO BE SAW CUT AND REMOVED. CR-L CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-002.

±66 L.F. OF CURB AND GUTTER TO BE REPLACED.

CONCRETE DRIVEWAY/CURBING TO BE REPLACED PER CITY DETAIL SHEET 26 (TYP.)

EXISTING ROW LINE

MILL AND RESURFACE EXISTING ROADWAY 1½"

GRAVEL DRIVEWAY TO BE REMOVED. CONCRETE DRIVEWAY TO BE CONSTRUCTED PER CITY DETAIL SHEET 26

5' CONCRETE SIDEWALK (TYP.)

EX. CONCRETE SIDEWALK TO REMAIN

TYPE F-CURB TO REMAIN

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION ±66 S.F. OF SIDEWALK, CURBING, AND RED TRUNCATED DOME BRICK PAVERS (TYP.)

BENCHMARK #2
SET NAIL & DISK
EL=21.99' (NAVD88)
STAMPED "LB 8098"
N: 1134378.95, E: 866298.28

EXISTING CATCH BASIN TO REMAIN
RIM=20.02'
N INV=16.25'/15" RCP
E INV=16.02'/15" RCP
W INV=16.02'/15" RCP
BOTT=15.96'

±286 S.F. OF CONCRETE SIDEWALK TO BE REPLACED.

±63 L.F. OF CURB AND GUTTER TO BE REPLACED.

SEE BLOW-UP DETAIL THIS SHEET

CONSTRUCT MEDIAN OPENING FLUME TO EXISTING CATCH BASIN PER FDOT STD PLAN 520-010

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION ±46 S.F. OF SIDEWALK, CURBING, AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS (TYP.)

CURBING/CONCRETE TO BE SAW CUT AND REMOVED. CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-002. CONFIRM ADA COMPLIANCE.

AVENUE D

29TH ST.

27TH ST.

MATCH LINE A-A

STA.=18+15.14

CONSTRUCTION NOTE:
1. ALL AREAS WHERE SIDEWALK IS TO BE REMOVED AND REPLACED IS TO BE REMOVED TO THE NEAREST JOINT.
2. CONTRACTOR IS RESPONSIBLE FOR ASSURING ADA/FDOT COMPLIANCE.
3. CONTRACTOR TO DEMO EXISTING DRIVEWAYS TO BE REPLACED AND REPLACE EXCESS AREA WITH SOD.
4. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.
5. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522-002.
6. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

SEE INSET THIS PAGE (STA: ±17+52)

CONCRETE CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-002. CONFIRM ADA COMPLIANCE.
PROPOSED CONCRETE SIDEWALK TO BE CONSTRUCTED
PROPOSED TRUNCATED DOME RED BRICK PAVERS TO BE INSTALLED
TRANSITION FROM F-CURB TO FLUSH HEADER CURB
CONSTRUCT OPENING FLUME TO EXISTING CATCH BASIN PER FDOT STD PLAN 520-010
PROPOSED F-CURB TO BE CONSTRUCTED
EXISTING CATCH BASIN
EXISTING E.O.P. (TO BE REMOVED)
PROPOSED F-CURB TO BE CONSTRUCTED

(IN FEET)
1 inch = 5 ft.

NOTES:

BEARING AND DISTANCES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM (N.A.D.) 1983 (90 ADJUSTMENT)

SURVEY CONTROL IS FROM PROVIDED BY EDC, INC AND INFORMATION PROVIDED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT

LEGEND:

= EXISTING SPOT ELEVATION (NAVD)
= STAMPED ASPHALT CROSSWALK (OR BRICK PAVER WHERE NOTED)
= MILLING AND RE-SURFACING
= EXISTING CONCRETE
= CONCRETE/CURBING TO BE REMOVED
= NEW TRUNCATED DOME BRICK PAVERS
= CONCRETE SIDEWALK (4") TO BE CONSTRUCTED
= EXISTING POWER POLE
= CONCRETE DRIVEWAY (6") TO BE CONSTRUCTED

EXISTING ROW LINE
MILL AND RESURFACE EXISTING ROADWAY 1½"
EX. CATCH BASIN CB-3 (TOP TO BE REPLACED W/ CURB INLET TOP) RIM = 20.50' N INV. = 17.52' W INV. = 17.51' E INV. = 17.50' BOTTOM = 17.48'
±94 S.F. OF CONCRETE SIDEWALK TO BE REPLACED. ±51 L.F. OF CURB AND GUTTER TO BE REPLACED.
EX. CATCH BASIN CB-4 (TOP TO BE REPLACED W/ CURB INLET TOP) RIM = 20.50' W INV. = 17.57' E INV. = 17.53' BOTTOM = 17.50'
±91 S.F. OF CONCRETE SIDEWALK TO BE REPLACED. ±56 L.F. OF CURB AND GUTTER TO BE REPLACED.
EX. CONCRETE SIDEWALK TO REMAIN
TYPE F-CURB TO REMAIN
END LIMITS OF MILL AND OVERLAY STA.=23+75.03
CURBING/CONCRETE TO BE REMOVED. CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-022 (ALL CURB RAMPS THIS INTERSECTION)
BLUE RPM TO BE PLACED IN CENTER OF ROAD CLOSEST TO HYDRANT LOCATION
LIMITS OF WORK
AVENUE D
25TH ST.
26TH ST.
MATCH LINE B-B
START LIMITS OF MILL AND OVERLAY STA.=24+45.16
STA.=26+22.95
5' CONCRETE SIDEWALK (TYP.)
CONSTRUCT TO ±55 L.F. OF F-CURB AND ±40 L.F. OF DROP CURB PER FDOT STD PLAN 520-001
LIDS TO BE ADJUSTED TO BE FLUSH WITH SIDEWALK
BENCHMARK #2
SET NAIL & DISK
EL=21.76 (NAVD88)
STAMPED "LB 8098"
N: 1134347.31, E: 866965.36
ASPHALT DRIVEWAY/CURBING TO BE REMOVED. REPLACED WITH CONCRETE DRIVEWAY PER CITY DETAIL SHEET 26 (TYP.)
CONCRETE DRIVEWAY/CURBING TO BE REPLACED PER CITY DETAIL SHEET 26 (TYP.)

FIN PROJ: 453170-1-54-01

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DESIGNED BY TMR
DRAWN BY TMR
21-498 sht# 2 sht# 6-25-24.dwg FILENAME
6, MILL & OVERLAY LAYOUT
SCALE AS SHOWN
DATE JANUARY 2023

#	REVISION COMMENTS	DATE

AVENUE D ROAD IMPROVEMENTS
ROADWAY PLANS
29TH TO U.S. 1
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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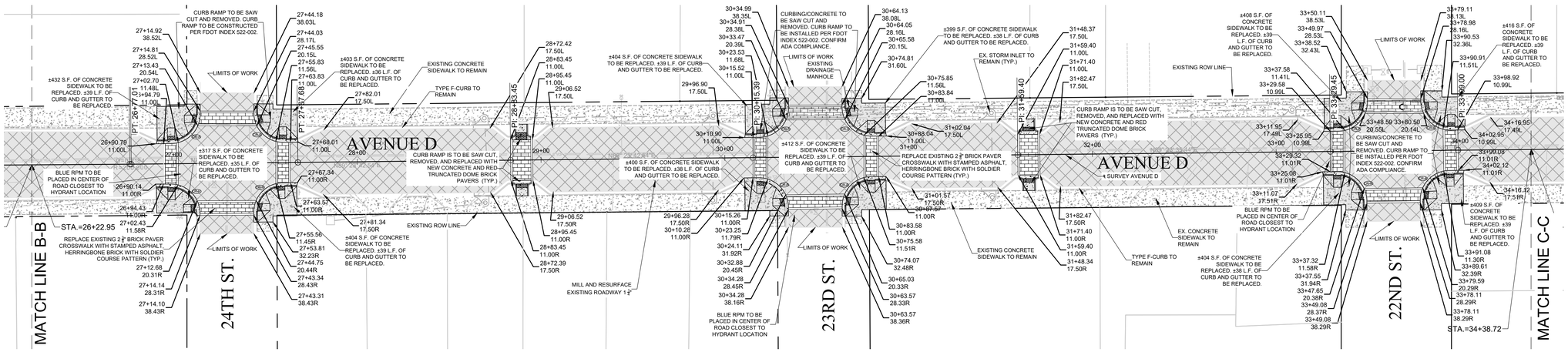
CONVERSION: NGVD29 = NAVD88 + 1.5

0 30
(IN FEET)
1 inch = 30 ft.



CONSTRUCTION NOTE:
1. ALL AREAS WHERE SIDEWALK IS TO BE REMOVED AND REPLACED IS TO BE REMOVED TO THE NEAREST JOINT.
2. CONTRACTOR IS RESPONSIBLE FOR ASSURING ADA/FDOT COMPLIANCE.
3. CONTRACTOR TO DEMO EXISTING DRIVEWAYS TO BE REPLACED AND REPLACE EXCESS AREA WITH SOD.
4. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.
5. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522-002.
6. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

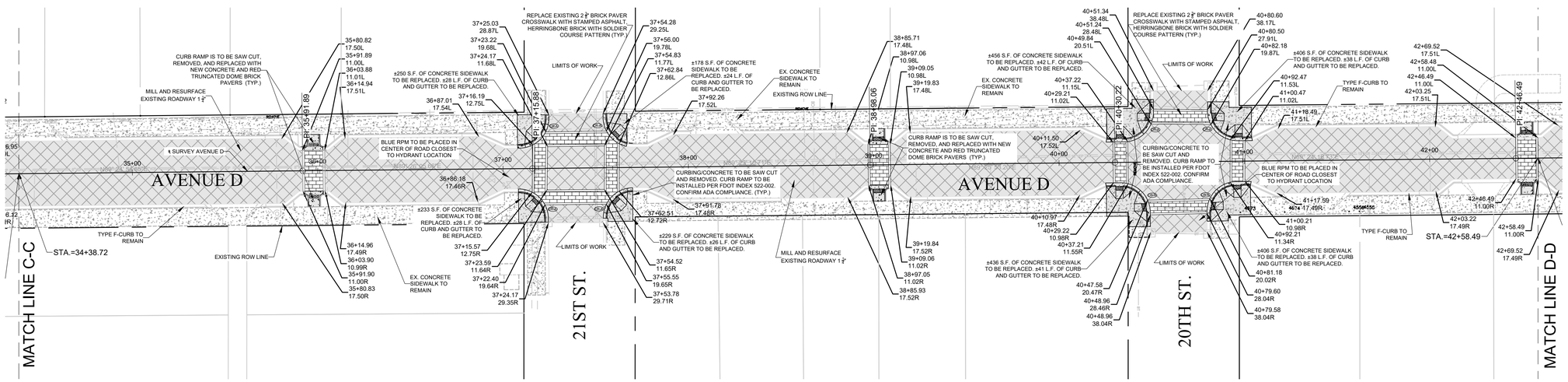
NOTES:

BEARING AND DISTANCES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM (N.A.D.) 1983 (90 ADJUSTMENT)

SURVEY CONTROL IS FROM PROVIDED BY EDC, INC AND INFORMATION PROVIDED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT

LEGEND:

- = EXISTING SPOT ELEVATION (NAVD)
- = STAMPED ASPHALT CROSSWALK (OR BRICK PAVER WHERE NOTED)
- = MILLING AND RE-SURFACING
- = EXISTING CONCRETE
- = CONCRETE/CURBING TO BE REMOVED
- = NEW TRUNCATED DOME BRICK PAVERS
- = CONCRETE TO BE CONSTRUCTED
- = EXISTING POWER POLE



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LAYOUT	7_MILL & OVERLAY
SCALE	AS SHOWN
DATE	JANUARY 2023

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS
ROADWAY PLANS
29TH TO U.S. 1
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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7 OF 27

FIN PROJ: 453170-1-54-01

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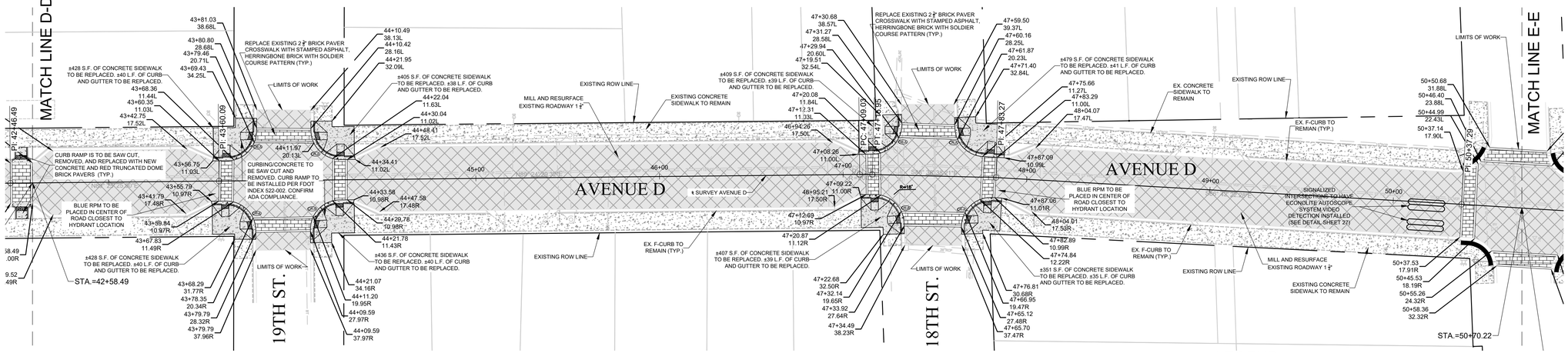

CONSTRUCTION NOTE:
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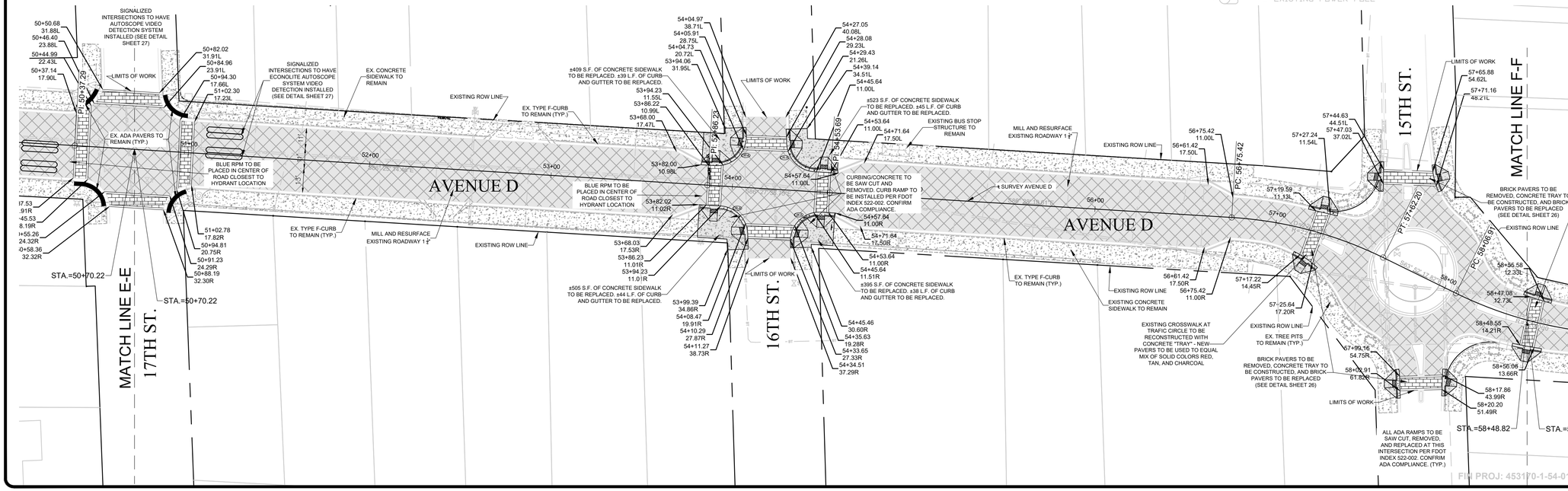

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TMR	TMR				

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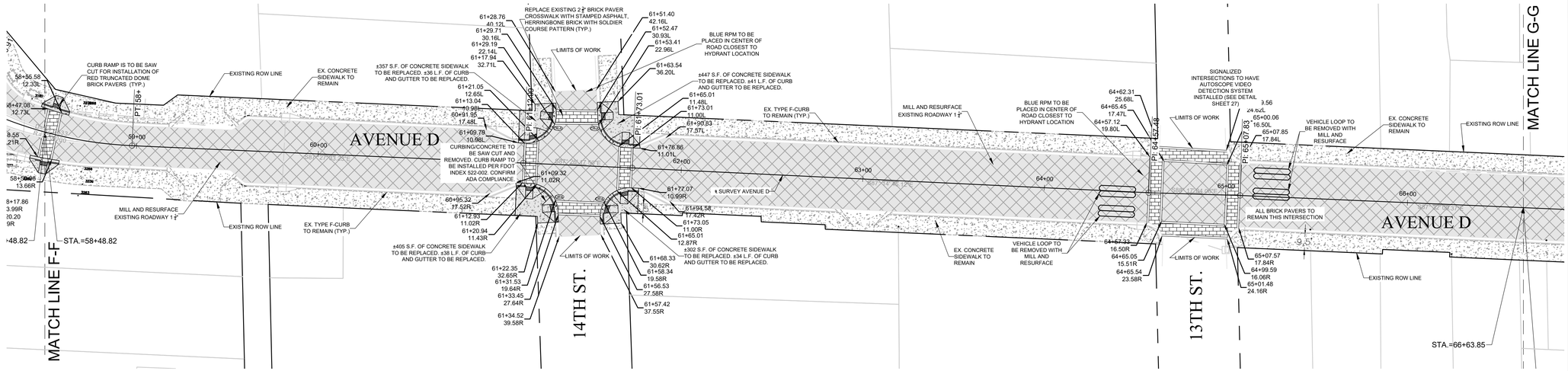

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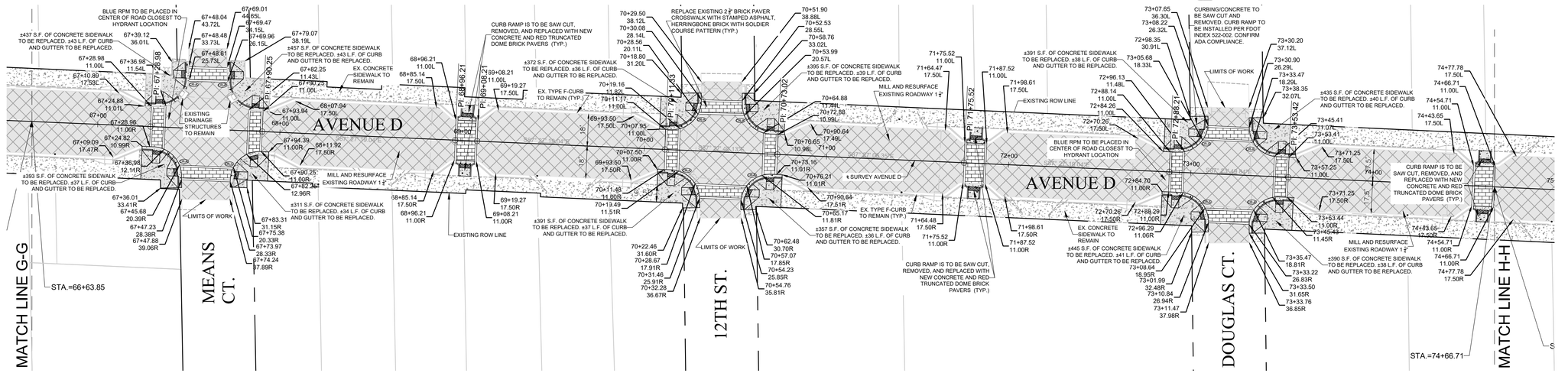

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TMR	TMR	21-498.dwg and 21-498-24.dwg	9, MILL & OVERLAY	AS SHOWN	JANUARY 2023

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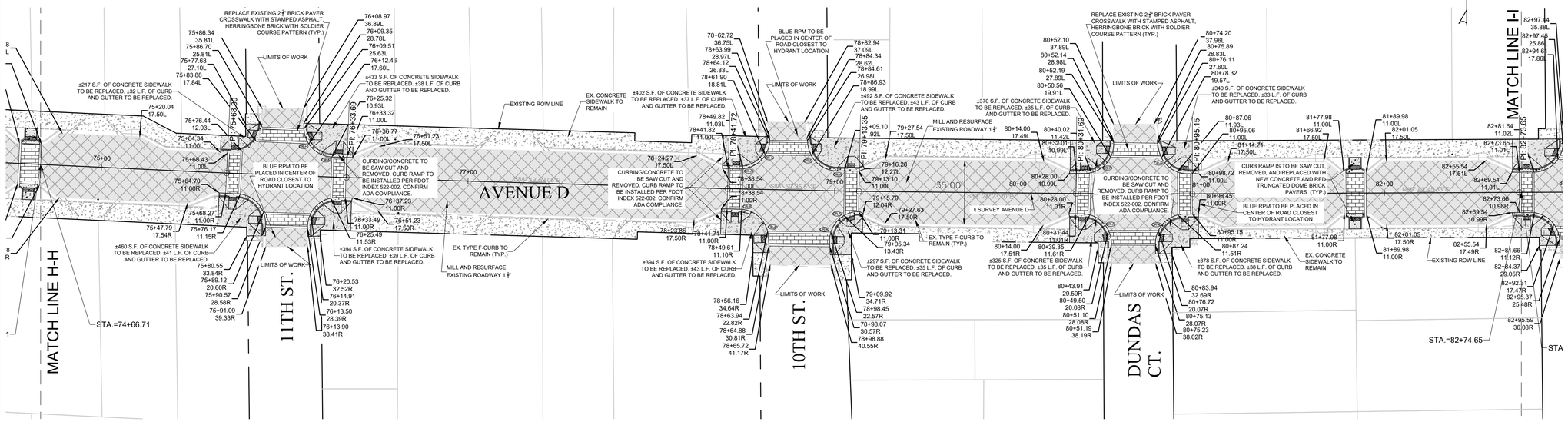

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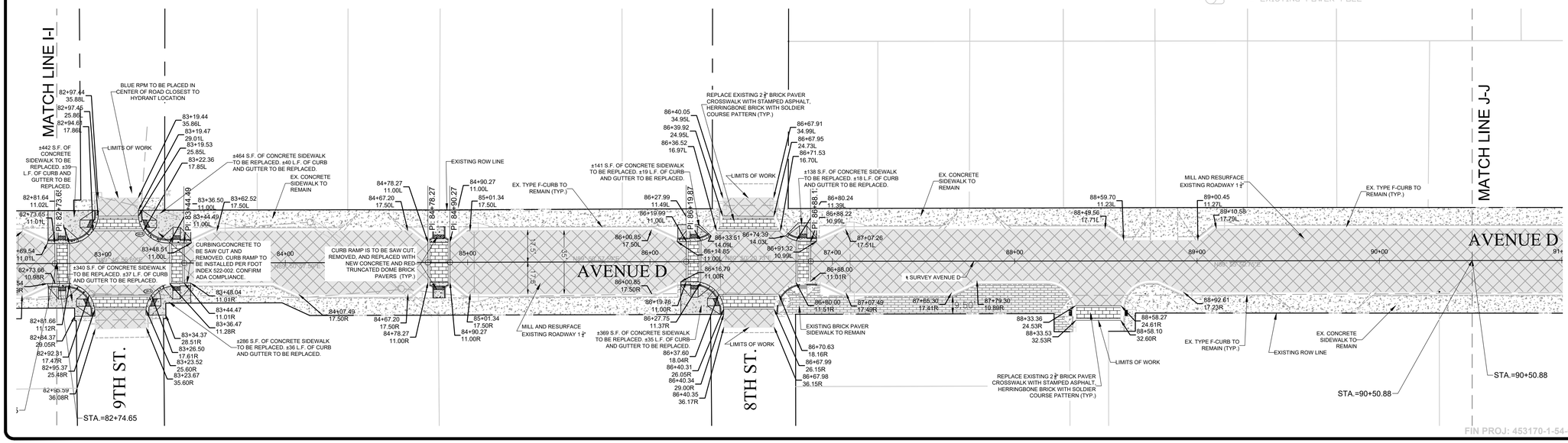

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10. MILL & OVERLAY	LAYOUT
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JANUARY 2023	DATE

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AVENUE D ROAD IMPROVEMENTS

ROADWAY PLANS
29TH TO U.S. 1

FORT PIERCE FLORIDA

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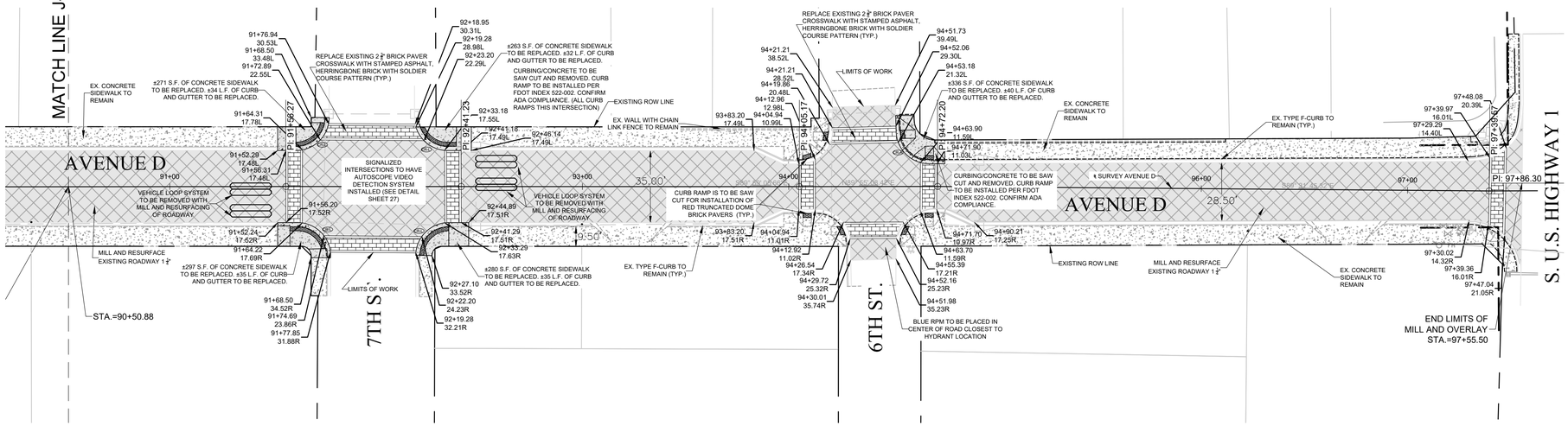

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11. MILL & OVERLAY	LAYOUT
AS SHOWN	SCALE
JANUARY 2023	DATE

#	DATE	REVISION COMMENTS

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ROADWAY PLANS
29TH TO U.S. 1
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
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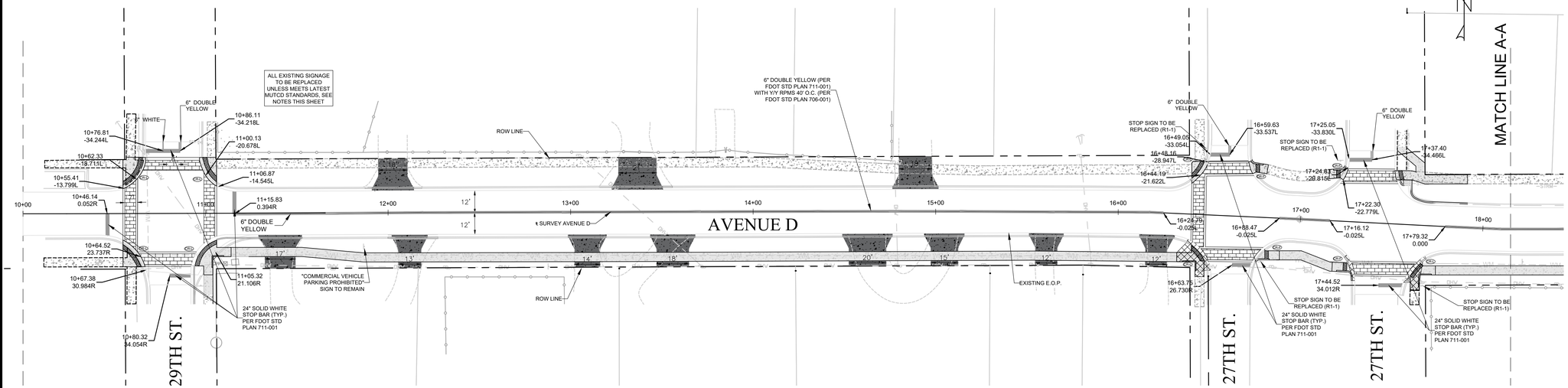

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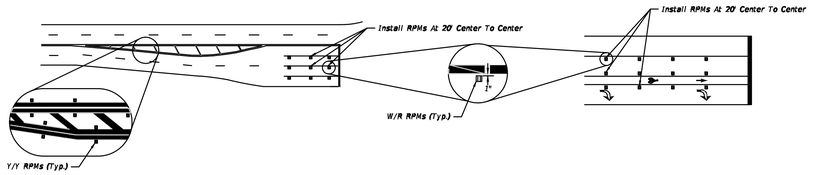

RPM PLACEMENT AT INTERSECTIONS

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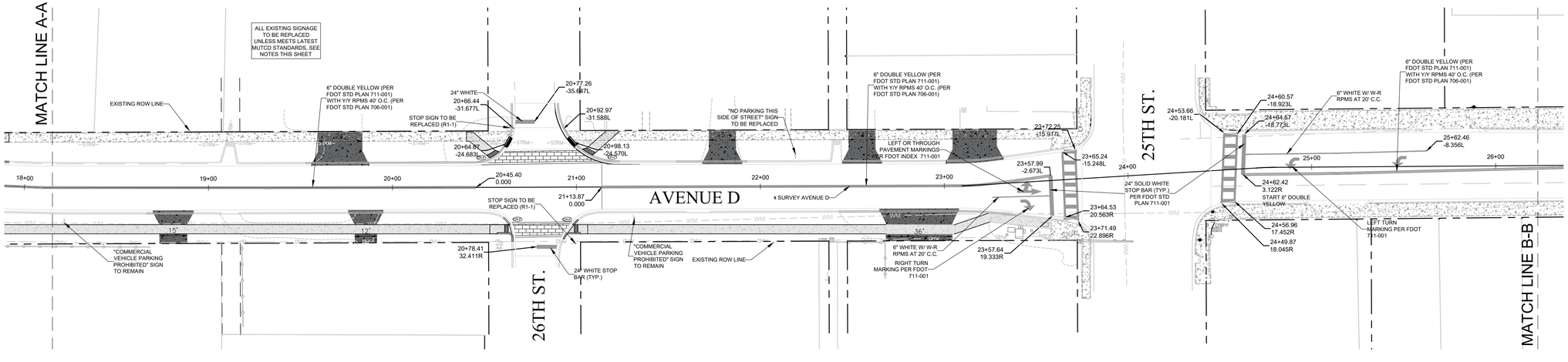

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FILE NAME	21-498 ave d Level E-sig-24 .dwg
	12 STRIPING AND PAVEMENT MARKINGS
	LAYOUT
SCALE	AS SHOWN
DATE	JANUARY 2023

REVISION COMMENTS

#	DATE

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

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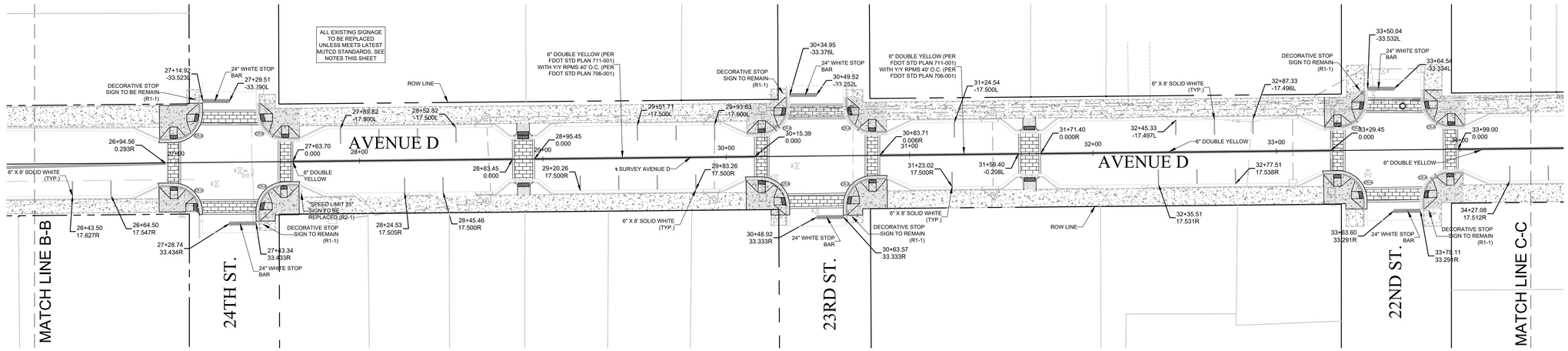

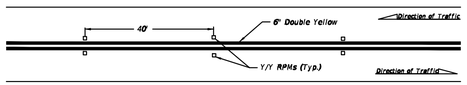

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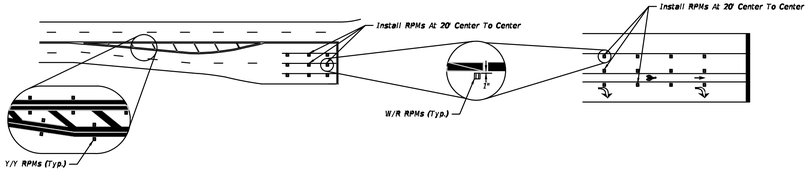

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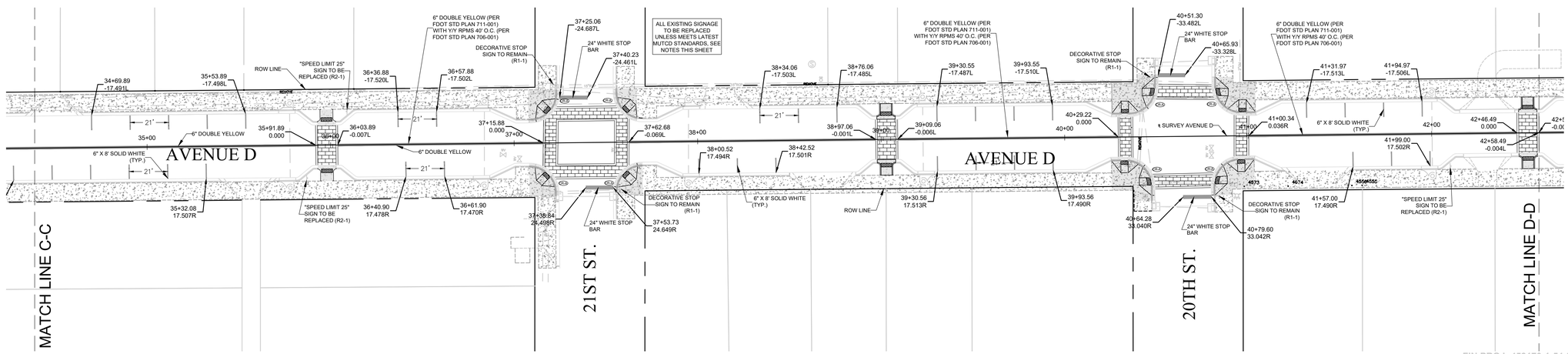

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13 STRIPING AND PAVEMENT MARKINGS 2
LAYOUT
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AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

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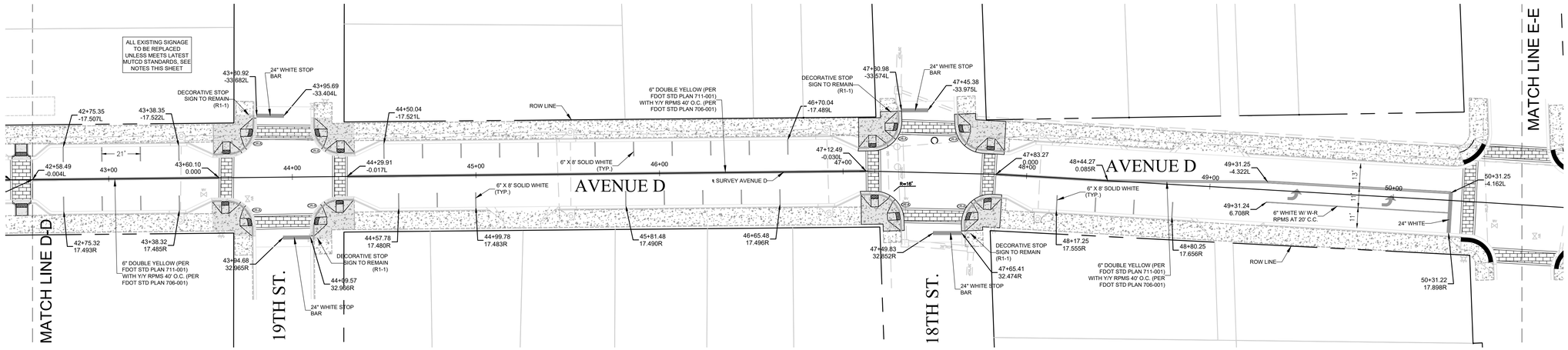

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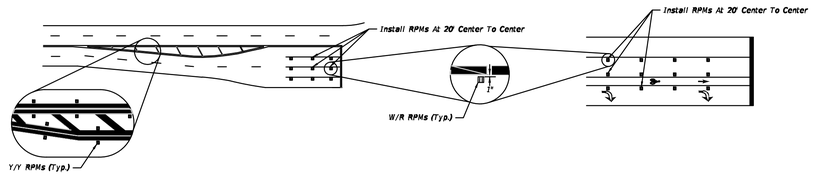

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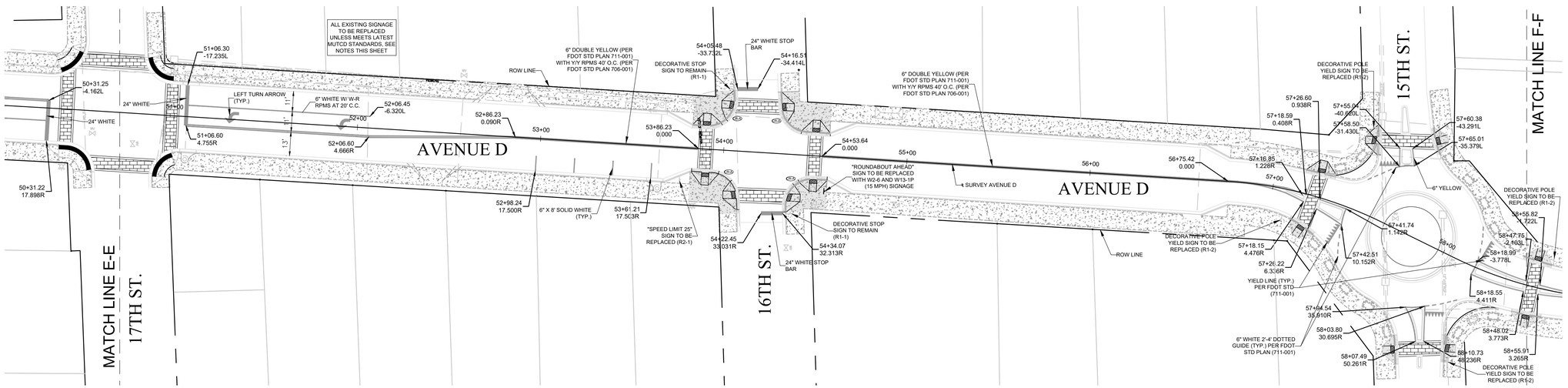

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21-498 ave D west E-98-24.dwg — FILENAME
14 STRIPING AND PAVEMENT MARKINGS 3 — LAYOUT
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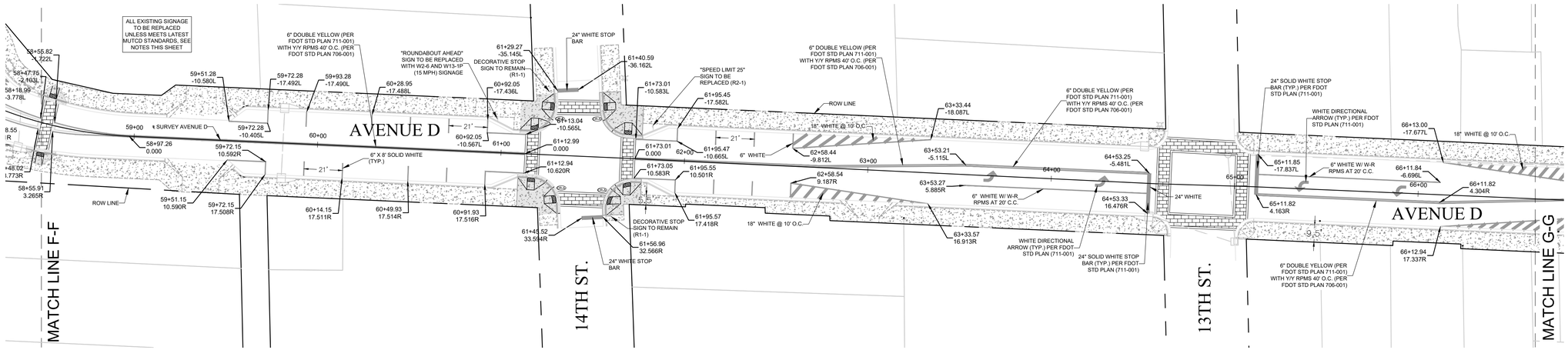

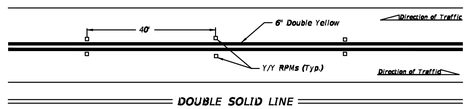

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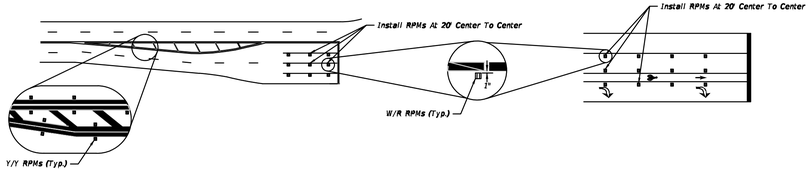

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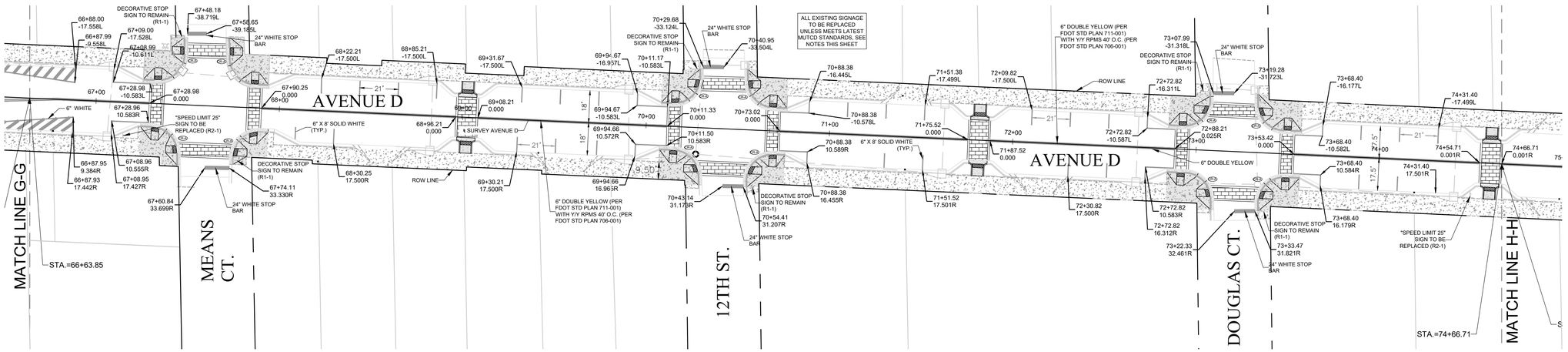

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15 STRIPING AND PAVEMENT MARKINGS 4 LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS

DATE	#

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

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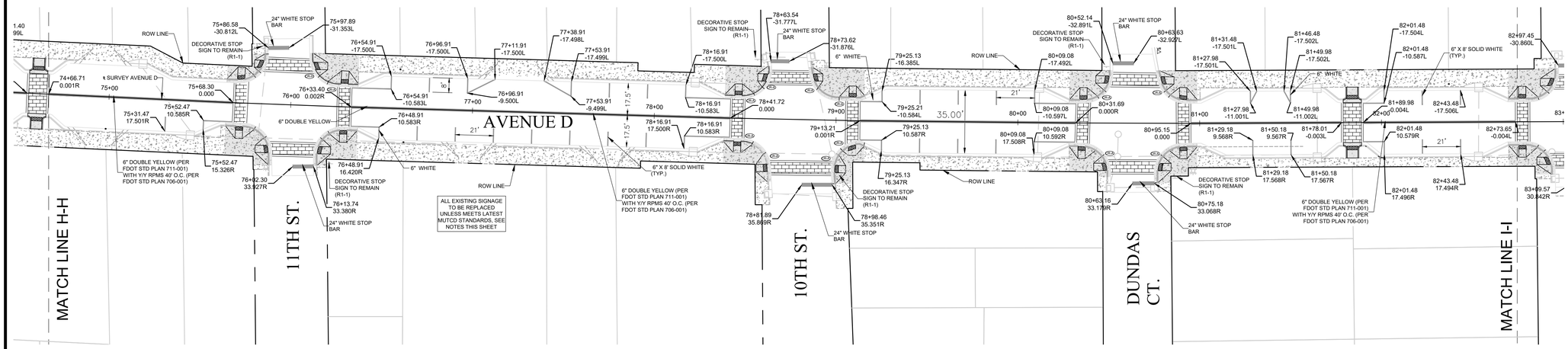

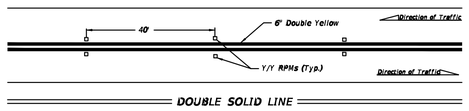

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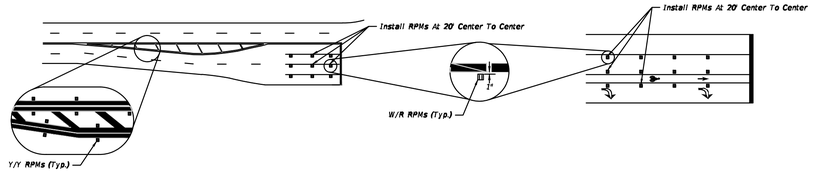


RPM PLACEMENT AT INTERSECTIONS

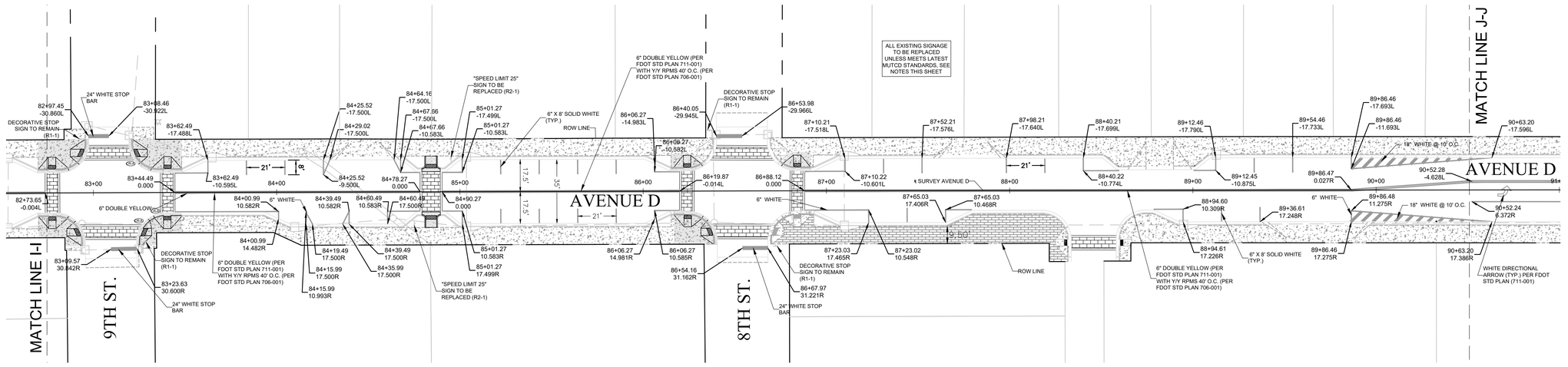
NOTES:

1) ALL NEW SIGNAGE IS TO MEET CURRENT MUTCD SECTION 2A.07 RETROREFLECTIVITY AND ILLUMINATION REQUIREMENTS.

2) ANY EXISTING SIGNS THAT MEET CURRENT MUTCD STANDARDS CAN REMAIN.

3) ANY SIGNS THAT NEED TO BE REPLACED THAT ARE ON DECORATIVE POLES, NEED TO BE REPLACED IN KIND.

4) RPM'S SHALL BE POSITIONED ACCORDING TO FDOT STANDARD PLAN 706-001.



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RE STRIPING AND PAVEMENT MARKINGS 5 — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

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AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

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16 OF 27

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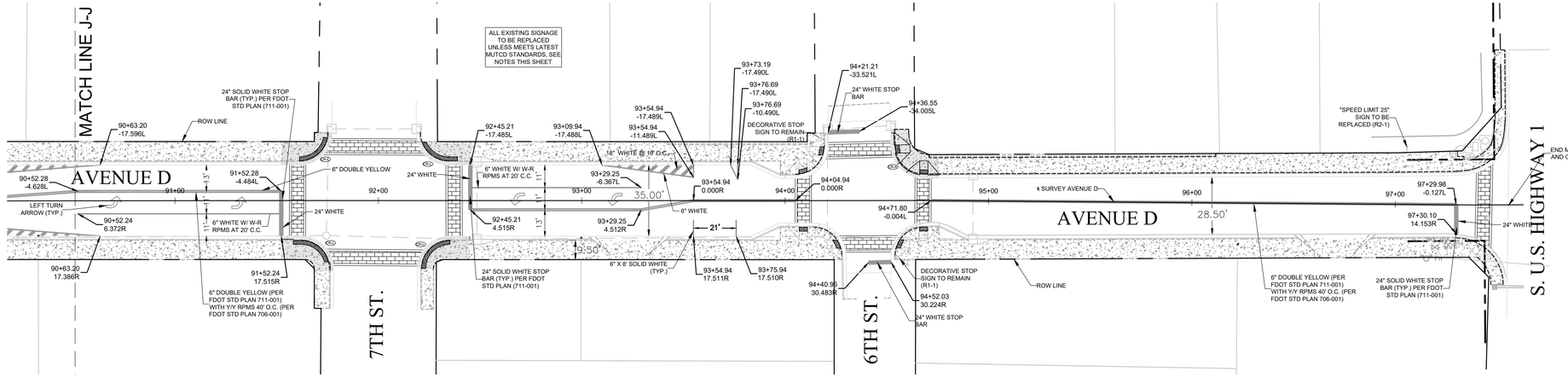

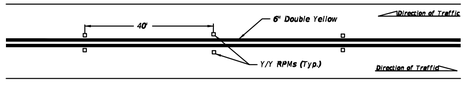

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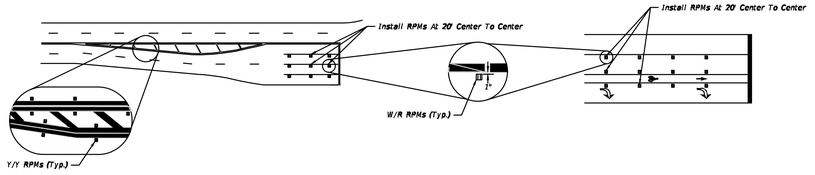

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0 30
(IN FEET)
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17 STRIPING AND PAVEMENT MARKINGS 6	LAYOUT
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JANUARY 2023	DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

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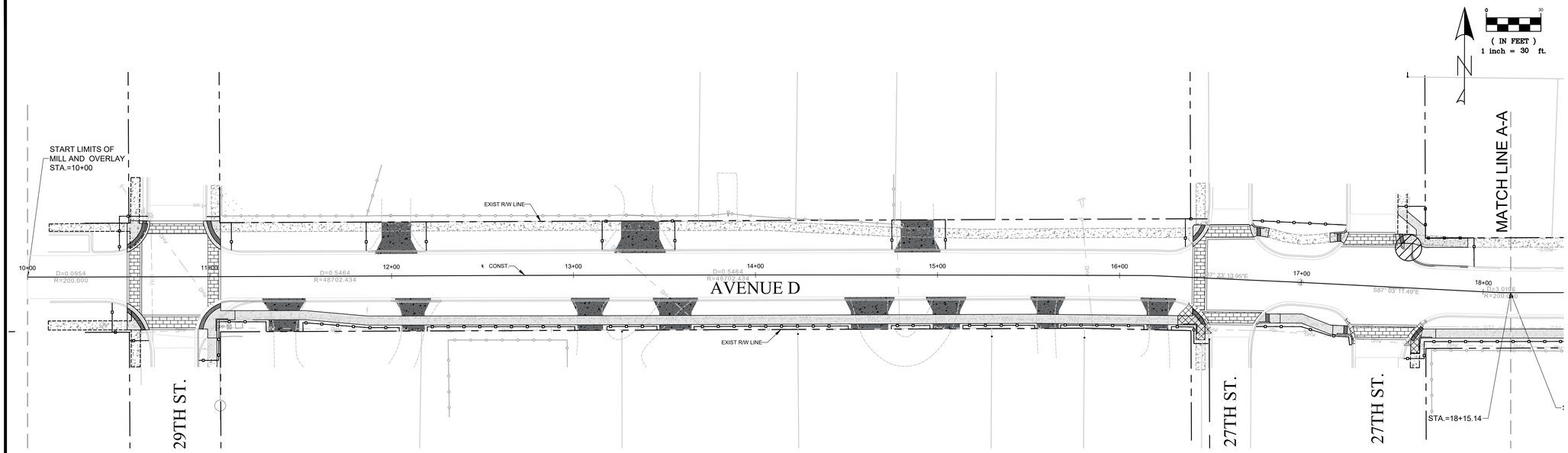
17 OF 27

FIN PROJ: 453170-1-54-01



* THIS SHEET FOR EROSION AND SEDIMENT CONTROL ONLY

THE CONTRACTOR MAY CHOOSE FROM THE FOLLOWING INLET PROTECTION METHODS:

1. GRAVEL CURB INLET FILTER
2. SILT FENCE INLET PROTECTION
3. CURB INLET SEDIMENT BARRIER
4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS
6. GRAVEL & WIRE MESH DROP INLET SEDIMENT BARRIER

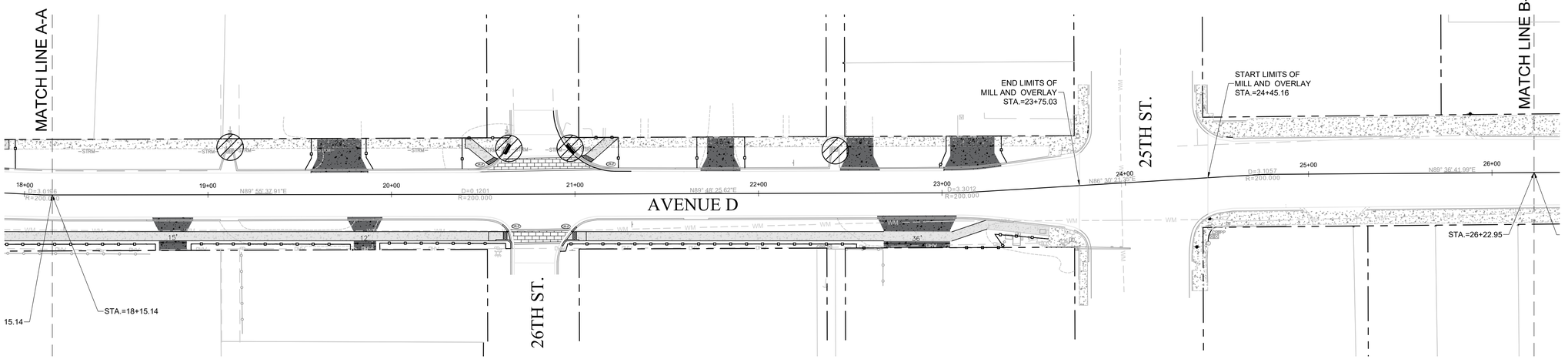
* R/W DEFINES LIMITS OF DISTURBANCE UNLESS OTHERWISE SPECIFIED IN THE PLAN

LEGEND:

= INLET PROTECTION

= TYPE III SILT FENCE

= FLOATING TURBIDITY BARRIER



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18 EROSION CONTROL PLAN LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

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AVENUE D ROAD IMPROVEMENTS

EROSION CONTROL PLANS

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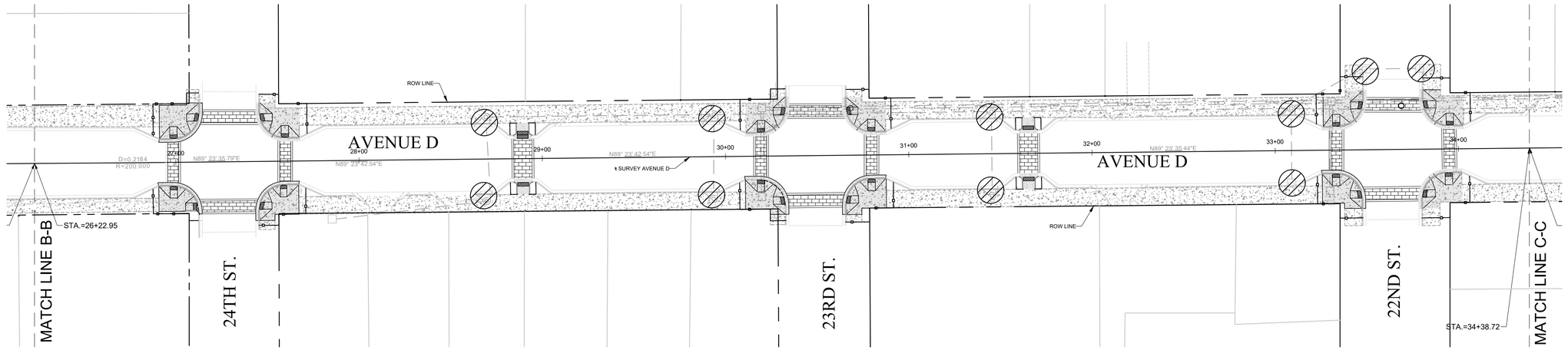

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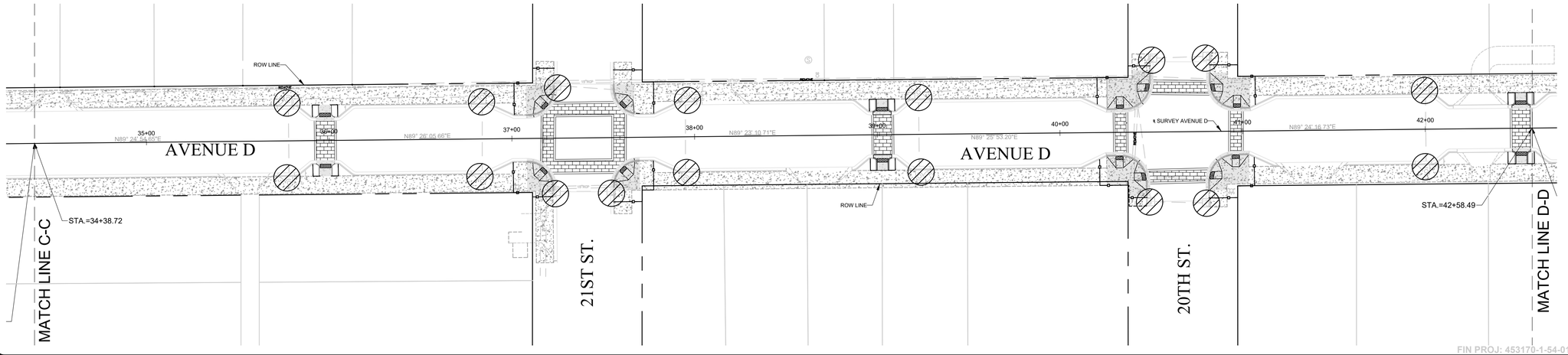

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FILENAME
19 EROSION CONTROL PLAN
LAYOUT
AS SHOWN
SCALE
JANUARY 2023
DATE

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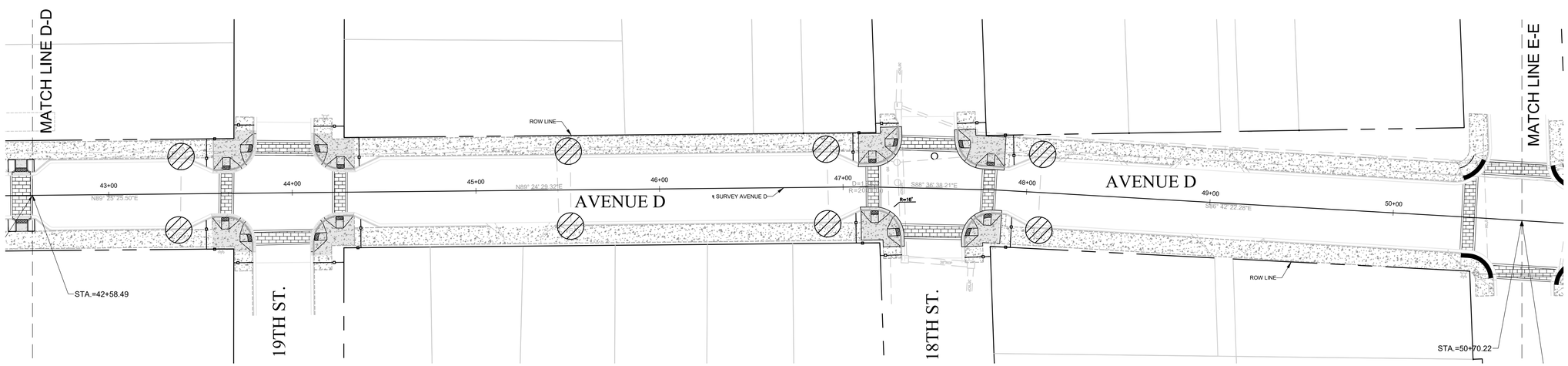

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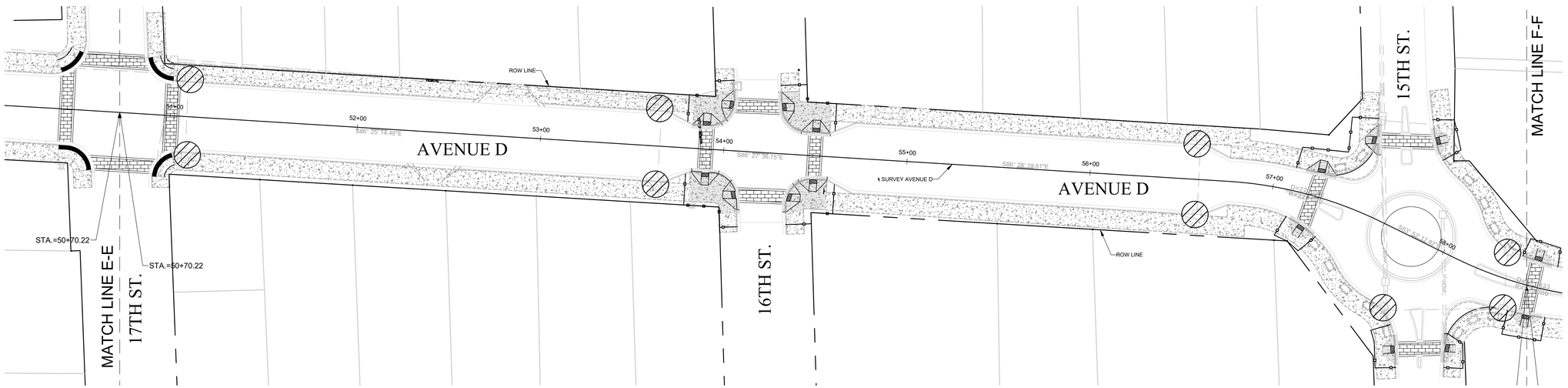

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20 EROSION CONTROL PLAN CONT — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

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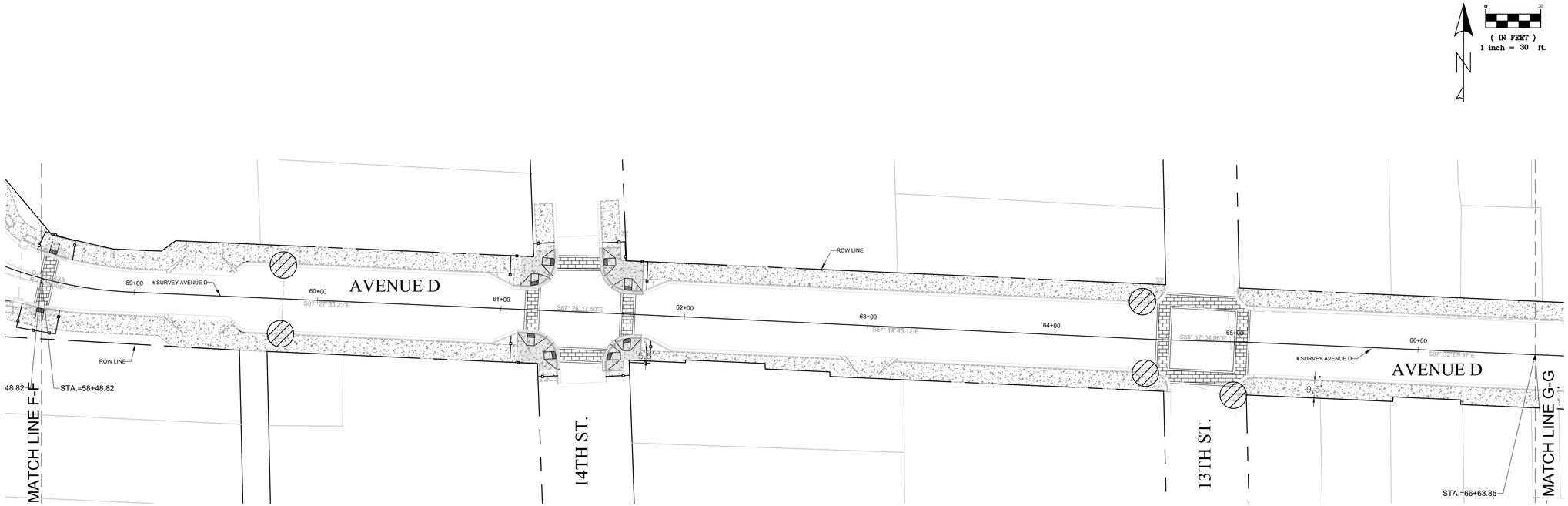

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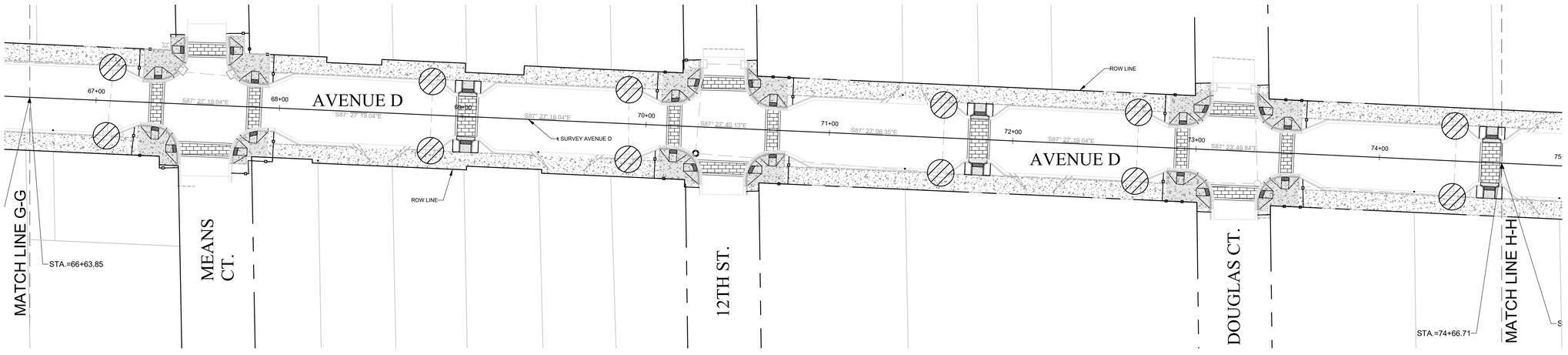

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21 EROSION CONTROL PLAN LAYOUT
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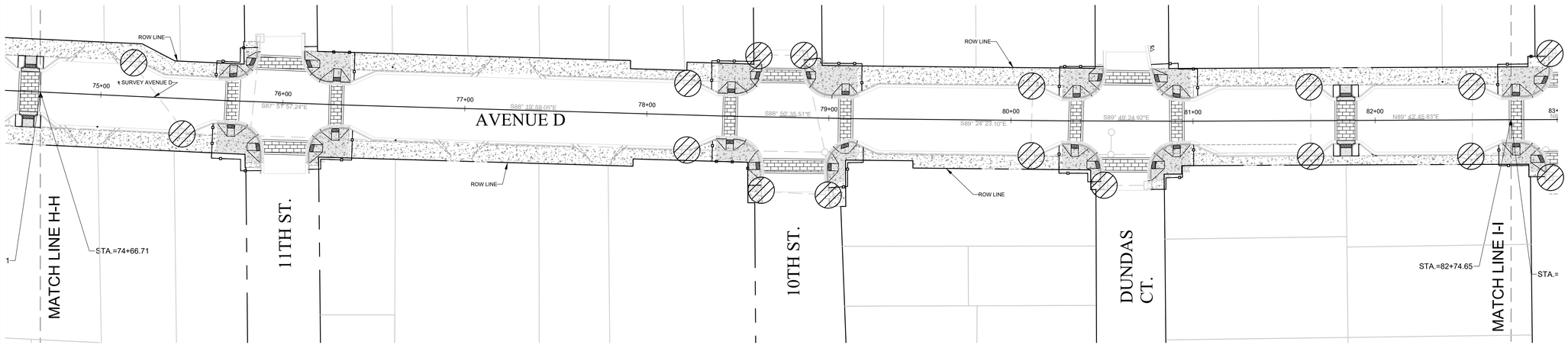

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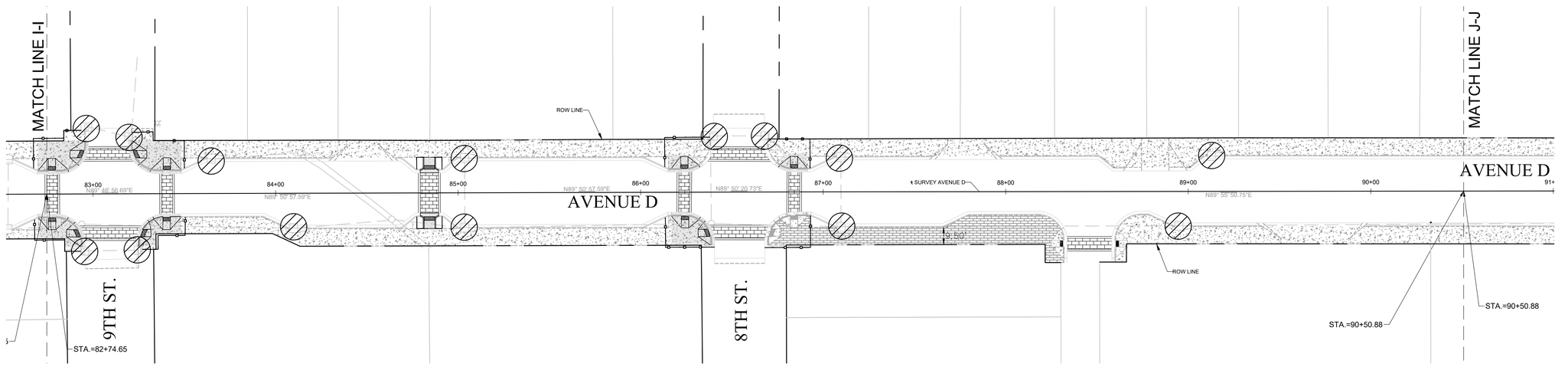

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(IN FEET)
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22 EROSION CONTROL PLAN
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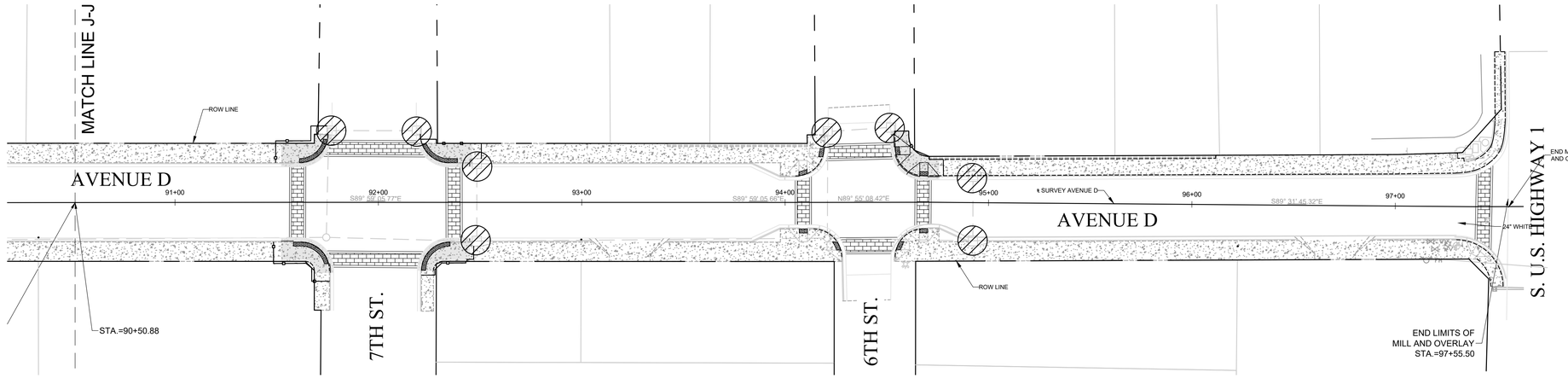
22 OF 27



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23 EROSION CONTROL PLAN — LAYOUT
AS SHOWN — SCALE
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AVENUE D ROAD IMPROVEMENTS

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FORT PIERCE FLORIDA

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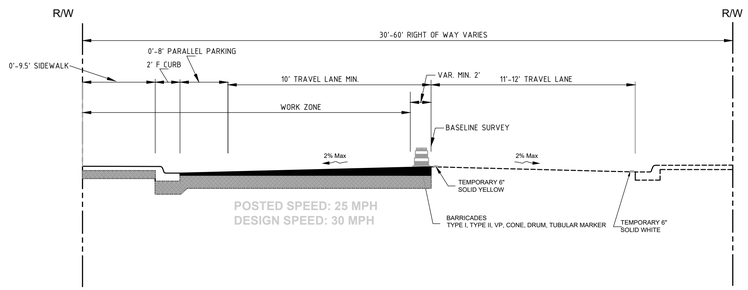
MAINTENANCE OF TRAFFIC GENERAL NOTES:

1. THE FOLLOWING MAINTENANCE OF TRAFFIC DETAILS HAVE BEEN PROVIDED TO GIVE THE CONTRACTOR GENERAL DIRECTION. THE CONTRACTOR SHALL DEVELOP DETAILED TRAFFIC CONTROL PLANS THAT MUST BE APPROVED BY THE CITY PRIOR TO COMMENCEMENTS OF CONSTRUCTION.
2. AT NO TIME SHALL THE CONTRACTOR CLOSE THE ROAD TO THROUGH TRAFFIC WITHOUT PRIOR CONSENT FROM THE CITY.
3. THE CONTRACTOR SHALL CONTACT IN WRITING ALL AFFECTED PROPERTY OWNERS 2 WEEKS PRIOR TO CONTRACTOR IMPLEMENTING ONE WAY TRAFFIC PATTERN.
4. CONTRACTOR SHALL MAINTAIN VARIABLE MESSAGE SIGN (VMS) ALERTING COMMUTERS TO ONE WAY TRAFFIC PATTERN. VMS SHALL BE ACTIVE NO LESS THAN 1 WEEK PRIOR TO TRAFFIC PATTERN MODIFICATION.
5. CONTRACTOR MUST MAINTAIN ACCESS TO ALL BUSINESS AND RESIDENCE AT ALL TIME.
6. MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 102–600 SERIES.
7. PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 102–660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
8. AT THE END OF EVERYDAY, THE FDOT INDEX 102–600 SHOULDER TREATMENT MUST BE FOLLOWED.

PHASE 1 DESCRIPTION:

- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 102–600 SERIES,
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS AND SET UP DETOUR.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE 1 CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PUMPING, OR OTHER METHODS APPROVED BY CITY OF FORT PIERCE. SEDIMENT, EROSION, AND INLET PROTECTION SHALL BE MAINTAINED IN ACCORDANCE WITH CONTRACT PLANS.
- PEDESTRIANS WALK WAY MUST FOLLOW FDOT INDEX 102–600 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, AND TURNOUTS PRIOR TO MILL AND OVERLAY OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 102–600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE 1 CONSTRUCTION DETAIL

FIN PROJ: 453170-1-54-01

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AVENUE D ROAD IMPROVEMENTS
TRAFFIC CONTROL PLANS
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DAVID C. BAGGETT, P.E.(DATE)
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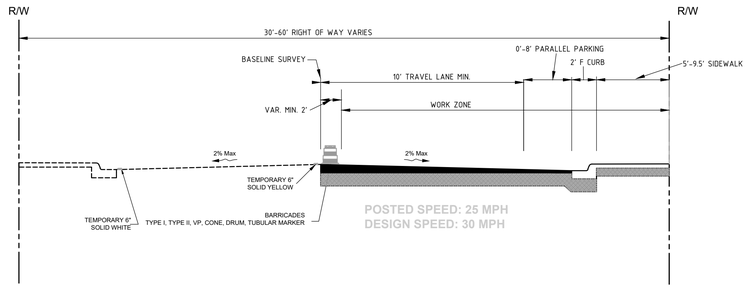
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

PHASE 2 DESCRIPTION:

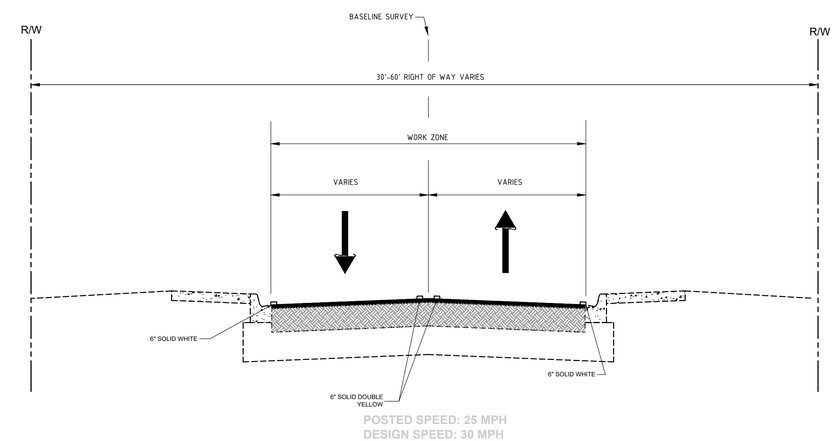
- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 102–600 SERIES,
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE 2 CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PUMPING, OR OTHER METHODS APPROVED BY CEI. SEDIMENT, EROSION, AND INLET PROTECTION SHALL BE MAINTAINED IN ACCORDANCE WITH CONTRACT PLANS.
- PEDESTRIANS WALK WAY MUST FOLLOW FDOT INDEX 102–660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, AND TURNOUTS PRIOR TO MILL AND OVERLAY OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 102–600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE 2 CONSTRUCTION DETAIL
N.T.S.

PHASE 3 DESCRIPTION:

- PLACE TEMPORARY STRIPING PER FINAL STRIPING PLAN. ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- AT THE END OF THE ASPHALT CURE PERIOD, PLACE PERMANENT PAVEMENT MARKINGS PER THE FINAL STRIPING PLAN
- COMPLETE FINAL SIGNING AND PAVEMENT MARKINGS, AND OPEN TRAFFIC LANES.



PHASE 3 CONSTRUCTION DETAIL
N.T.S.

FIN PROJ: 453170-1-54-01

ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

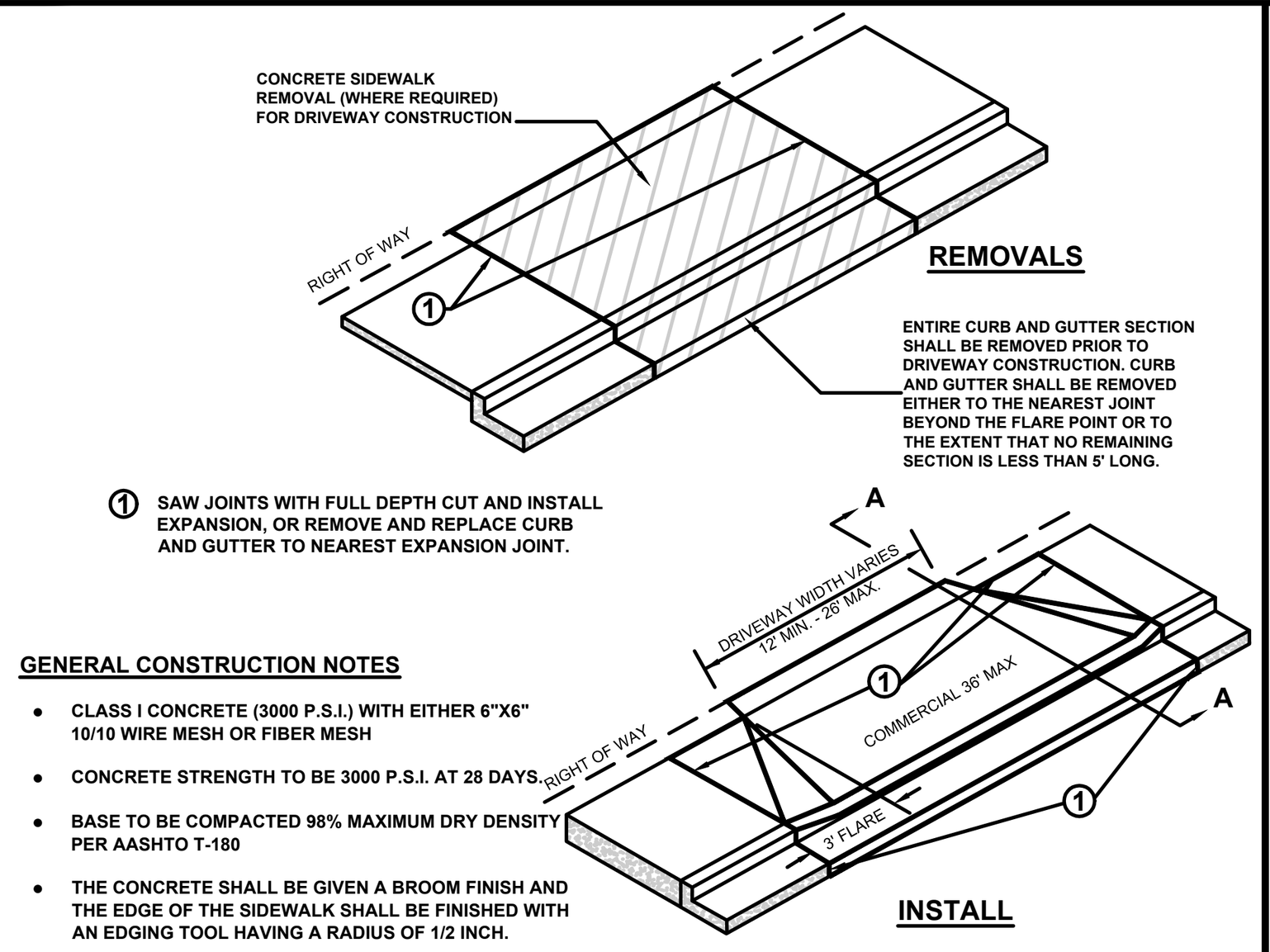
TMR DESIGNED BY
TMR DRAWN BY
21-498 ave d west 8-28-24.dwg FILENAME
25 TRAFFIC CONTROL CONT LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS
DATE #

AVENUE D ROAD IMPROVEMENTS
TRAFFIC CONTROL PLANS
FORT PIERCE FLORIDA

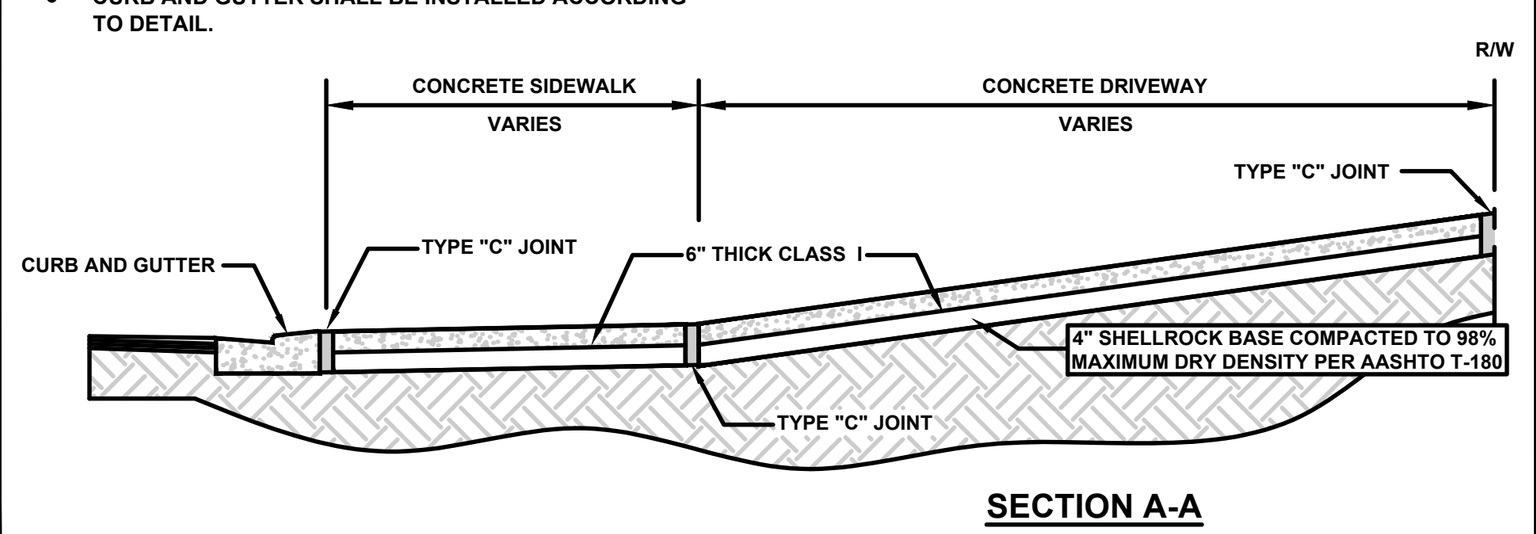
DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

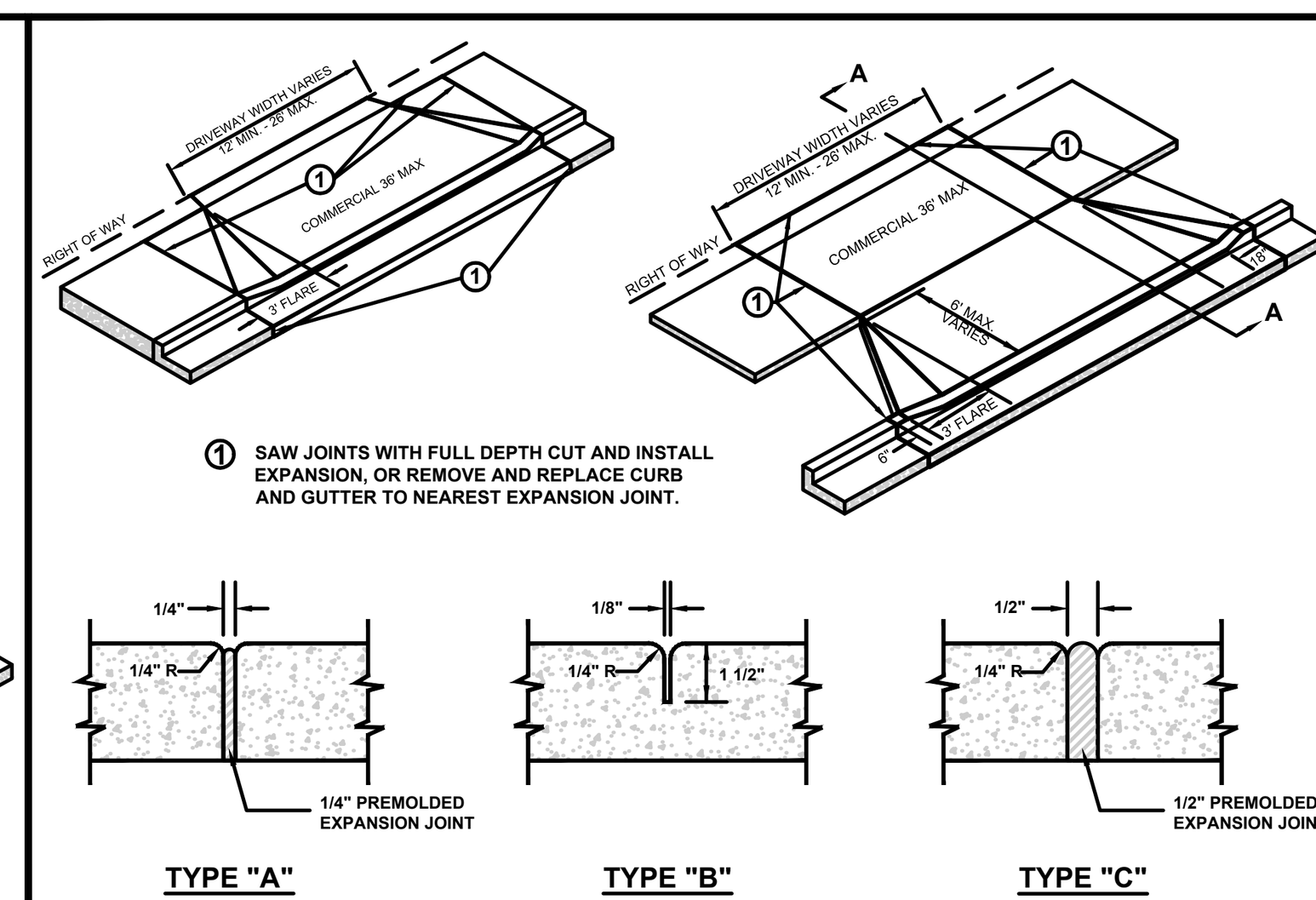


GENERAL CONSTRUCTION NOTES

- CLASS I CONCRETE (3000 P.S.I.) WITH EITHER 6"X6" 10/10 WIRE MESH OR FIBER MESH
- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH.
- DRIVEWAY GREATER THAN 20' WIDE SHALL HAVE CONTRACTION JOINTS PERPENDICULAR TO CURB WITH MINIMUM 10' SPACING.
- FORMS ARE REQUIRED ON ALL EDGES.
- CURB AND GUTTER SHALL BE INSTALLED ACCORDING TO DETAIL.



DRIVEWAY WITH SIDEWALK AND NO UTILITY STRIP DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 2

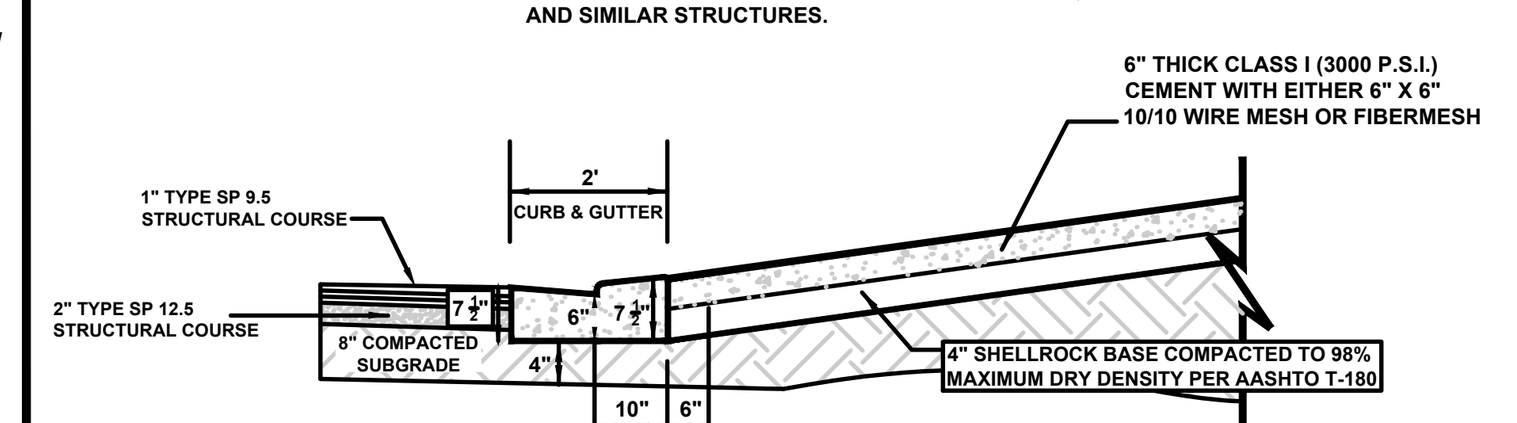


GENERAL CONSTRUCTION NOTES

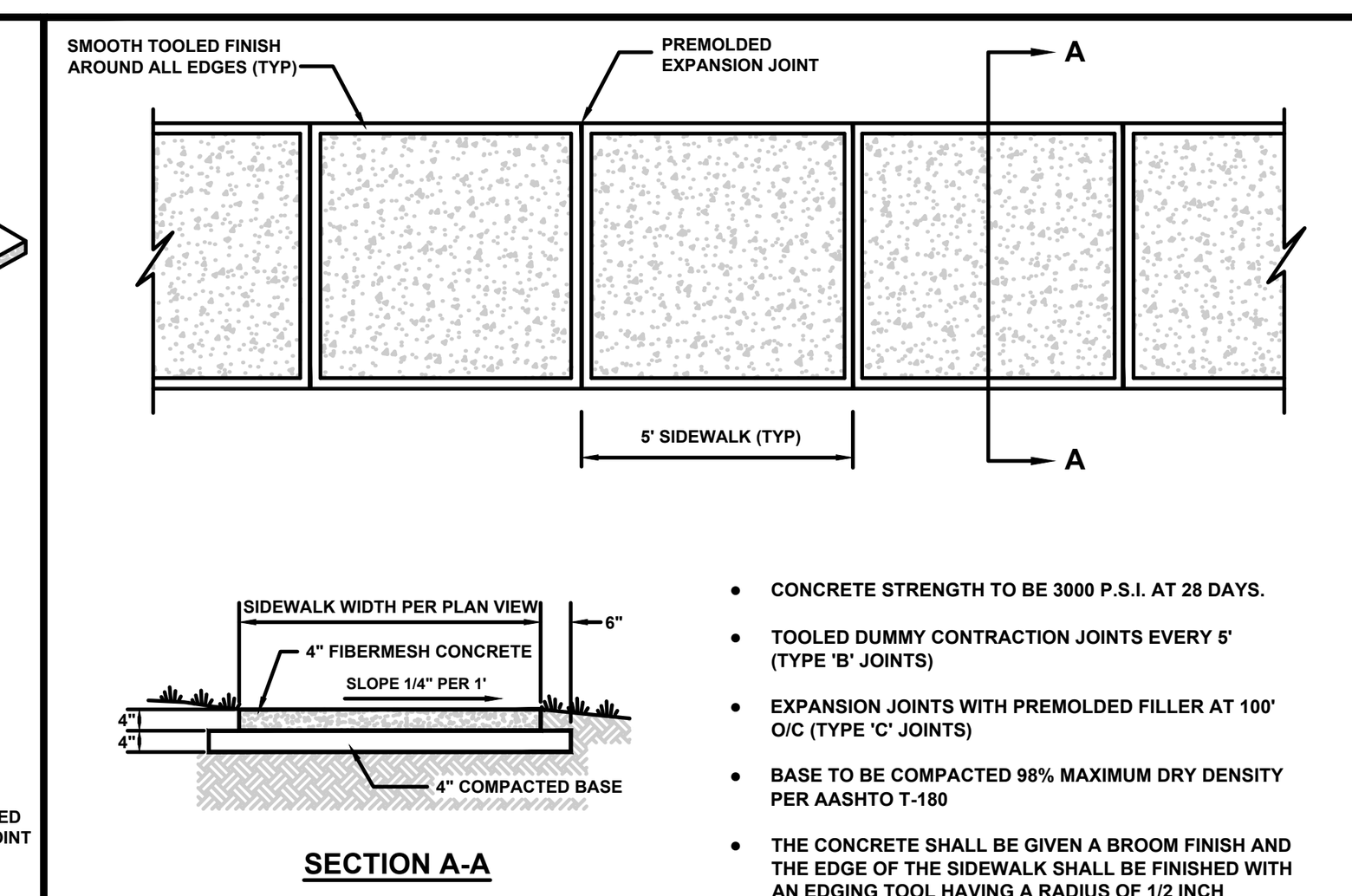
"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

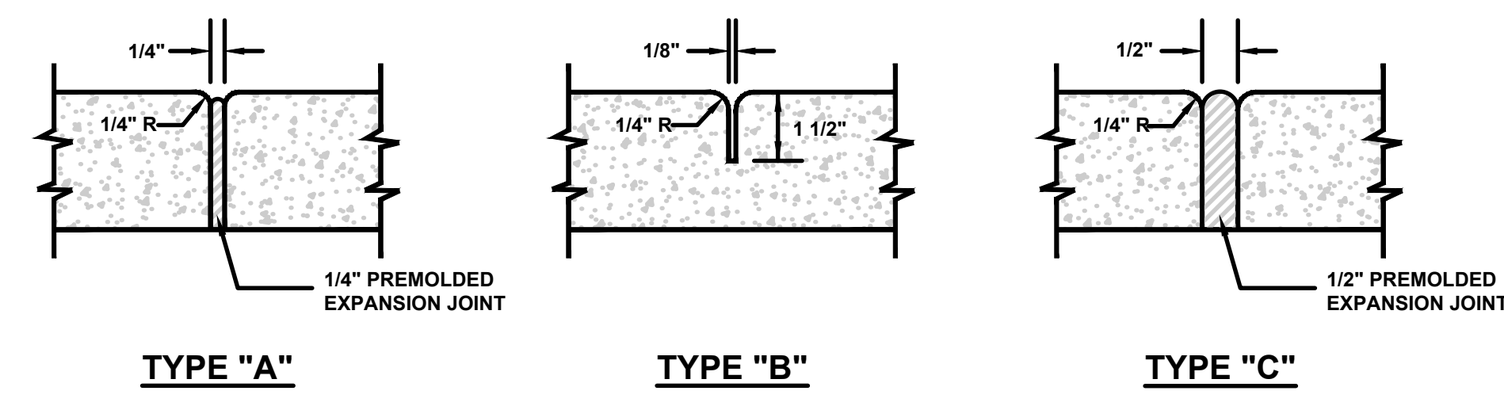
"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.



CONCRETE DRIVEWAY EXPANSION JOINT DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 3



- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- TOOLED DUMMY CONTRACTION JOINTS EVERY 5' (TYPE 'B' JOINTS)
- EXPANSION JOINTS WITH PREMOLDED FILLER AT 100' O/C (TYPE 'C' JOINTS)
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH



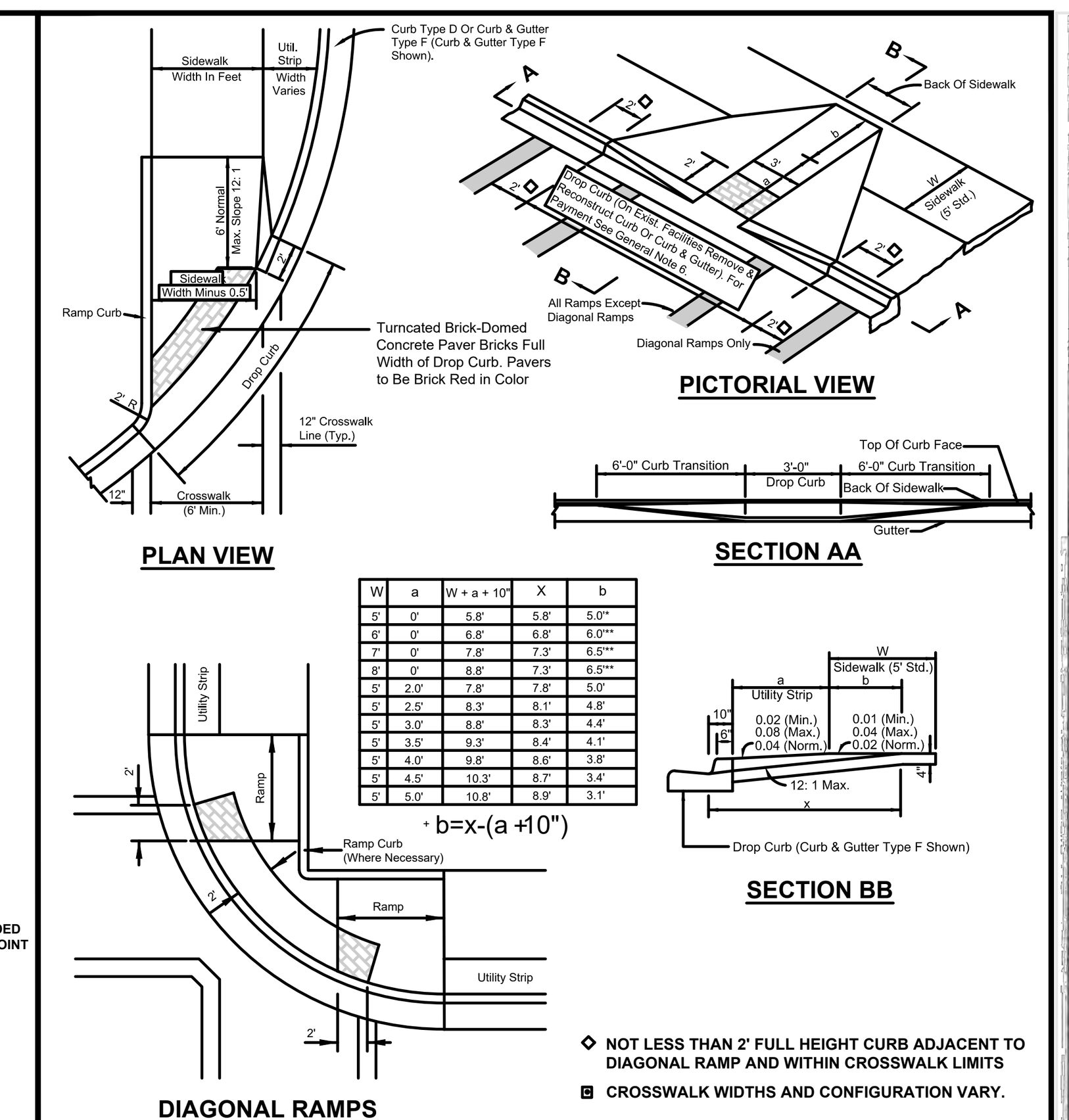
GENERAL CONSTRUCTION NOTES

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.

STANDARD SIDEWALK DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 7



W	a	W + a + 10"	X	b
5'	0'	5.8'	5.8'	5.0'*
6'	0'	6.8'	6.8'	6.0'**
7'	0'	7.8'	7.3'	6.5'**
8'	0'	8.8'	7.3'	6.5'**
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

◇ NOT LESS THAN 2' FULL HEIGHT CURB ADJACENT TO DIAGONAL RAMP AND WITHIN CROSSWALK LIMITS

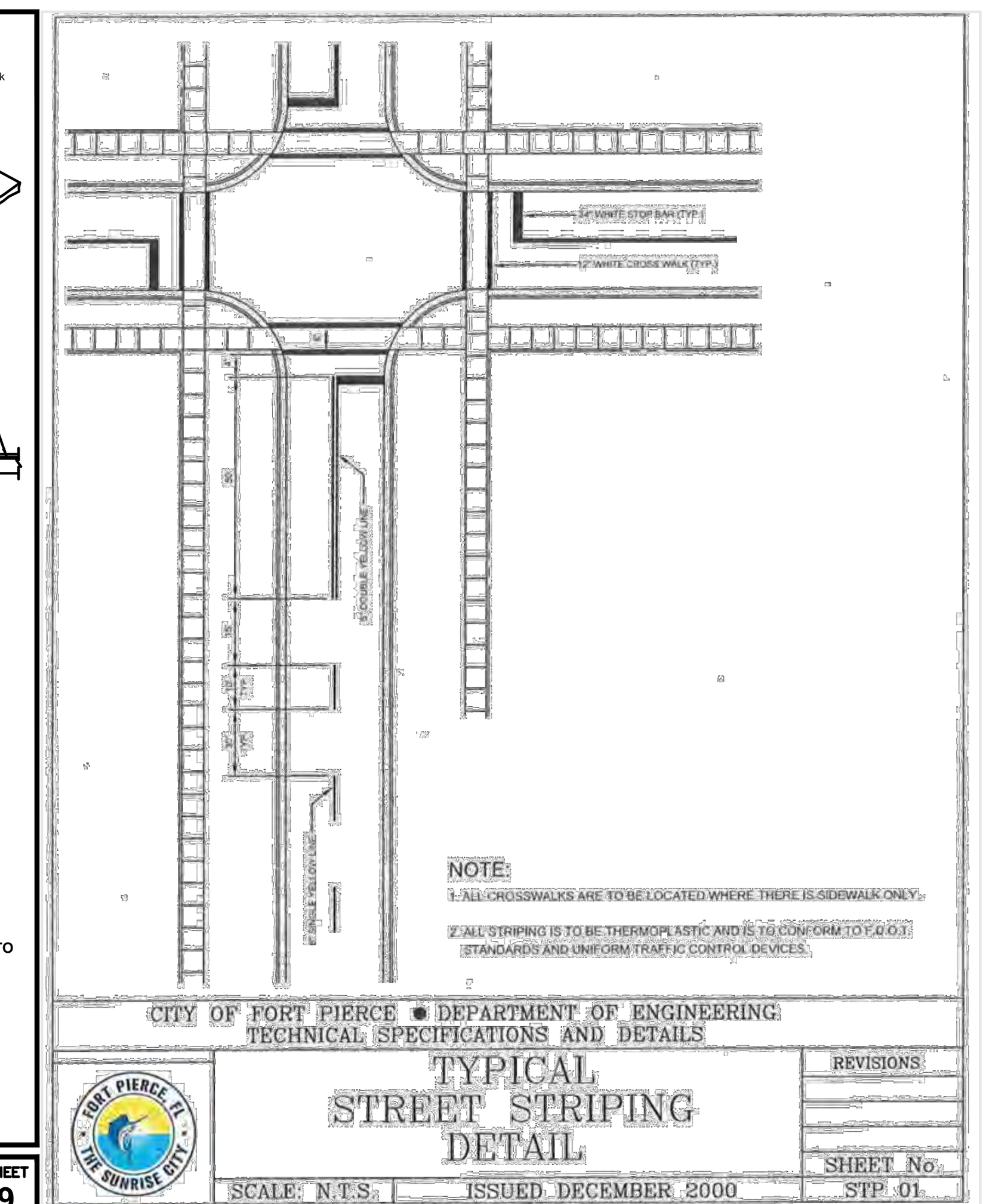
▣ CROSSWALK WIDTHS AND CONFIGURATION VARY.

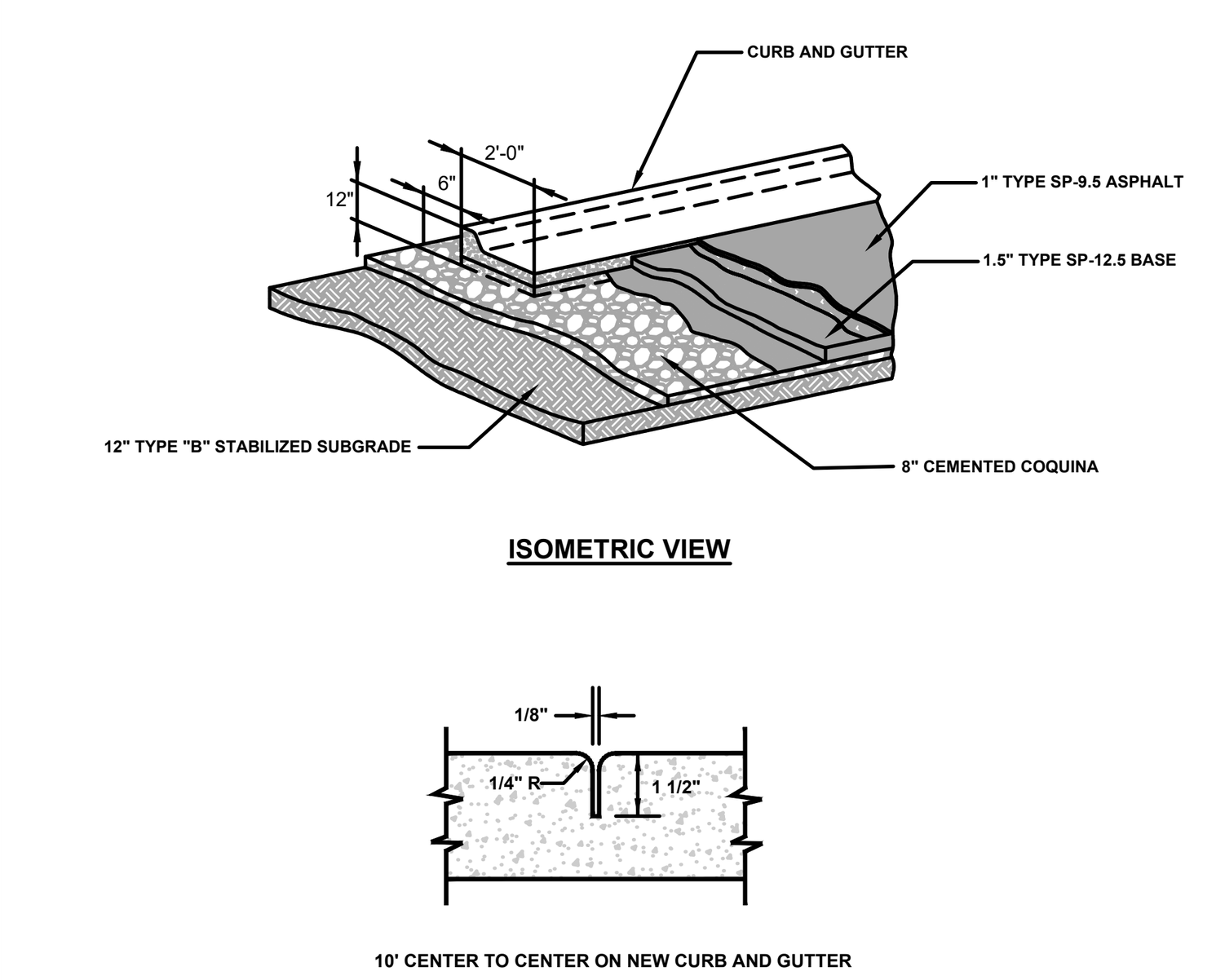
b = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12: 1 SLOPE.

* BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.

** BACK OF SIDEWALK DROP REQUIRED FOR SIDEWALK SLOPES 0.04 AND PART 0.02.

HANDICAP RAMP DETAIL — DATE: JUNE 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 9

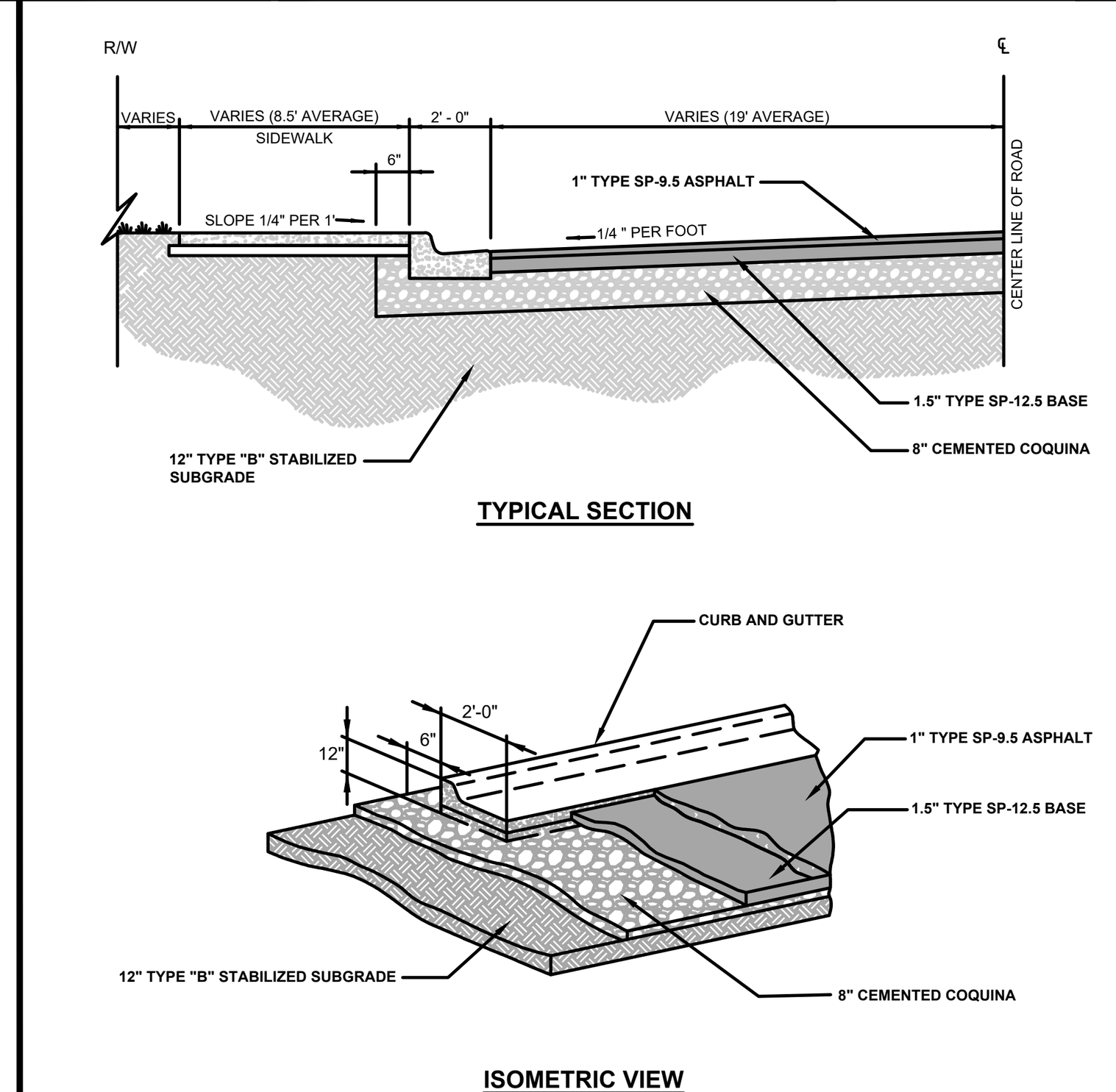




GENERAL CONSTRUCTION NOTES

- SURFACE COURSE: 1" TYPE SP - 9.5 STRUCTURAL COURSE
- BASE COURSE: 1.5" TYPE SP - 12.5 STRUCTURAL COURSE
- GRANULAR COURSE: 8" CEMENTED COQUINA (LBR-100)
- SUBGRADE COURSE: 12" TYPE "B" STABILIZATION SUBGRADE (LBR-40)

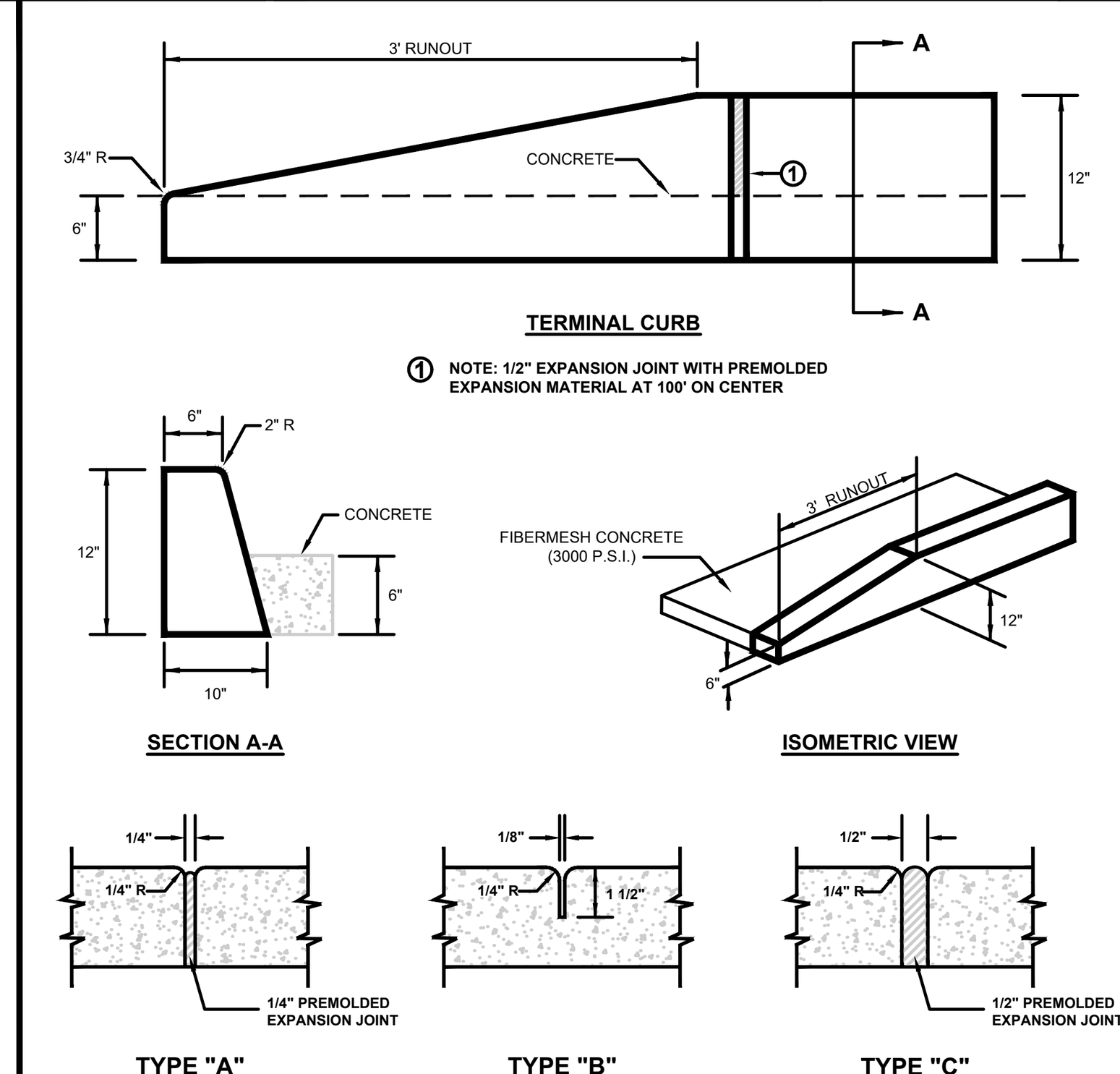
TYPE "F" CURB AND GUTTER WITH JOINT DETAILS — DATE: JANUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 11



GENERAL CONSTRUCTION NOTES

- SURFACE COURSE: 1" TYPE SP - 9.5 STRUCTURAL COURSE
- BASE COURSE: 1.5" TYPE SP - 12.5 STRUCTURAL COURSE
- GRANULAR COURSE: 8" CEMENTED COQUINA (LBR-100)
- SUBGRADE COURSE: 12" TYPE "B" STABILIZATION SUBGRADE (LBR-40)

PAVEMENT WITH CURB GUTTER AND SIDEWALK — DATE: JANUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 14



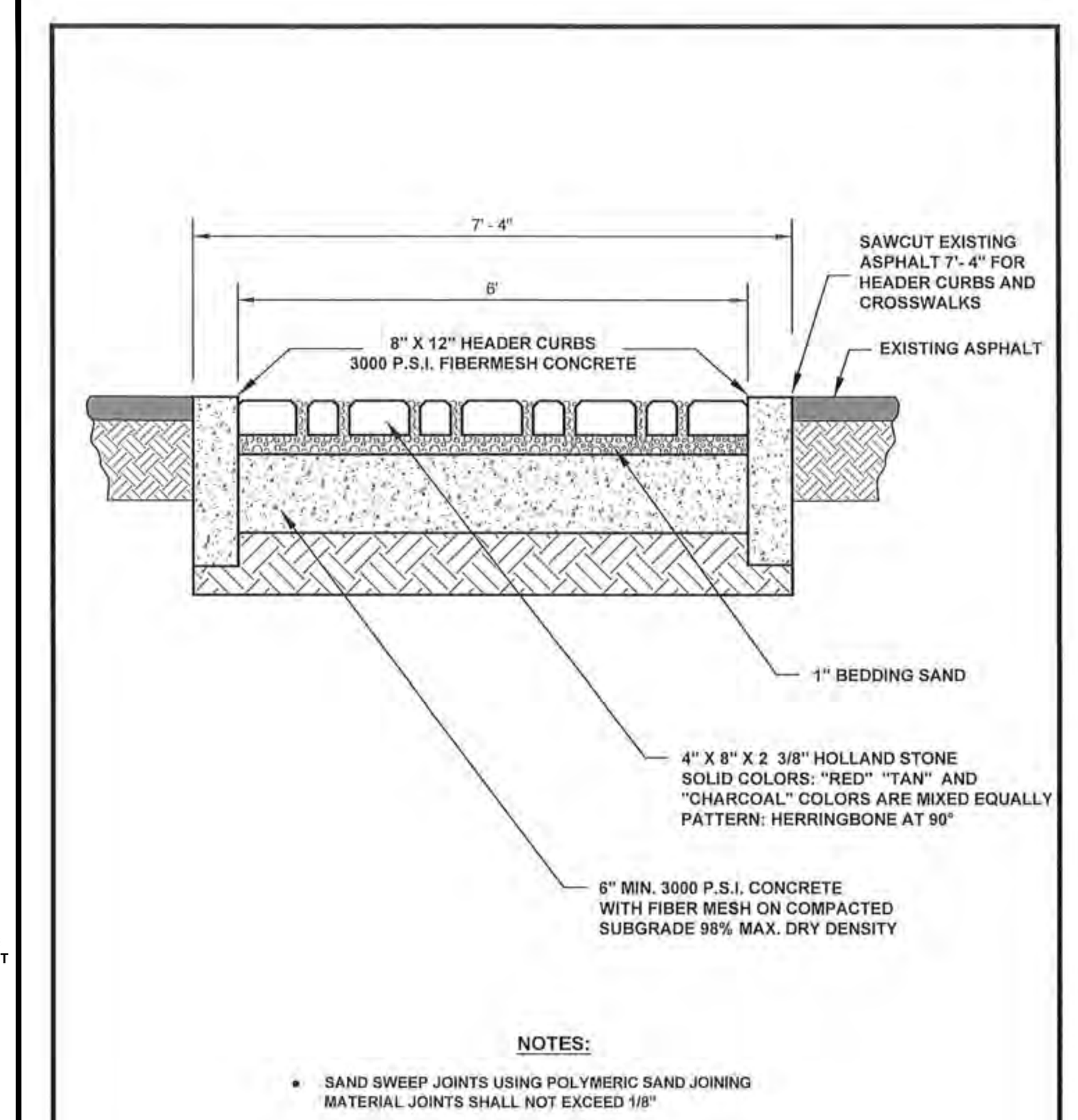
GENERAL CONSTRUCTION NOTES

"A" AT P.C. & P.T. OF CURVES AND AT JUNCTION OF EXISTING AND NEW SIDEWALKS.

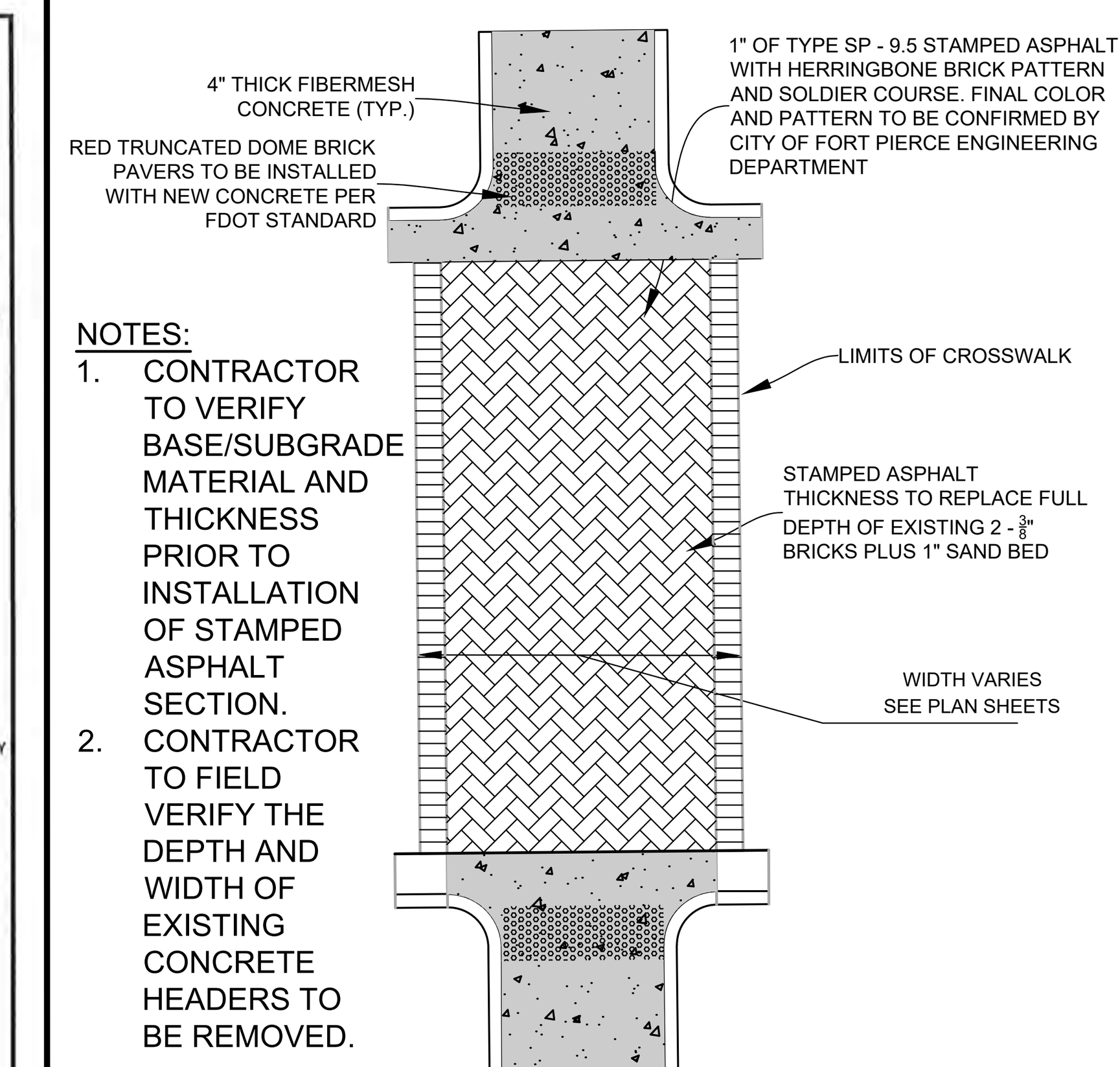
"B" 5' CENTER TO CENTER ON NEW SIDEWALKS AND 10' CENTER TO CENTER ON NEW CURB AND GUTTER.

"C" WHERE NEW SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAY AND SIMILAR STRUCTURES.

TERMINAL CURB WITH JOINT DETAILS — DATE: FEBRUARY 2020 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 21



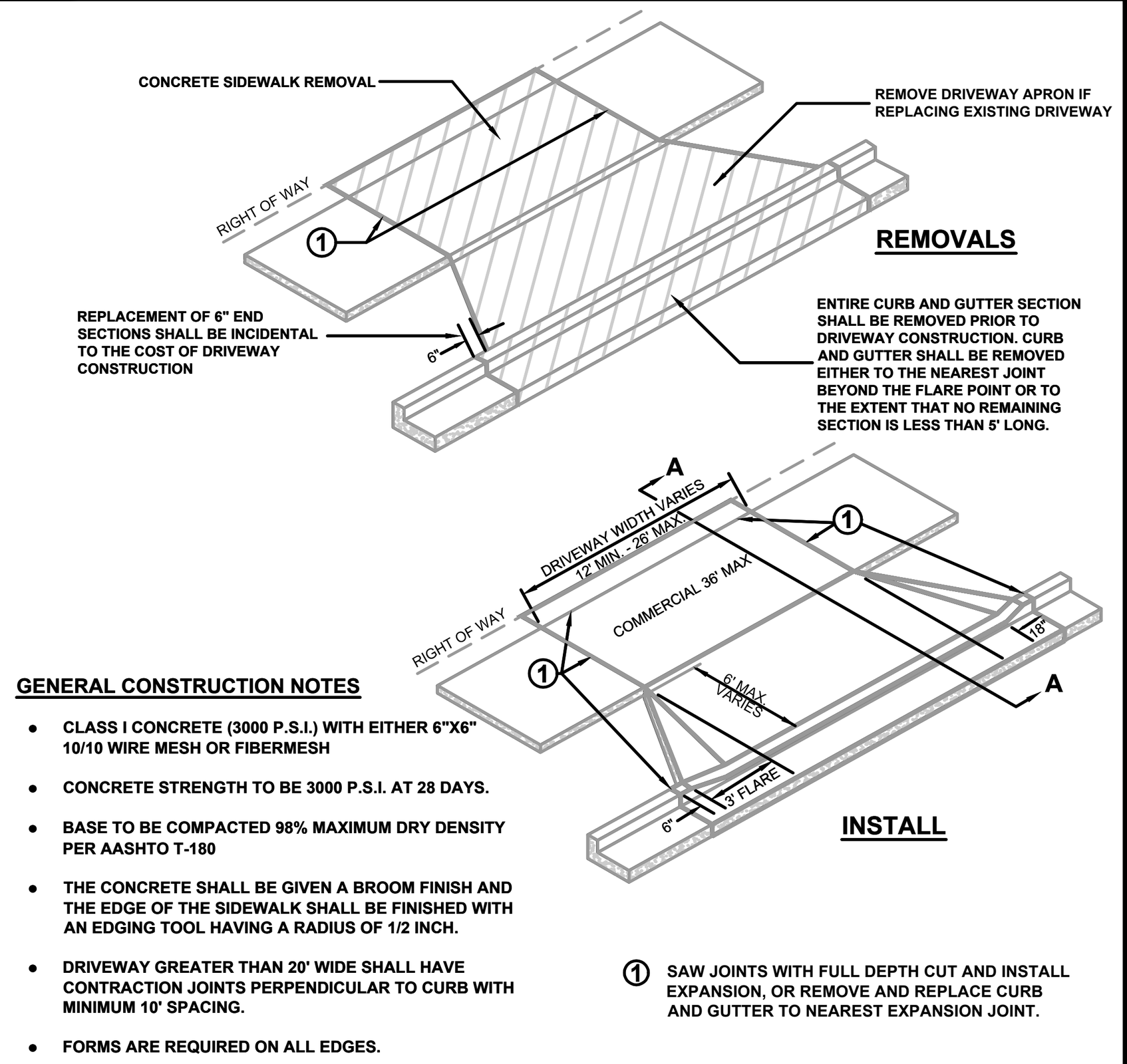
CONCRETE STREET PAVER CROSSWALK DETAIL — SHEET ?



NOTES:
1. CONTRACTOR TO VERIFY BASE/SUBGRADE MATERIAL AND THICKNESS PRIOR TO INSTALLATION OF STAMPED ASPHALT SECTION.
2. CONTRACTOR TO FIELD VERIFY THE DEPTH AND WIDTH OF EXISTING CONCRETE HEADERS TO BE REMOVED.

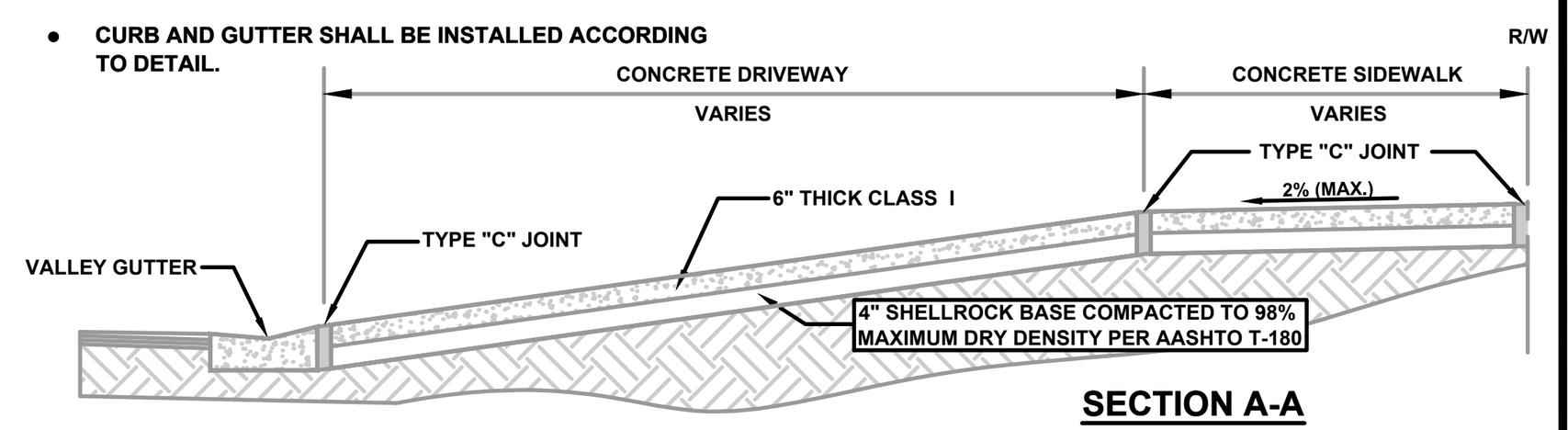
STAMPED ASPHALT CROSSWALK REPLACEMENT PLAN VIEW (TYP.)

NOT TO SCALE

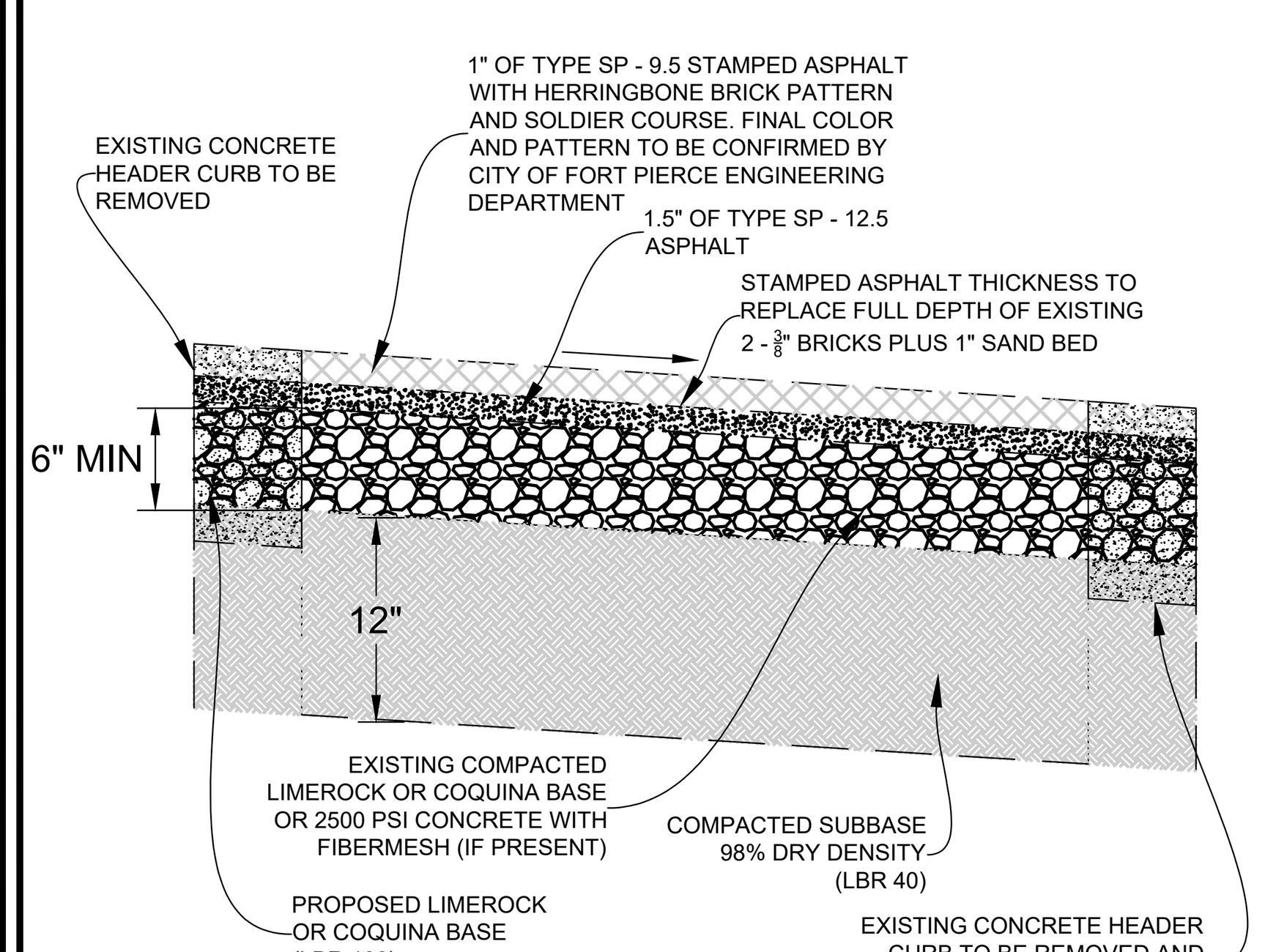


GENERAL CONSTRUCTION NOTES

- CLASS I CONCRETE (3000 P.S.I.) WITH EITHER 6"X6" 10/10 WIRE MESH OR FIBERMESH
- CONCRETE STRENGTH TO BE 3000 P.S.I. AT 28 DAYS.
- BASE TO BE COMPACTED 98% MAXIMUM DRY DENSITY PER AASHTO T-180
- THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGE OF THE SIDEWALK SHALL BE FINISHED WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH.
- DRIVEWAY GREATER THAN 20' WIDE SHALL HAVE CONTRACTION JOINTS PERPENDICULAR TO CURB WITH MINIMUM 10' SPACING.
- FORMS ARE REQUIRED ON ALL EDGES.
- CURB AND GUTTER SHALL BE INSTALLED ACCORDING TO DETAIL.



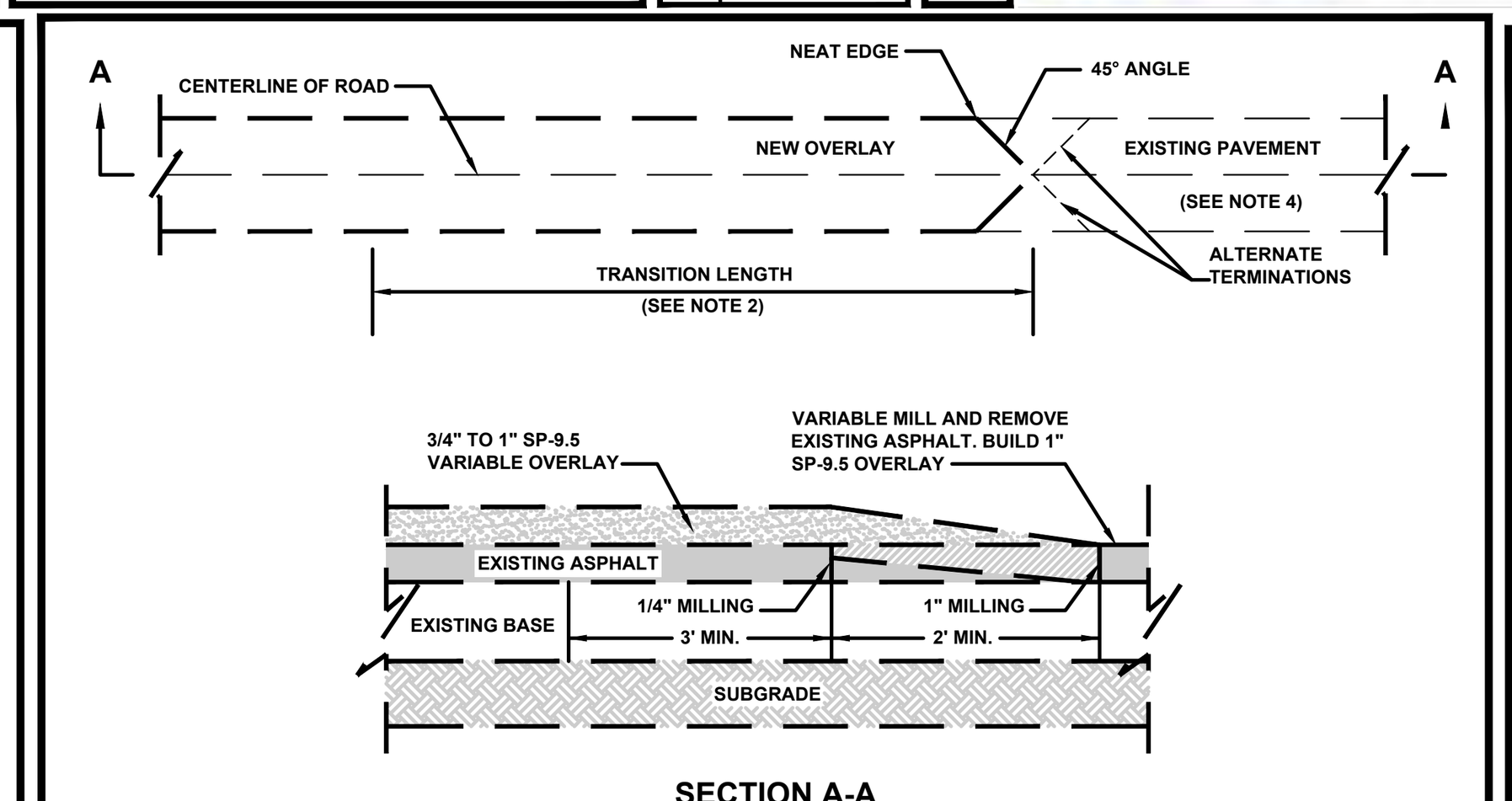
DRIVEWAY WITH SIDEWALK AND UTILITY STRIP DETAIL — DATE: FEBRUARY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET 2



NOTES:
1. CONTRACTOR TO VERIFY BASE/SUBGRADE MATERIAL AND THICKNESS PRIOR TO INSTALLATION OF STAMPED ASPHALT SECTION.
2. CONTRACTOR TO FIELD VERIFY THE DEPTH AND WIDTH OF EXISTING CONCRETE HEADERS TO BE REMOVED.

STAMPED ASPHALT CROSSWALK REPLACEMENT SECTION (TYP.)

NOT TO SCALE



GENERAL CONSTRUCTION NOTES

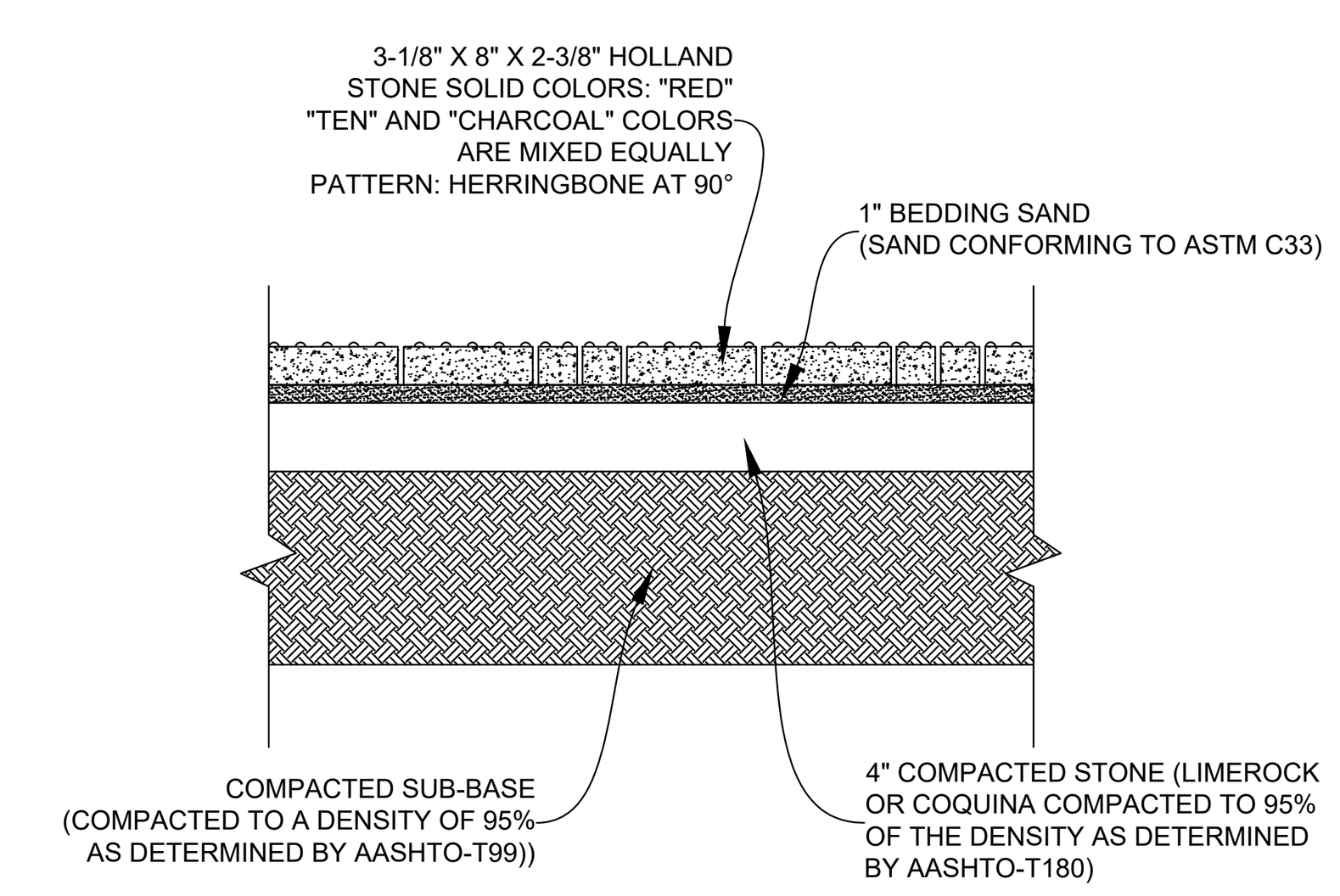
1. HOT MIX ASPHALT (HMA) OVERLAY SPLICES SHALL BE USED AT ENDS OF (HMA) OVERLAY HIGHWAY SECTIONS, MAJOR INTERSECTIONS, AND OTHER LOCATIONS INDICATED IN THE PLANS .
2. THE TRANSITION LENGTH IN FEET SHALL BE LESS THAN THE VALUE OBTAINED BY MULTIPLYING THE EFFECTIVE OVERLAY THICKNESS IN INCHES (DIFFERENCE BETWEEN THE EXISTING AND THE OVERLAID ELEVATIONS) BY THE "K" VALUE FROM THE TABLE FOR THE POSED SPEED OF THE HIGHWAY. THE MINIMUM TRANSITION LENGTH IS 30 FEET.
3. ALL SURFACES OF THE (HMA) OVERLAY SPLICE TRANSITION AREA SHALL BE CLEANED AND TACK COATED PRIOR TO (HMA) PLACEMENT. THE COST OF MILLING REBATES, AND TACK COAT IN THE (HMA) OVERLAY SPLICE TRANSITION AREA SHALL BE PAID FOR UNDER THEIR RESPECTIVE ITEMS. COST OF LEAVING A NEAT EDGE SHALL BE INCLUDED IN THE MILLING ITEM.

   EXAMPLE: IF THE POSTED SPEED IS 55 MPH, EFFECTIVE OVERLAY THICKNESS = 2" THEN THE MINIMUM TRANSITION LENGTH = 2 INCHES X 30 FT/IN = 60 FEET
4. SAW CUTS SHALL BE MADE SO THAT SURFACE RUNOFF IS DIRECTED TO THE EDGE OF PAVEMENT.
5. IN THE TRANSITION AREA, PAVEMENT COURSE OTHER THAN THE TOP COURSE SHALL BE FEATHERED OUT USING TOP COURSE OR OTHER APPROPRIATE MATERIAL. PAVEMENT SHALL BE MADE UNDER THE APPROPRIATE ITEM.

"K" VALUE TABLE FT/IN

POSTED SPEED MPH	30	35	40	45	50	55	60	65

PAVEMENT SPLICE DETAIL — DATE: MAY 2018 — SCALE: N.T.S. — DRAWN: D.SUMNER — SHEET ?



DETECTABLE WARNING PAVER INSTALLATION DETAIL

NOT TO SCALE

FIN PROJ: 453170-1-54-01

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DESIGNED BY	TMR
DRAWN BY	TMR
FILENAME	21-498 ave d west 8-28-24.dwg
LAYOUT	26 DETAILS
SCALE	AS SHOWN
DATE	JANUARY 2023

REVISION COMMENTS — # — DATE

AVENUE D ROAD IMPROVEMENTS

PAVING, GRADING, AND DRAINAGE DETAILS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
☏ 772-462-2455

21-498

FDOT APL#660-015-037

Sensors for Traffic Detection

Autoscope® Comm Manager

What, exactly, is a Comm Manager?

The Autoscope Vision Comm Manager is a powerful device facilitating remote and local communication to deployed Autoscope Vision sensors. The Vision Comm Manager supports 3-wire-only branch cable connections for up to 8 sensors, interfaces to the optional Vision I/O 24™ module, as well as full 10/100/1000 Ethernet communication to a local laptop or workstation at the Traffic Management Center (TMC).

Why do agencies use the Comm Manager?

The Vision Comm Manager is quick and easy to install. A single IP address is all that is required to connect the Vision Comm Manager to personnel at the TMC, enabling collection of traffic data and viewing HD video streams, individually or in a quad display. Detection zones may also be created or modified remotely with this simple network architecture.



How does the Comm Manager benefit the driving public?

Power and communications to Autoscope Vision is managed via the Vision Comm Manager. Vision sensors provide high-performance, high definition vehicle detection and bicycle differentiation, using state-of-the-art algorithms to improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Autoscope Comm Manager Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Power and communication to Vision sensors is conducted via the Vision Comm Manager. The Vision Comm Manager supports SDLC and wired I/O interface for convenient integration to TS1, 170/2070/33x and TS2 cabinets. The robust and proven broadband-over-power cable technology has a remarkable throughput of 70-90 Mb/sec. This is more than sufficient bandwidth to simultaneouly transmit traffic data and multiple streams of HD video.

Applications

Autoscope Vision is capable of concurrently satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Specifications

- Connectors
  - *Input power: one (1), 3-position compression block*
  - *Output power to Vision sensors: four (4), 3-position compression blocks (up to 2 sensors per block)*
  - *Two (2) USB*
  - *Four (4), 10/100/1000Ethernet: WAN, Maintenance, Expansion, Reserved*
- Communications
  - *Wi-Fi 802.11(b/g/n)*
  - *WAN Ethernet Port 10/100/1000*
  - *Maintenance Ethernet Port 10/100/1000*
  - *Broadband-Over-Power 70-90 Mbps*
- Environmental
  - *-29º F to +165º F (-34º C to +74º C)*
  - *0 to 95% relative humidity, non-condensing*
- Dimensions and Weight
  - *11" x 7" x 2.5" (28 cm x 18 cm x 6 cm)*
  - *2.3lbs (1.04 kg)*
- Video Output
  - *Digital streaming H.264 720p, 30fps*
  - *Variable bitrate selectable 100-5000Kbps*
- Warranty
  - *Three-year factory warranty*
  - *Extended warranty packages available to six years*
- Power
  - *89-265 VAC, 50/60 Hz from the transient-protected side of cabinet*
  - *Minimum 15W typical without sensors*
  - *75 Watts typical with four (4) Vision sensors*
  - *140 Watts Maximum*
  - *2 spare fuses*
  - *High-energy transient surge protection*
- Indicators
  - *Wi-Fi LEDs – active or inactive*
  - *SDLC LEDs – indicate valid data*
  - *Ethernet Port LEDs – indicate speed of network connection*
  - *Power Sensor LED – indicate power to sensor*
  - *Comm Manager LED - indicator for readiness and status*
  - *System Status LED - indicating individual sensor status*
  - *Sensor LINKJACT LED - indicates communication between the Comm Manager and at least 1 Vision sensor*
- Regulatory
  - *NEMA TS2 2003 Compliant*
  - *CE EN 55022*
  - *CE EN 55024*
  - *EN 61000-6-1*
  - *ICES*
  - *FCC Part 15, Class A*

ECONOLITE

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Autoscope® VISION

Accurate. Versatile. Simple.



Autoscope performance is robust and reliable in all lighting conditions.

About Vision™

Video detection and broadband communications technologies continue to help inspire and generate new levels of Intelligent Transportation Systems (ITS) capabilities. This will be even more critical as connected vehicle and Smart City technologies become more prevalent, particularly vehicle-to-infrastructure (V2I) and data analytics. Whether for surveillance, vehicle detection, bicycle detection and differentiation, data collection, or traffic monitoring systems, video detection and broadband communications are increasing ITS performance, cost efficiencies, and access to strategic traffic information - helping transportation professionals improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Building on more than two decades of proven above-ground video detection experience, Autoscope Vision delivers the highest levels of accuracy and performance in an easy-to-use detection solution that supports a variety of traffic management and ITS applications.

At A Glance

- Highest levels of accuracy and performance
- Built-in local WiFi for quick and simple set up
- Program an entire intersection in just minutes
- Easy to install with 3-wires-only
- Simple integration to all traffic cabinets
- High Definition (HD) camera for superior video images

ECONOLITE

Autoscope Vision Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Autoscope Vision is an integrated camera-processor sensor solution that provides high performance stop bar vehicle detection, bicycle detection and differentiation, advance vehicle detection, traffic data collection, and HD video surveillance. It also supports local WiFi and streaming video to mobile computing devices.

Autoscope Vision utilizes an ITO faceplate heater and hydrophilic coated lens to maintain optimal performance during inclement weather while reducing the frequency of cleaning.

Power and communication to Vision sensors is conducted via the Vision Comm Manager™. Vision Comm Manager supports SDLC and wired I/O interface.

Application

Autoscope Vision is capable of simultaneously satisfying multiple transportation management objectives:

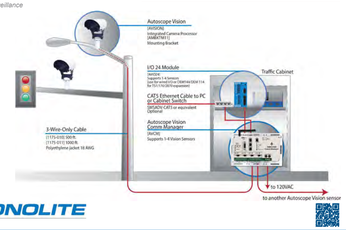
- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Vision Sensor Specifications

Temperature
- -34° C to +60° C (-29° F to 165°F)
- Meets TS2 standards
- Relative humidity of 0 to 95%, non-condensing

Power
- 16W typical, 18W maximum
- 89 to 265 VAC
- 60/50 Hz
- Indium Titanium Oxide (ITO) and hydrophilic faceplate

Dimensions
- H x W x L (with sunshield and bracket): 7" x 5.5" x 22.5" (177.8 mm x 140 mm x 571.5mm)
- 6.5 lbs (2.95 kg)



ECONOLITE

3360 E La Palma Avenue, Anaheim, CA 92806 · 714-630-3700 sales@econolite.com · www.econolite.com

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DESIGNED BY: TMR
DRAWN BY: TMR
FILENAME: 21-498 ave d road 8-28-24 dwg
LAYOUT: 27 VIDEO DET. DETAILS
SCALE: AS SHOWN
DATE: JANUARY 2023

REVISION COMMENTS | DATE | #

AVENUE D ROAD IMPROVEMENTS
VIDEO DETECTION DETAILS
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375

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PORT SAINT LUCIE, FL 34987
772-462-2455

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27 OF 27

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: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-024**
Mandatory Pre-Bid Conference: 10:00 AM, THURSDAY, MAY 1, 2025	**Bid Title: AVENUE D (29TH STREET TO US 1) ROADWAY RECONSTRUCTION**
Mandatory Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	**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, MAY 20, 2025	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: _____ **Mailing Address:** _____ _____	*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:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	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	

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
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)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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

Part II Certification

Under penalties of perjury, I certify that:

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

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** ▶ **Date** ▶

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

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

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

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:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

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

this ____ day of _____, 20____ by _____, who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

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?		

PLEASE SIGN AND RETURN WITH BID_____

THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

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 undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

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: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), 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 _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

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.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, 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

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

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.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

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?

9. Have you ever defaulted on a contract? If so, where and why?

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.

11. List your major equipment available for this contract.

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.)

13. Background and experience of the principal members of your company, including the officers.

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 _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(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.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

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: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

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:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

_____ 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

_____
Date

END OF SECTION

BID RESPONSE FORM
AVENUE D RESURFACING (N 29TH STREET TO US 1)
(May 20, 2025)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF			
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	810		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF			
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF			
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF			
SUB TOTAL OF ITEMS					
10% CONTINGENCY					
TOTAL FINAL BID					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**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? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

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: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _ _ _ _ _ _ _ _ _ _ _ _

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



DEMANDSTAR

Building Communities.

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

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Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpa... Gas Masks and Gas Mask Cartridg...s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

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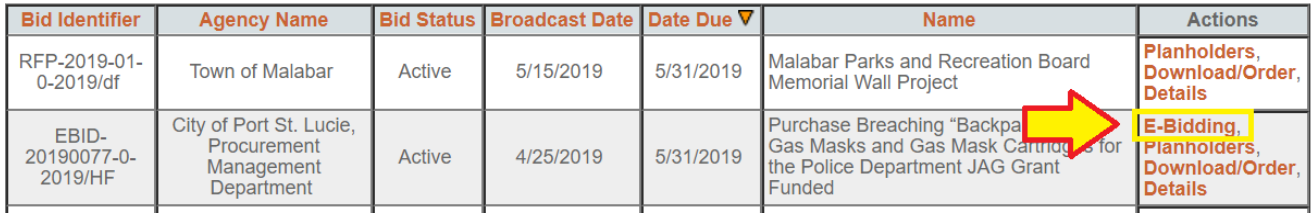
In order to do e-bidding

1. Click on “E-bidding” in the actions column



Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

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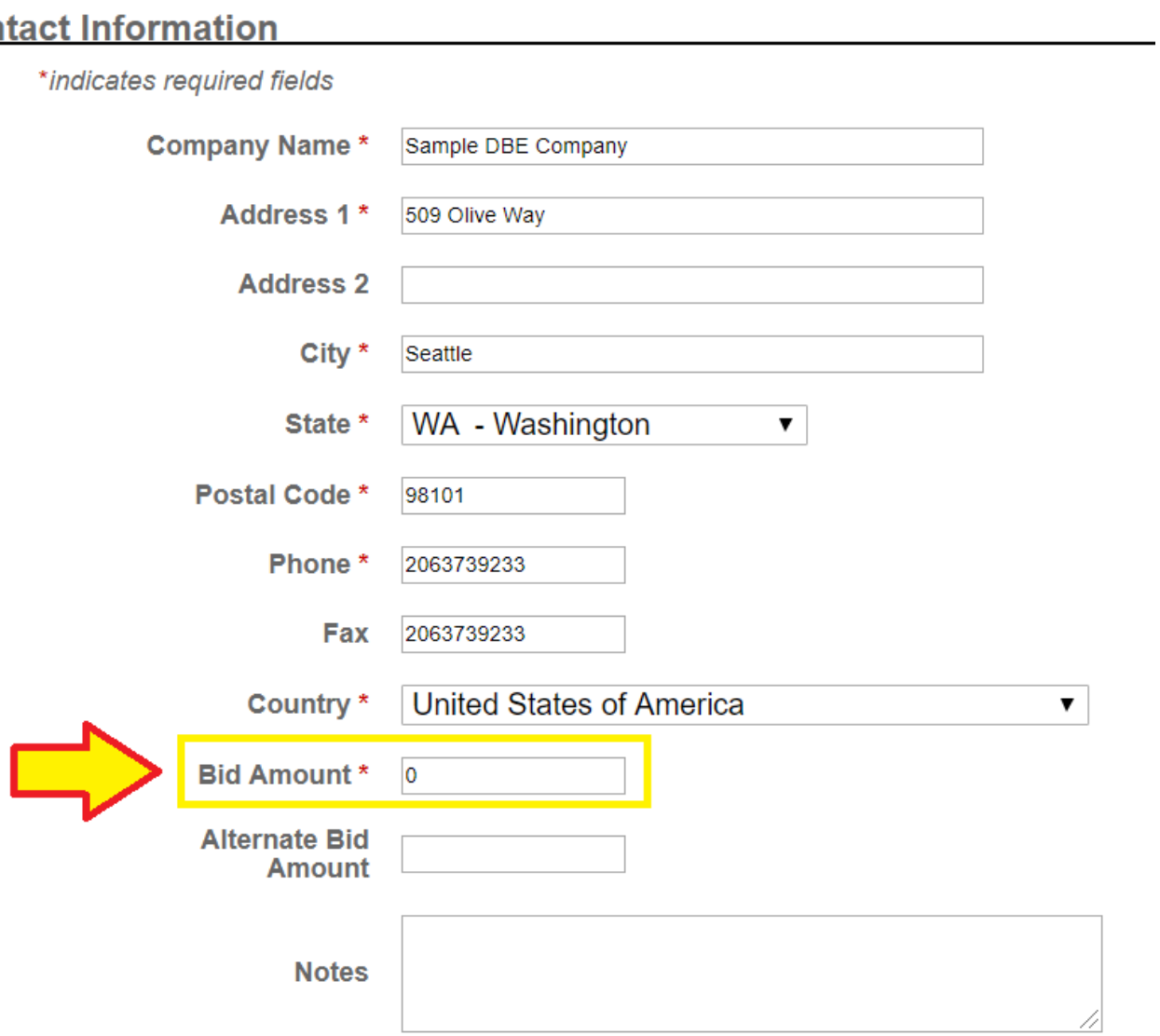
In order to do e-bidding

2. Enter you contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.



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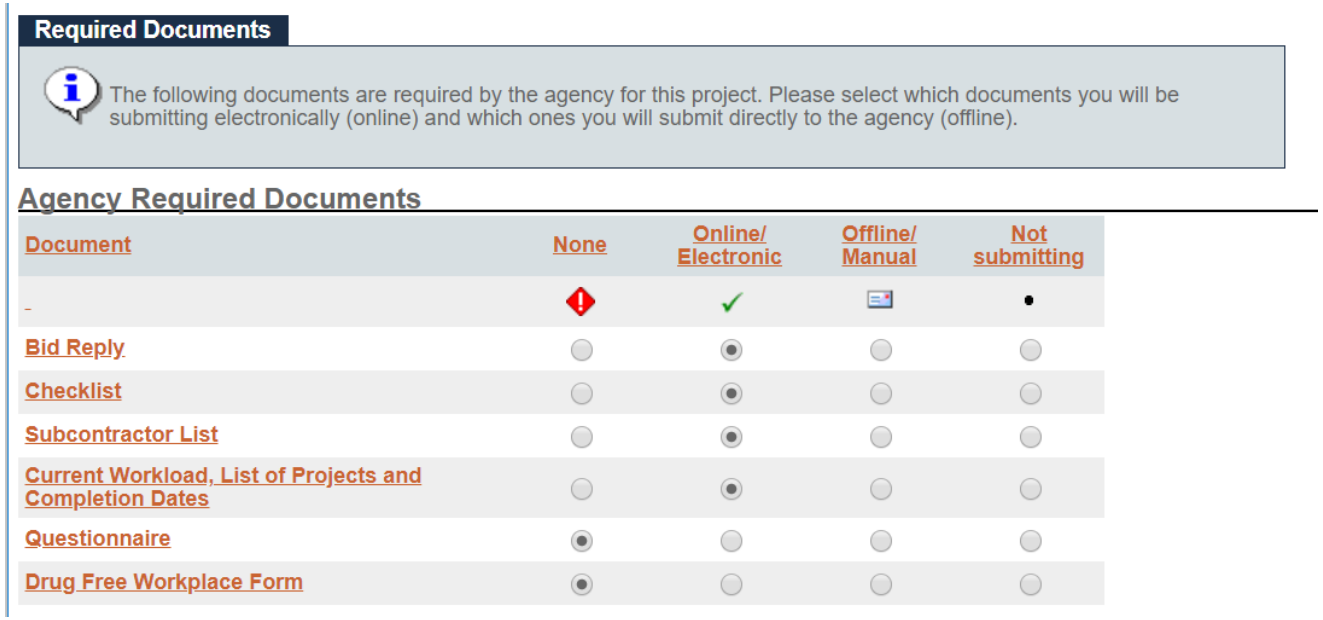
In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.



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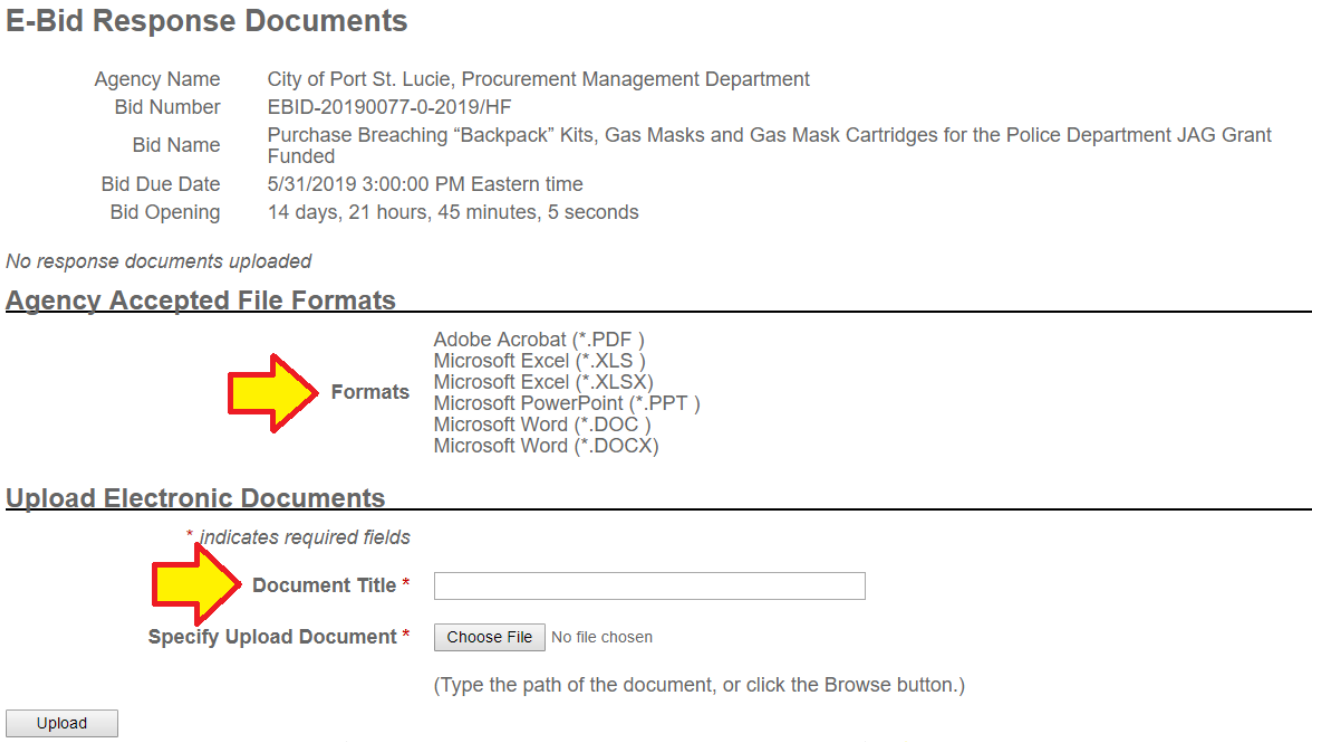
In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents



E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats

Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*

Document Title *

Specify Upload Document * Choose File No file chosen

(Type the path of the document, or click the Browse button.)

Upload

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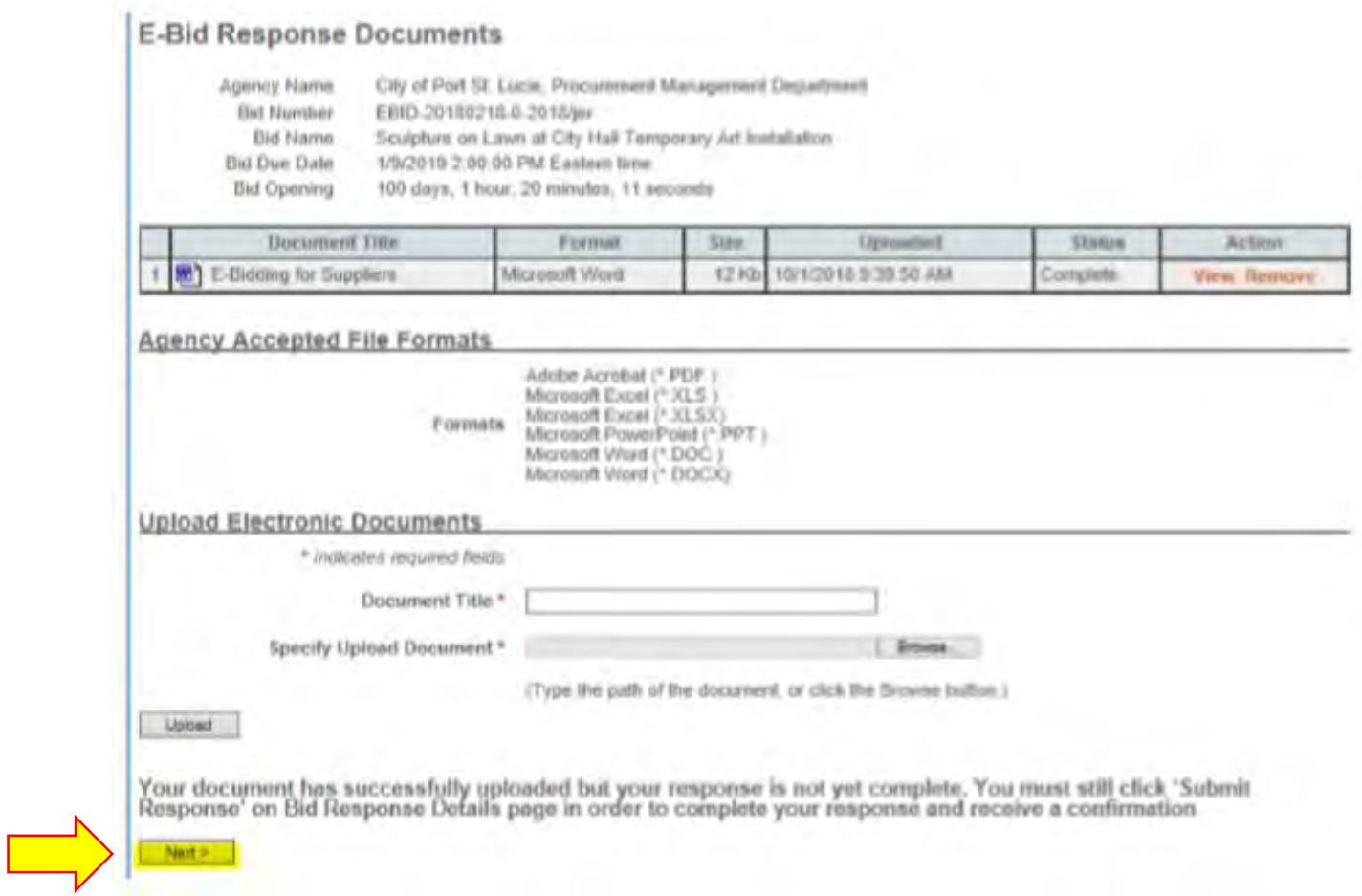
In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen



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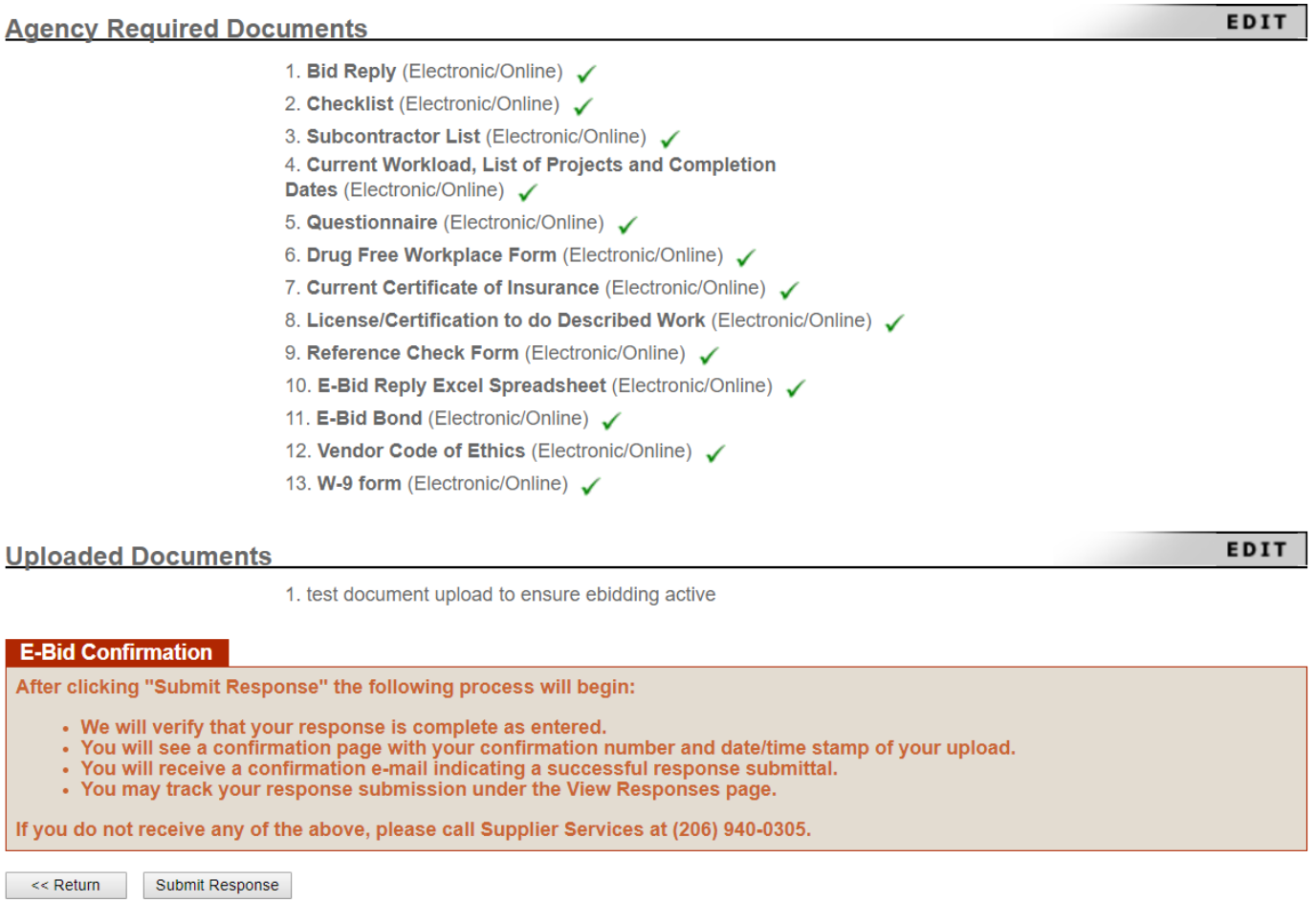
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid



Agency Required Documents EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents EDIT

1. test document upload to ensure ebidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- **We will verify that your response is complete as entered.**
- **You will see a confirmation page with your confirmation number and date/time stamp of your upload.**
- **You will receive a confirmation e-mail indicating a successful response submittal.**
- **You may track your response submission under the View Responses page.**

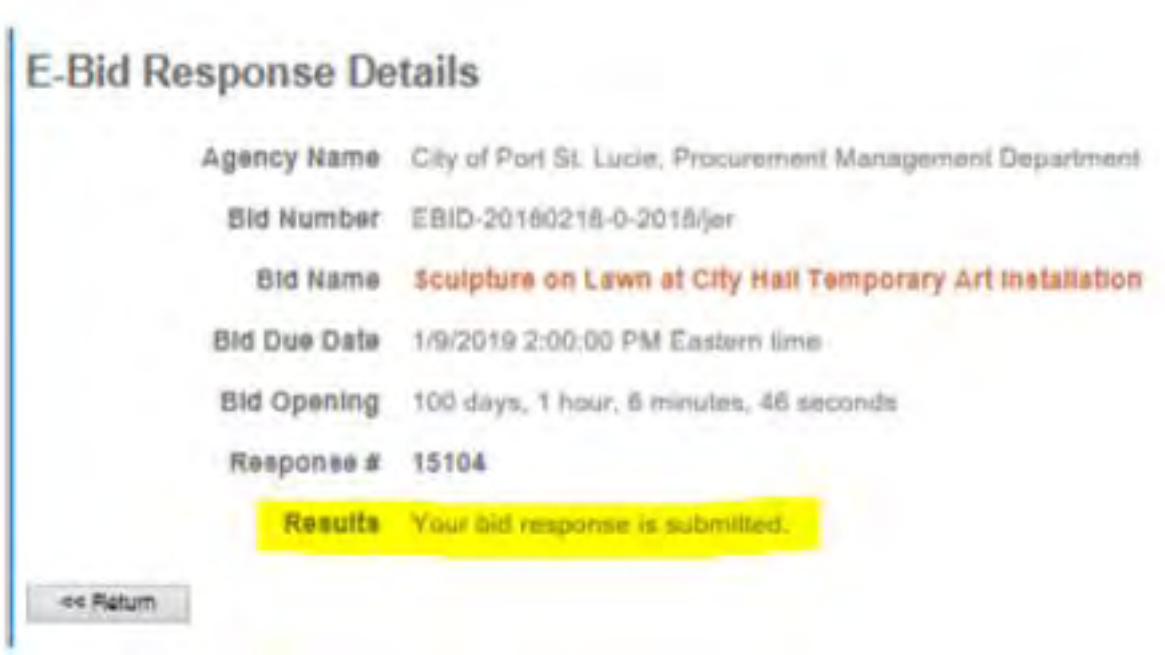
If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return | Submit Response

Copyright 2019, DemandStar Corporation. (206)940-0305

Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly



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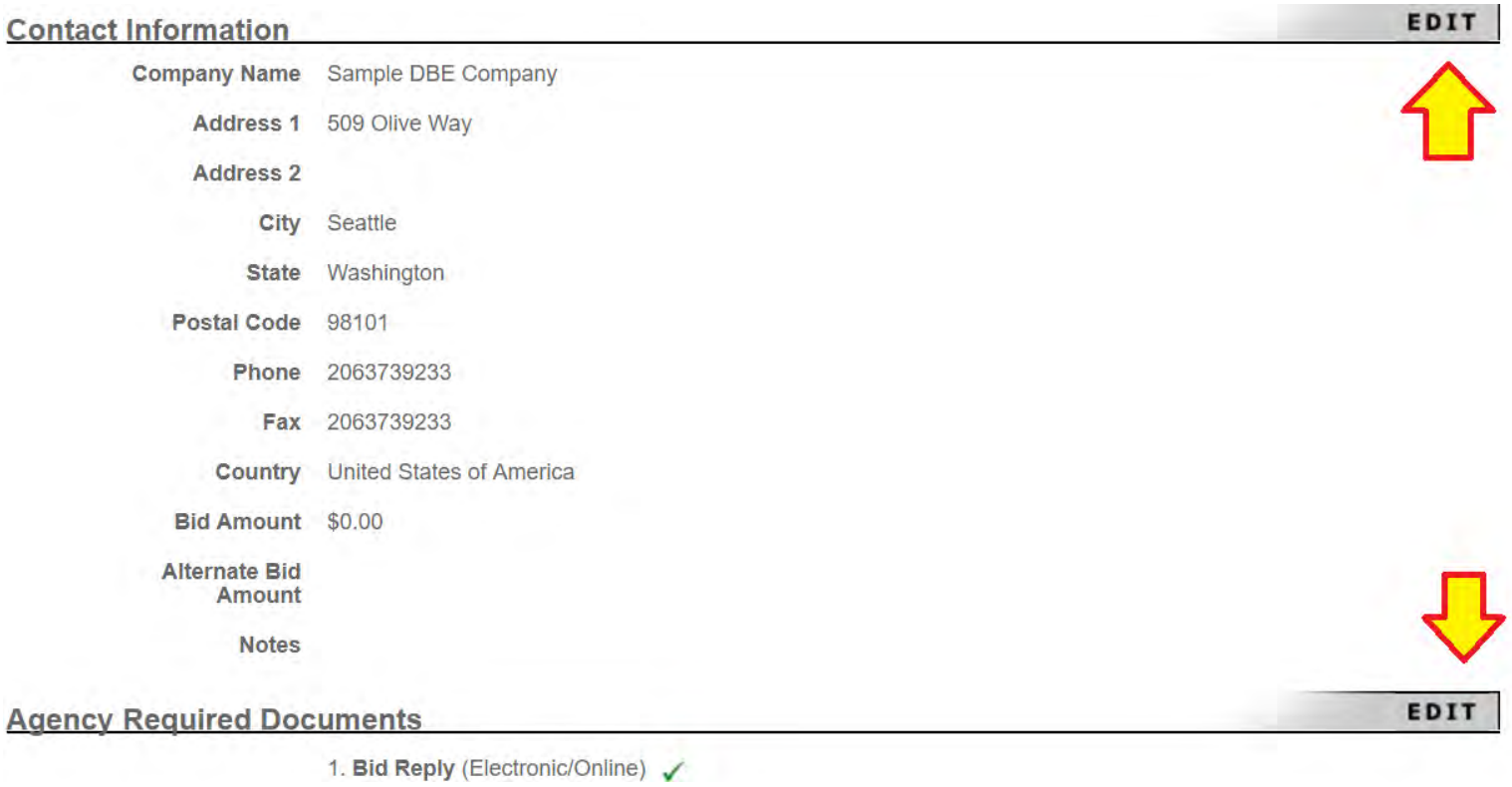
Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▽	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History



April 24, 2025

CITY FORT PIERCE

RFQ NO. 2025-022

PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

ADDENDUM NO. 1

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

1. QUESTION: Please clarify the use of subconsultants. Page 21 Paragraph 4 states "To that end, submittals should contain no subconsultants." Page 25 Key Personnel 2 states "Identify all sub-consultants and sub-contractors authorized to be used for their work."

ANSWER: **As some engineering firms may require the use of sub-consultants or sub-contractors for projects such as surveying or Geotech services, all sub-consultants and sub-contractors information should be provided as best as possible. The City is aware that additional sub-consultants and sub-contractors may be required based on the needs of project assignment.**

2. QUESTION: Is the prime allowed to use subconsultants for this submission?

ANSWER: **Yes. Please refer to previously answered questions on the use of sub-consultants and sub-contractors.**

3. QUESTION: Are there any required forms for sub-consultants to fill out?

ANSWER: **There are no required forms for the sub-consultants to fill out.**

3. QUESTION: What is the budget for the project?

ANSWER: **Services are on a project-by-project basis and authorized through Specific Authorizations that details the scope of work, deliverables, time and performance, schedule of hourly billing rates and method and amount of compensation.**

All other conditions of this bid remain the same.

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

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

April 24, 2025

CITY OF FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO.1

The purpose of this addendum is to inform all prospective vendors that minor changes were inadvertently omitted from the original bid documents. Please disregard the previously issued documents and instead use the attached **REVISED Bid Document** for preparing your submission.

Additionally, this addendum includes the project plans that were not included in the original bid package.

- **Avenue D Plans**
- **Overhead Sign**

All other conditions of this bid remain the same.

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

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

May 1, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 2

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

1. QUESTION: Can milling and paving be performed at night so there is less Impact to the traveling public?

ANSWER: **Yes, in some instances. Overnight operations will not be Permitted in residential areas.**

2. QUESTION: Do we need to submit our FDOT Prequalification Letter with our bid?

ANSWER: This is not required but would be helpful. We will need to be able to verify on FDOT's Prequalified Contractor Search website: Prequalified Vendor Search

3. QUESTION: 150 Cal days is not a lot of time with this type of project. Can time be changed to 180 or 200 Cal Days?

ANSWER: **Time estimates were developed using FDOT's production rates and quantities for the project and then doubled to estimate the contract time.**

All other conditions of this bid remain the same.

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

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

May 2, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 3

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

1. QUESTION: There is no bid item for Survey Layout & Record Drawings. How will this item be paid?

ANSWER: **Please refer to the Technical Specifications for bid items.**

2. QUESTION: There is no bid item for the stamped asphalt crosswalks. How Will this item be paid?

ANSWER: **Stamped asphalt crosswalks shall conform to FDOT Standard 523. Bid Item shall be 523-3 Patterned Pavement (Crosswalks). The units shall be in SQUARE YARDS.**
A REVISED Bid Form has been provided that adds this item, the estimate includes 2,400 Square Yards.

All other conditions of this bid remain the same.

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

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

Attachment: **Revised Bid Form**
FDOT Section 523 Patterned Pavement

BID RESPONSE FORM
AVENUE D RESURFACING (29TH STREET TO US 1)
REVISED 5/2/2025

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12” Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4” Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4” Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6” Thick	SY	650		
523-3	**Patterned Pavement (Crosswalks)**	**SY**	**2,400**		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400		
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000		
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500		
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000		
1000-01A	Utility Adjustments/Coordination	LS	1		
TOTAL FINAL BID					

SECTION 523
PATTERNED PAVEMENT

523-1 Description.

Patterned pavement is defined as a post applied surface marking material to either the pavement surface or to an imprinted pavement surface.

523-2 Materials.

Use patterned pavement products listed on the Department's Approved Product List (APL) meeting the requirements of Section 974.

Prior to installation, submit pattern and color samples to the Engineer for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Engineer.

The Engineer will take random samples of all material in accordance with the Department's Sampling, Testing and Reporting Guide schedule.

523-3 Construction Requirements.

Install patterned pavement on asphalt or concrete locations with the color and pattern as specified in the Plans. Prepare the surface and install patterned pavement in accordance with the manufacturer's installation instructions, using materials and equipment recommended and approved by the manufacturer.

Install overlay products to a thickness not exceeding 180 mils.

Patterns and variations within the installation shall comply with ADA requirements.

Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to product installation.

Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.

For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement.

Patterned pavements shall be weather resistant, friction resistant, and through normal wear, shall show no signs of failure due to tearing, stretching, rollback, blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, pavement damage, or vehicular damage.

Upon completion of the installation, the Engineer will check the area at random locations for geometric accuracy. If any of the chosen areas are found to be deficient, correct the entire patterned area at no additional cost to the Department.

Submit certification to the engineer, including the APL number and that the patterned pavement was installed in accordance with the manufacturer's installation instructions and this Section.

523-4 Method of Measurement.

The quantity to be paid will be the plan quantity in square yards of patterned pavement, completed and accepted. No deduction will be made for areas occupied by landscaping, manholes, inlets, drainage structures, or by any public utility appurtenances within the area.

523-5 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section.

Payment will be made under:

Item No. 523- 3- Patterned Pavement - per square yard.

May 9, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 4

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

1. QUESTION: Besides beneath the new F curb, where will the Option Base Group 6 be used?

ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 6 is to be used under Type F curb and areas where pavement may need repaired. The quantities provided are only estimates.**

2. QUESTION: Option Base Group 1 is shown under the proposed 6" concrete driveways. It is also shown in the 4" concrete sidewalk detail. Will OBG1 be used over the new sidewalks, if so, the OBG1 quantity will need to be increased? See standard sidewalk detail on sheet 26.

ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 1 is to be used under new driveways and new sidewalk. The quantities provided are only estimates.**

3. QUESTION: where will Type B Stabilization 3,100 SY work be performed. I see it shows beneath the new F curb, but where else?

ANSWER: **Item 160-4 Type B Stabilization (12" thick) is required under new Type F curb, under new pavement (in case of repair) and where paver crosswalks are removed and replaced with stamped asphalt crosswalks. The quantities provided are only estimates.**

4. QUESTION: May we submit the Avenue D bid via DemandStar? The Avenue D page in DemandStar says NO ebidding is permitted. Specifications page 10 in the Instructions to Bidders say DemandStar submission is permitted.

ANSWER: **Yes, you can submit your bid via DemandStar.**

5. **QUESTION:** Does the City have any soil borings or pavement core reports for this site?

ANSWER: **No**

6. **QUESTION:** Page 59, Exhibit C, Section 101-1A Mobilization: Regarding the as-builts, will all new concrete work and asphalt paving need to be as-built? We have 2 new curb inlets to install, which can be as-built, but what else is required? Page 139, Exhibit E Section 26.4.1 shows a longer list of items to as-built. Please clarify what items will need to be as-built.

ANSWER: **All new construction between N 29th Street and N 25th Street including sidewalk, curb, driveways will need to be as-built, relocated utility facilities within the limits of the work, limits of milling/overlay.**

7. **QUESTION:** Page 121, Exhibit E, Section 7.7.2: Please confirm which party is responsible for testing. The bid form has a lump sum item for testing but Exhibit E seems to contradict.

ANSWER: **Bid Item 101-B takes precedence. All inspection reports will be submitted to the City for confirmation and approval.**

8. **QUESTION:** Addendum 3, specification section 523: Will this mill and resurface project be considered a new asphalt roadway? "For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement". Will we have to wait 14 days after paving before we place the patterned pavement?

ANSWER: **In the areas where new patterned pavement is indicated, the roadway base will need to be installed in accordance with the Pavement Restoration or Pavement Patch details provided. The patterned asphalt will not require a 14 day wait.**

9. **QUESTION:** Addendum 1, Question 1: Where is the bid document may I find this? I'd like to read the entire section for context. I looked on Page 21 paragraph 4 and did not see it.

ANSWER: **The Addendum 1 Question 1: Dated April 24, 2025, is for RFQ No 2025-022 for Professional Engineering and Surveying Services and does not apply to this Bid No 2025-024.**

10. **QUESTION:** Does item " 110-4A removal of existing Concrete" include the removal of existing brick pavers ?

ANSWER: **Yes**

12. QUESTION: What locations will the Type B Stabilization be placed?

ANSWER: **Please see previous responses.**

13. QUESTION: The brick paver islands near the roundabouts are in disrepair and Are not indicated in the plans. Is it the city's intent that the awarded Contractor will not repair these locations?

ANSWER: **The repair of these islands is not included in this contract.**

14. QUESTION: Could the city verify the quantity and placement locations of the Type B Stabilization? Based on the details given, the 'Type "F" Curb and Gutter with join details had Type B stabilization going underneath The F curb 6 inches from the back of curb. But on the pavement With curb and gutter and sidewalk detail, it shows Type B stabilization going back to the right of way. Is it the cities intent to have type B stabilization underneath the 4&6 inch sidewalk?

ANSWER: **Three details show the Type B Stabilization (12" Thick): Type F Curb and Gutter, Pavement with Curb and Gutter and Sidewalk, Stamped Asphalt Crosswalk Replacement Section. Each detail shows the Type B Stabilization extending 6" beyond the curb. Refer to the isometric view.**

15. QUESTION: Could a Clearing and grubbing item be provided for other incidental removals?

ANSWER: **No**

16. QUESTION: The "Vehicle detection system – video furnishing install above ground system" item has a quantity of 4. Based off the plans there are also 6 loop assemblies. Will a bid item be provided for these items?

ANSWER: **Vehicle Loop Detectors are not needed when converting to a video vehicle detection system.**

All other conditions of this bid remain the same.

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

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

May 15, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 5

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

1. QUESTION: The document provided for the overhead sign is sheet 8, are there any other document for the overhead sign?

ANSWER: **Sheet 8 is the only document that contains information related to the Overhead Sign Structure (called the District Brand Archway Signs). The only other document was provided at the Mandatory Pre-Bid Meeting with the specific logo of the Lincoln Park district. The "Peacock Arts District" logo does not apply on Avenue D.**

2. QUESTION: The document provided for the overhead sign says Don Bell sign will Fabricate and install the sign. Is it the city intent to have the awarded contractor install the structurer ?

ANSWER: **The awarded contractor is responsible for installing the structure.**

3. QUESTION: Will details be provided for the footer of the overhead sign structure?

ANSWER: **All information currently available to the City was provided with the bid documents. Additional information for the overhead sign structure will be coordinated with the awarded contractor.**

4. QUESTION: Where will the Overhead sign be placed? I don't see any reference in the plans.

ANSWER: **The precise location has not been determined and will need to be coordinated.**

5. QUESTION: Do we replace only the sign listed or the entire assembly ?

ANSWER: **There is currently no overhead sign structure on the corridor. The entire assembly is to constructed under this project.**

6. **QUESTION:** Will the bid items “Single Post Sign, F&I, Ground Mount, up to 12 SF” include the street sign on the stop signs ?

ANSWER: **Yes.**

All other conditions of this bid remain the same.

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

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

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

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

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

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

To: Gelencia Carter, Purchasing Manager

From:

Through:

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

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Selena Griffett, Project Engineer**

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

SUBJECT: **Bid No. 2025-024– Avenue D Resurfacing From (29th Street to US 1)**

DATE: **May 27, 2025**

On February 10, 2025, the Purchasing Division received specifications to go out for bid on the above subject project. The bid was advertised on April 17 and April 24, 2025, with a scheduled opening at 3:00 PM on May 20, 2025.

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

Attached is the tabulation sheet and bid response checklist for the above-referenced bid. In total, three (3) submissions were received electronically, and one (1) submissions was received by delivery. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 1009 vendors. Thirty- two (32) vendors requested specifications with four (4) responding (12.5%) plus 0 "No Bid" (12.5% total response).

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

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

/mg

Attachment

cc: Mark Zrallack P.E., City Engineer
Johnna Morris, Finance Director

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**AVENUE D RESURFACING FROM (29th Street to US 1)**
BID NUMBER:	**2025-024**
OPENING DATE:	05/20/25 @ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 32 = 12.5%
0 "No Bids"
Total = 12.5%

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

VENDOR NAME	BID BOND	TOTAL BID PRICE
PRP Construction Group, LLC ***Indiantown, FL***	**10%**	**$2,664,818.50**
C.W. Roberts Contracting, Inc ***Palm City, FL***	**10%**	**$4,072,873.50**
Ranger Construction Industries, Inc ***Ft. Pierce, FL***	**10%**	**$4,255,912.50**
Cathcart Construction Company- Florida ***Winter Springs, FL***	**10%**	**$5,396,196.00**

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

FPRA Regular Meeting - 5:05 PM **7. C.**

Meeting Date: September 9, 2025

Re: 1109 Delaware Ave - Comm Facade Agreement

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Approval of Grant Agreement for Commercial Facade improvement at 1109 Delaware Ave - Monarch Lee Homes, LLC in the amount of $25,000

FPRA REDEVELOPMENT GOAL/POLICY:

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Approve the grant agreement as presented.

ALTERNATIVES:

Deny or provide alternative direction.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 104-9400-583400

Amount: 25,000

FISCAL IMPACT:

The FPRA Board approved $300,000 in funding for the Commercial Facade Grant program for FY 2025 in July 2024.

The FPRA Board approved the award for $25,000 at the 8/12/25 meeting.

Attachments

Memo from CAO
1109 Delaware Ave Agreement
Application Packet

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: 1109 Delaware Ave - Comm. Facade Grant Agreement

CAO RLS FILE: 25-278

DATE: August 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Commercial Façade Agreement for 1109 Delaware Avenue. The standard agreement has been previously reviewed by this Office, with the addition requested to paragraph 2, and is approved as to form and correctness.

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

Thank you.

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of September 2025, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and MONARCH LEE HOMES, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, the Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for façade renovations at the property located at 1109 Delaware Avenue, Fort Pierce, FL (Parcel ID: 2409-823-0027-000-3) (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the Property by installing new impact-resistant windows and doors, applying stucco to the exterior, painting the exterior, adding permanent landscaping to the front and sides of the building, and constructing a handicap-accessible ramp; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $25,000 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 1109 Delaware Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package that was reviewed by City staff and approved by the FPRA Board, which is set forth in Appendix B ("Application"). Additionally, the Project Development Plan, to include the overall look and composition of the façade, must adhere to the City of Fort Pierce's Architectural Design Standards.

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and

information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Monarch Lee Homes, LLC 1109 Delaware Ave Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

18. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of

this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

19. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

20. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

21. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

22. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

OWNER/RECIPIENT:

MONARCH LEE HOMES, LLC by

Sign: _____

Print: _____

Title: _____

Date: _____

CITY WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Print: Linda Hudson

As its: Chair

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
Agency Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

1109 DELAWARE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Monarch Lee Homes, LLC, for the renovation of property located at 1109 Delaware Avenue. This grant will provide funds to assist the Recipient improve the property. The purpose of the intended renovation is to substantially improve the façade of the Property by installing new impact-resistant windows and doors, applying stucco to the exterior, painting the exterior, adding permanent landscaping to the front and sides of the building, and constructing a handicap-accessible ramp.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvement included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. FPRA Reimbursement Request Form
B. Completed W-9, as required by law, for the Recipient of the grant funds.
C. Copies of all required closed permits.
D. Copies of all invoices
E. Proof of payment (Cancelled checks or bank statements)
F. Photographs of the work undertaken
G. Releases of liens (if applicable)
H. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by March 9, 2027.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

APPENDIX “B”

APPLICATION PACKET

1109 DELAWARE AVENUE FORT PIERCE, FL 34950

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24066

Date Submitted: 5/28/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- The application period is open April 17, 2025 until June 17,2025 or until funds are exhausted.
- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2409-823-0027-000-3

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

1109 Delaware Ave

Property Owner (As recorded on Warranty Deed):*

Monarch Lee Homes LLC

Building's Existing Use(s):*

office

Building's New Use(s) (if applicable):

office

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Monarch Lee Homes LLC

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Owner

Email Address:*

yvonnep0206@gmail.com

Cell Phone Number: *

7725796355

Business Information:

Legal Business Name:

Monarch Lee Homes LLC

Federal Employer Identification Number / Tax ID:

83-2271778

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Office

Business Phone Number*

7725796356

Website (If applicable)

Mailing Address (If different):

6395 S Header Canal Road, Port St Lucie, FL 34987

Number of Years in Business:*

7

Number of Years at Current Address:*

4

If not currently open for business at this location, when do you expect to open?

25

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

$51,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

30 to 45 days

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [x] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

New impact windows and doors. Replace any rotted wood, Stucco and paint exterior. Add Handicap ramp, landscape.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

1109 Delaware Front .jpg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

1109 Delaware Front 2.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

1 1 0 9.png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Screenshot 2025-05-28 105639.png

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

1109 Del APP.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

1109 Delaware JPM.pdf

Cost Estimate #2

1109 Delaware letter of intent.pdf

Signature

Electronic Signature*

yvonne poindexter

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

Grant Application Narrative – 1109 Delaware Ave, Fort Pierce, FL

We respectfully submit this application for funding to support the revitalization of **1109 Delaware Ave**, a property located in a designated redevelopment area within the Fort Pierce Redevelopment Agency (FPRA) district. This highly visible and historically significant structure has suffered extensive deterioration over time, contributing to the surrounding area's decline. With strategic investment, this property can be transformed into a beacon of renewal that supports the broader goals of the FPRA Plan.

1. Why This Property Should Be Selected for Funding

1109 Delaware Ave is situated along a key corridor in Fort Pierce and is central to community life and economic activity. Due to its prominent location and current dilapidated state, the property stands as a clear example of blight within the FPRA boundaries. Investing in this site will serve as a catalyst for further redevelopment, boosting morale among residents and encouraging private investment in adjacent properties. It offers a highly visible opportunity to demonstrate the transformative power of the grant program.

2. Need for Financial Assistance

Given the extent of the property's disrepair, the scope and cost of necessary renovations are significant. Financial assistance from the FPRA grant is therefore essential to launch and complete this project. Without this funding, 1109 Delaware Ave will continue to deteriorate, worsening the area's appearance and economic outlook.

3. Elimination of Slum and Blight

The proposed improvements include exterior renovations, new windows and doors, fresh paint, and landscaping. These enhancements will eliminate visible decay and restore safety, functionality, and beauty to the property. The surrounding neighborhood will benefit as the blight is replaced by a well-maintained, inviting structure. The project directly supports the FPRA's mission to eliminate slum conditions and promote neighborhood revitalization.

4. Design Innovation and Neighborhood Compatibility

Design elements will blend historic character with modern resilience—maintaining the building's original charm while introducing clean, contemporary lines, decorative accents, and pedestrian-friendly lighting. The upgrades are intended to be durable, low-maintenance, and visually striking, aligning with the neighborhood's architectural language while contributing to a forward-looking community image.

5. Community Benefit and Positive Public Outcomes

This revitalization project will have a ripple effect throughout the area. Beyond visual improvement, the rehabilitated property will contribute to increased property values, enhanced safety, and potentially house new local services, businesses, or community organizations. The project demonstrates a commitment to reinvesting in underserved areas and will inspire confidence among residents, business owners, and investors. Ultimately, it will help create a cleaner, safer, and more vibrant community hub for Fort Pierce residents.

6. Alignment with FPRA Plan Goals

The proposed improvements at 1109 Delaware Ave align directly with the goals of the FPRA Redevelopment Plan, including:

- Elimination of slum and blight
- Encouragement of private investment in redevelopment areas
- Enhancement of visual and structural quality of existing buildings
- Promotion of sustainable, long-lasting development practices
- Strengthening of neighborhood identity and community pride

This project exemplifies the type of impactful redevelopment envisioned by the FPRA and serves as a model for how targeted funding can deliver lasting community benefit.

---

413 SW Silver Palm Cove Port St Lucie, FL 34986

July 7, 2025 Amended July 29, 2025

PROJECT ESTIMATE

Property Location: 1109 Delaware Ave, Fort Pierce, FL 34950
Total Cost: $51,000

Scope of Work
○ Supply labor and materials to stucco exterior.
○ Supply labor and materials to paint the exterior.
○ Supply labor and materials to install impact windows and doors.
○ Supply labor and materials to landscape front and sides of building
○ Supply labor and materials to build handicap ramp.
○ Remove and dispose of all debris
○ Permit related fees.

Timeline
Once permit is received, work to be performed in a timely manner. The estimated time frame is 30 to 45 days.



LETTER OF INTENT

June 10, 2025

Dear Monarch Lee Homes,

Stormtroopers Home Improvement intends to complete the work as follows at the location of 1109 Delaware Ave, Fort Pierce, FL 34950. This is an estimate only. The following is an explanation of the work to be completed at an estimated price. We can not finalize price, details, and finishes until we have architectural drawings drafted and the finishes picked out to give a more accurate price. If the letter of intent is approved, we will supply the customer with allowances and a payment schedule. Please find our estimate as follows:

TOTAL COST FOR THE BELLOW SCOPE OF WORK: $54,675.00

STUCCO
Work to be performed on the walls only. no soffits are to be stuccoed
Supply the labor and material to install new tyvek, felt back lath, and stucco

EXTERIOR PAINT
Supply the labor and materials to paint the exterior
Prep - Customer to cut back bushes, trees, and shrubs
Paint and prime - Prime home with stucco primer sealer. Tinted first coat
Paint and prime - Prime home with oil wood primer where needed
Paint and prime - Paint the body and trim
Paint and primer - Satin finish

WINDOWS / DOORS
Windows: Supply the labor and material to replace exterior windows
The following is quoted:
PGT VINYL
Glass color: clear
Frame color:
Turtle code: no
Low E: none
Privacy glass: none
Screen type : none
Grid type: none
Key lock: none
Lead time for windows (from order) :
Hardware pricing is not included / Customer to Provide
Price does not include the cost of new casing, drywall, trim,siding or stucco repair.
Price does not include the cost of window bucs or furring strips
Price does not include any painting
PLEASE NOTE : If customer has requested non impact windows and cannot provide proof of approved shutters, additional charges will occur

GENERAL CONDITIONS
Permit - The customer is to reimburse the contractor all costs in order to obtain the permit. Contractor to supply receipts to the customer.
Permit Document preparation is included
Trash/dumpster - Removal of contractors trash is included in estimate

Delivery - unless otherwise noted, the price does not include the delivery of any products not supplied by the contractor. NOTE: Unless otherwise noted, any materials that are required to have a delivery that are not contractor supplied, there will be additional charges

Cleaning - Contractor and their Subcontractors will ensure that no installation waste remains on the external walkways, stairwells, elevator, or parking lot of the facility at the end of each day of work. Any waste will be immediately removed.

Schedule - Contractor to provide customer with a schedule at the start of the job identifying the individual work tasks and their anticipated dates of performance. This schedule will be reviewed regularly to account for any necessary updates and changes.

Start of work - Work will start within 2-3 weeks once we have the permit. All materials must be on site before work is started.

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:34:49 PM 6/18/2025

Licensee Information

Name:	**MCKENNA, EDWARD S (Primary Name)**
	STORMTROOPERS HOME IMPROVEMENT L.L.C (DBA Name)
Main Address:	**614 GRANADEER ST** **PORT ST LUCIE Florida 34983**
County:	**ST. LUCIE**
License Location:	**104 NE ELDERBERRY TERRACE** **JENSEN BEACH FL 34957**
County:	**MARTIN**

License Information

License Type:	**Certified Building Contractor**
Rank:	**Cert Building**
License Number:	**CBC1258324**
Status:	**Current,Active**
Licensure Date:	**10/19/2010**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**10/19/2010**

Alternate Names

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

5:01:20 PM 7/8/2025

Licensee Information

Name:	**EHRSAM, HOWARD ERNEST (Primary Name)**
	MIGHTER'S LLC (DBA Name)
Main Address:	**10747 TOWERBRIDGE CIR** **LITTLETON Colorado 80130**
County:	**OUT OF STATE**
License Location:	**413 SW SILVER PALM CV** **PORT ST LUCIE FL 34986**
County:	**ST. LUCIE**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1528781**
Status:	**Current,Active**
Licensure Date:	**03/11/2020**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**11/18/2024**

Alternate Names

View Related License Information
View License Complaint






















1109

SAMPLES OF PERMANENT LANDSCAPING





From: Lauryn Bly
To: Miriam Garcia
Cc: Katherine Calderon
Subject: RE: 1109 Delaware Ave - 2409-823-0027-000-3
Date: Thursday, May 29, 2025 2:16:41 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	1109 Delaware Ave	__x__ IS IN THE CITY
PARCEL ID#:	2409-823-0027-000-3	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Lauryn Bly | Administrative Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3158 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, May 28, 2025 12:05 PM
To: Lauryn Bly <lbly@cityoffortpierce.com>; Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 1109 Delaware Ave - 2409-823-0027-000-3

Good afternoon,

The property owner of 1109 Delaware applied for a commercial façade grant.

At your convenience, please provide a lien search for the following property:

FPRA Regular Meeting - 5:05 PM **7. D.**

Meeting Date: September 9, 2025
Re: 510 Orange Ave - Comm. Facade Grant Agreement
Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of Grant Agreement for Commercial Facade improvement at 510 Orange Avenue - Bunwin, Inc. in the amount of $25,000.

FPRA REDEVELOPMENT GOAL/POLICY:

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Approve the grant agreement as presented.

ALTERNATIVES:

Deny or provide alternative direction.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 104-9400-583400
Amount: 25,000

FISCAL IMPACT:

The FPRA Board approved $300,000 in funding for the Commercial Facade Grant program for FY 2025 in July 2024.

The FPRA Board approved the award for $25,000 at the 8/12/25 meeting.

Attachments

Memo from CAO
510 Orange Ave Agreement
Application Packet

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: 510 Orange Ave - Comm. Facade Grant Agreement

CAO RLS FILE: 25-277

DATE: August 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Commercial Façade Agreement for 510 Orange Avenue. The standard agreement has been previously reviewed by this Office, with the addition requested to paragraph 2, and is approved as to form and correctness.

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

Thank you.

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of September 2025, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and BUNWIN, INC., a Florida Corporation, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, the Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for façade renovations at the property located at 510 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-606-0004-000-3) (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the Property by paving and striping the parking lot, repairing the awning/canopy, improving landscaping, installing exterior front entrance flooring, adding exterior lighting, painting the exterior, and installing a fence; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $25,000 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 510 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package that was reviewed by City staff and approved by the FPRA Board, which is set forth in Appendix B ("Application"). Additionally, the Project Development Plan, to include the overall look and composition of the façade, must adhere to the City of Fort Pierce's Architectural Design Standards.

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and

information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Bunwin, Inc. 111 Orange Avenue Suite 300 Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

18. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of

this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

19. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

20. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

21. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

22. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

OWNER/RECIPIENT:

BUNWIN, INC., by

Sign: _____

Print: _____

Title: _____

Date: _____

CITY WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Print: Linda Hudson

As its: Chair

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
Agency Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

510 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Bunwin, Inc., for the renovation of property located at 510 Orange Avenue. This grant will provide funds to assist the Recipient improve the property. The purpose of the intended renovation is to substantially improve the façade of the Property by paving and striping the parking lot, repairing the awning/canopy, improving landscaping, installing exterior front entrance flooring, adding exterior lighting, painting the exterior, and installing a fence.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvement included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. FPRA Reimbursement Request Form
B. Completed W-9, as required by law, for the Recipient of the grant funds.
C. Copies of all required closed permits.
D. Copies of all invoices
E. Proof of payment (Cancelled checks or bank statements)
F. Photographs of the work undertaken
G. Releases of liens (if applicable)
H. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by March 9, 2027.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

APPENDIX “B”

APPLICATION PACKET

510 ORANGE AVENUE FORT PIERCE, FL 34950

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24096

Date Submitted: 6/12/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- The application period is open April 17, 2025 until June 17,2025 or until funds are exhausted.
- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-606-0004-000-3

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

510 Orange Ave

Property Owner (As recorded on Warranty Deed):*

Bunwin, Inc

Building's Existing Use(s):*

Vacant

Building's New Use(s) (if applicable):

School

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

5 year

Applicant Information:

Applicant Name:*

Bunwin, Inc.

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Legacy School

Email Address:*

hovenre@gmail.com

Cell Phone Number: *

5617623732

Business Information:

Legal Business Name:

Bunwin, Inc.

Federal Employer Identification Number / Tax ID:

65-0383064

Business Structure*

- (●) Corporation
- ( ) LLC
- ( ) Partnership
- ( ) Nonprofit
- ( ) Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Eductional Use (new)

Business Phone Number*

5617623732

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

new

Number of Years at Current Address:*

new

If not currently open for business at this location, when do you expect to open?

August 2026

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

$75,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

6 months

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [ ] Siding/Stucco
- [ ] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [x] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [x] Decorative Walls & Fencing
- [ ] Security Camera System
- [x] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

We are planning several key renovations to enhance the overall appearance, functionality, and safety of our facility. These improvements include upgrading the landscaping, repaving the parking lot, and adding exterior lighting. Enhancing the landscaping will significantly boost the property's curb appeal, creating a more welcoming and attractive environment for families and community members. Replacing and repaving the parking lot will not only improve its visual appeal but also provide a smoother and safer experience for vehicles and pedestrians. Additionally, the installation of upgraded lighting throughout the exterior areas will greatly increase safety, particularly during early morning drop-offs and evening events—benefiting the students we serve and the surrounding community. Together, these improvements reflect our commitment to maintaining a secure, inviting, and community-oriented educational space.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

Resized_20240501.jpeg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

Resized_20240501.jpeg

Design Proposal/Construction Plans for the Proposed Improvements:*

510 Orange Legacy Plan.pdf

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

510 Orange Legacy POF.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

510 Orange Legacy Plan.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

510 Bid Graham.pdf

Cost Estimate #2

510 Orange Bid Innov.pdf

Signature

Electronic Signature*

Steven Tarr

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

From: **Bryan Vargas** <bryanvargas1990@gmail.com>
Date: Sun, May 25, 2025 at 4:56 PM
Subject: Re: 510 Orange
To: Legacy Consortium <legacyconsortiumllc@gmail.com>

These are the plans for outside.

We are planning several key renovations to enhance the overall appearance, functionality, and safety of our facility. These improvements include upgrading the landscaping, repaving the parking lot, and adding exterior lighting. Enhancing the landscaping will significantly boost the property's curb appeal, creating a more welcoming and attractive environment for families and community members. Replacing and repaving the parking lot will not only improve its visual appeal but also provide a smoother and safer experience for vehicles and pedestrians. Additionally, the installation of upgraded lighting throughout the exterior areas will greatly increase safety, particularly during early morning drop-offs and evening events—benefiting the students we serve and the surrounding community. Together, these improvements reflect our commitment to maintaining a secure, inviting, and community-oriented educational space.

DCC
Di Pompeo
Construction Corporation
CGC #037741 • A Family Tradition Since 1927
General Contractor • Design Builder • Construction Manager

Bunwin, Inc.
Attn: Steve Tarr

July 24, 2025

Project: 510 Orange Ave

Per your request we propose to perform the following:

1. Pavement and striping.
2. Awning/canopy repairs.
3. Landscaping improvements.
4. Exterior front entrance flooring install.
5. Recirculate driving patterns for dropoff.
6. Install exterior lighting.
7. Paint exterior.
8. Install fencing.

Our total price would be $73,900 utilizing an AIA contract form.

Thank you so much for the opportunity.

Sincerely,

Di Pompeo Construction Corp.

John Di Pompeo Jr
President

www.dipompeoconstruction.com
111 Orange Avenue, Suite #318, Fort Pierce, Florida 34950 • Telephone: (772) 932-4013
2301 N.W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646

Graham williams
811 sw rocky bayou terrace
Psl, Fl, 34986

INVOICE

Steve Tar
510Orange Av
Fort Pierce, FL, 34986

Invoice #	0000426
Invoice Date	06/12/2025
Due Date	06/12/2025

Item	Description	Unit Price	Quantity	Amount
Service		73000.00	1.00	73,000.00

NOTES: Improvements project:
1. Pavement and striping.
2. Awning/canopy repairs.
3. Landscaping improvements.
4. Exterior front entrance flooring install.
5. Recirculate driving patterns for dropoff.
6. Install exterior lighting.
7. Paint exterior.
8. Install fencing.
9. 20% is due upon approval of work to begin

Subtotal	73,000.00
Total	73,000.00
Amount Paid	0.00
Balance Due	$73,000.00

510 Orange Ave Improvements Quote

1 message

J B <jwb0409@yahoo.com> Thu, Jun 12, 2025 at 7:13 AM
To: Steve Tarr <Hovenre@gmail.com>

innovative Carpentry Services
Re: Quote for 510 Orange Ave Improvements

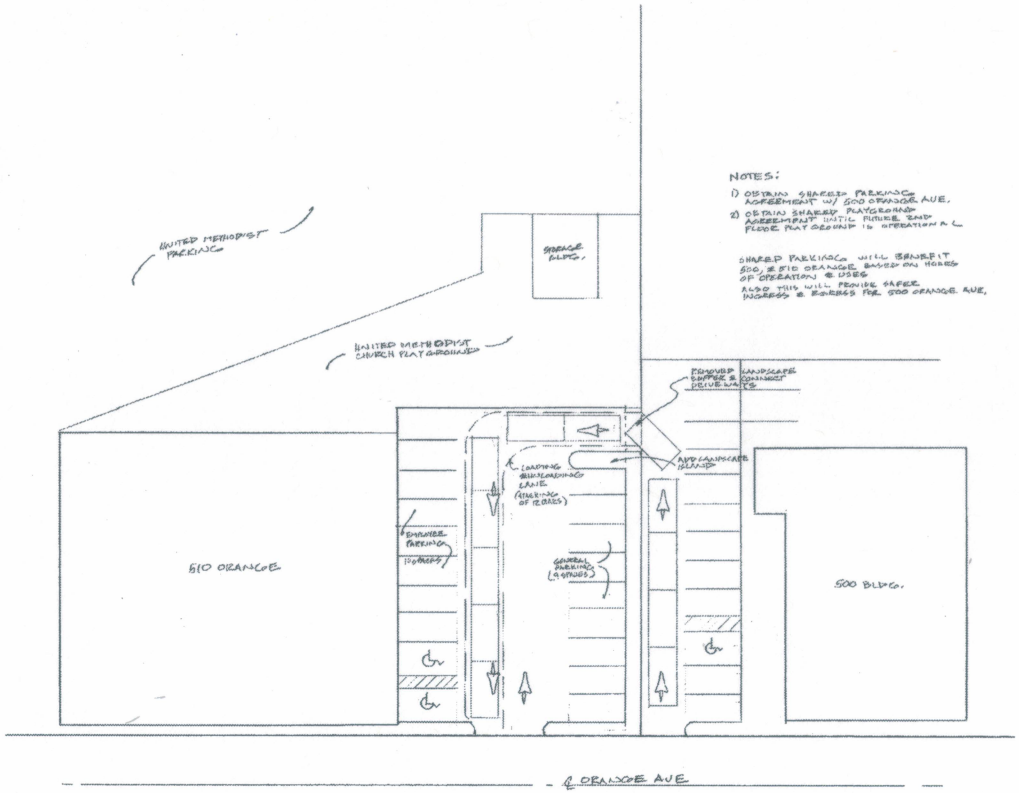
> Improvements project:
> 1. Pavement and striping.
> 2. Awning/canopy repairs.
> 3. Landscaping improvements.
> 4. Exterior front entrance flooring install.
> 5. Recirculate driving patterns for dropoff.
> 6. Install exterior lighting.
> 7. Paint exterior.
> 8. Install fencing.

Estimated Total: $75,000

Peter Kafel
Creative Design Contracting Co. Inc.
CGC1512898
Re: Quote for 510 Orange Ave
Improvements

Improvements project:
1. Pavement and striping.
2. Awning/canopy repairs.
3. Landscaping improvements.
4. Exterior front entrance flooring install.
5. Recirculate driving patterns for dropoff.
6. Install exterior lighting.
7. Paint exterior.
8. Install fencing.

Estimated Total: $75,000



PLOT PLAN

NORTH ↑

1"=20'

ARCHITECT

Architectonic Inc

808 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772.460.7781

WWW.ARCHITECTONICINC.COM

STATE REG.#AR98698

COPYRIGHT 2024

PROJECT

LEGACY CONSORTIUM
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. BEAL, AIA
AR98698

REVISIONS

NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

P-1 OF 1

PROJECT NUMBER C25019

DATE









From: Katherine Calderon
To: Miriam Garcia; Lauryn Bly
Subject: RE: 510 Orange Ave - 2410-606-0004-000-3
Date: Wednesday, June 11, 2025 11:24:01 AM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	510 Orange Ave	__x__ IS IN THE CITY
PARCEL ID#:	2410-606-0004-000-3	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Tuesday, June 10, 2025 2:26 PM
To: Lauryn Bly <lbly@cityoffortpierce.com>
Cc: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 510 Orange Ave - 2410-606-0004-000-3

Good afternoon,

The property owner of 510 Orange Avenue applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

510 Orange Ave - 2410-606-0004-000-3

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development
City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

ADDITIONAL INFORMATION RECEIVED 8/6/25

At our core, we are a community-centered school—deeply rooted in the vibrant fabric of our local neighborhood and committed to being a place of learning, connection, and pride. As we continue to grow and establish ourselves as the "Home of the Peacocks," we are embracing the unique identity of our downtown location and making meaningful investments to create a school environment that reflects the heart and soul of the community we serve.

We are excited to announce a series of key renovations that will enhance the appearance, safety, and overall functionality of our campus. These upgrades are not just about improving a building—they're about uplifting a space that so many of our students, families, and staff call home during the school day. They are a reflection of our belief that every child deserves to walk into a school that is safe, beautiful, and filled with a sense of purpose and belonging.

One of our first major improvements will be the installation of school signage on the building itself—clearly and proudly identifying who we are. This visible statement of identity will ensure that our students know they belong here and that our community can recognize and support the important work happening inside our walls.

We are also adding custom graphic coverings to the school windows. These coverings will not only enhance the visual appeal of our building but also provide an added layer of safety. The material allows those inside to see out while preventing visibility from the outside in—offering privacy, security, and peace of mind for students and staff alike.

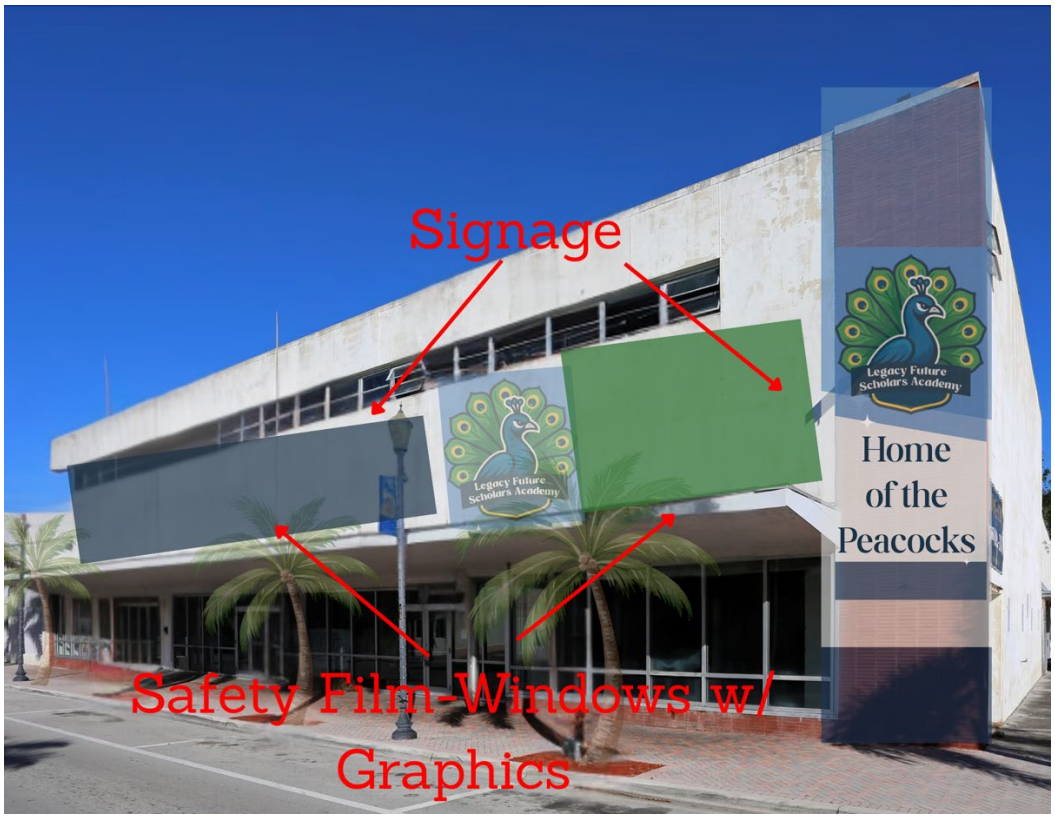
In addition, we are investing in thoughtful landscaping upgrades to beautify our campus and create a welcoming first impression. The landscape surrounding the school will be refreshed and consistently maintained, with new greenery and design features added to both the front of the building and along the side area by the parking lot. These enhancements will provide a more inviting atmosphere for families at arrival and dismissal and help foster pride in our school among students and neighbors.

Our parking lot will also be completely repaved, addressing wear and tear to ensure a smoother, safer experience for both drivers and pedestrians. This improvement, coupled with the addition of upgraded exterior lighting, will make early morning drop-offs and evening events more accessible, secure, and enjoyable for everyone.

Together, these upgrades are much more than physical improvements—they are a tangible representation of our commitment to excellence, safety, and community. As we make these changes, we are building more than just a school; we are building a beacon of hope, pride, and possibility for our students and families.

We are incredibly grateful for the opportunity to serve this community, and we look forward to continuing to grow and thrive—together.

ADDITIONAL INFORMATION RECEIVED 8/6/25





FPRA Regular Meeting - 5:05 PM **7. E.**

Meeting Date: September 9, 2025

Re: 722 Orange Ave - Comm Facade Agreement

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Grant Agreement for Commercial Facade improvement at 722 Orange Avenue - Botanical Sanctuary, LLC in the amount of $25,000

FPRA REDEVELOPMENT GOAL/POLICY:

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Approve the grant agreement as presented.

ALTERNATIVES:

Deny or provide alternative direction

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 104-9400-583400

Amount: 25,000

FISCAL IMPACT:

The FPRA Board approved $300,000 in funding for the Commercial Facade Grant program for FY 2025 in July 2024.

The FPRA Board approved the award for $25,000 at the 8/12/25 meeting.

Attachments

Memo from CAO
722 Orange Avenue Agreement
Application Packet with updated renderings

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: 722 Orange Ave - Comm. Facade Grant Agreement

CAO RLS FILE: 25-275

DATE: August 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Commercial Façade Agreement for 722 Orange Avenue. The standard agreement has been previously reviewed by this Office, with the addition requested to paragraph 2, and is approved as to form and correctness.

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

Thank you.

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this 9th day of September 2025, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and BOTANICAL SANCTUARY, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, the Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for façade renovations at the property located at 722 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-604-0080-000-3), which includes three units known as 722, 724, and 726, as well as a vacant lot situated to the west of the building (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade and overall functionality of the Property by installing new impact-resistant windows and replacing the front door on Unit 722; replacing the roof on Unit 726; relocating the perimeter fence from the south side of the property to the north side; installing a paver area adjacent to the west side of the building; finishing all remaining vacant portions of the parcel not occupied by pavers with gravel; and developing a patio area, as illustrated in the attached renderings, which will include outdoor seating such as picnic tables and decorative hanging patio lights; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $25,000 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 722 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package that was reviewed by City staff and approved by the FPRA Board, which is set forth in Appendix B ("Application"). Additionally, the Project Development Plan, to include the overall look and composition of the façade, must adhere to the City of Fort Pierce's Architectural Design Standards.

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Botanical Sanctuary, LLC 117 Orange Ave Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

18. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

19. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

20. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

21. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

22. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: Dale Van der lugt
Print: Dale van der Lugt
Date: 09/04/25

Sign: Emily Fingerhut
Print: Emily Fingerhut
Date: 09/04/25

OWNER/RECIPIENT:

BOTANICAL SANCTUARY, LLC by

Sign: Gustavo Gutierrez
Print: Gustavo Gutierrez
Title: _____
Date: 09/03/25

CITY WITNESSES:

Sign: _____
Print: _____
Date: _____

Sign: _____
Print: _____
Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Print: Linda Hudson
As its: Chair
Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
Agency Attorney

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

722 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Botanical Sanctuary, LLC, for the renovation of property located at 722 Orange Avenue. This grant will provide funds to assist the Recipient improve the property. The purpose of the intended renovation is to substantially improve the façade and overall functionality of the Property by installing new impact-resistant windows and replacing the front door on Unit 722; replacing the roof on Unit 726; relocating the perimeter fence from the south side of the property to the north side; installing a paver area adjacent to the west side of the building; finishing all remaining vacant portions of the parcel not occupied by pavers with gravel; and developing a patio area, as illustrated in the attached renderings, which will include outdoor seating such as picnic tables and decorative hanging patio lights.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvement included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. FPRA Reimbursement Request Form
B. Completed W-9, as required by law, for the Recipient of the grant funds.
C. Copies of all required closed permits.
D. Copies of all invoices
E. Proof of payment (Cancelled checks or bank statements)
F. Photographs of the work undertaken
G. Releases of liens (if applicable)
H. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by March 9, 2027.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

Authentisign ID: 269DE758-B489-F011-B484-00224822F75A

APPENDIX “B”

APPLICATION PACKET

722 ORANGE AVENUE FORT PIERCE, FL 34950

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24043

Date Submitted: 5/17/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- The application period is open April 17, 2025 until June 17,2025 or until funds are exhausted.
- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-604-0080-000-3

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

722 Orange Ave Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Botanical Sanctuary LLC

Building's Existing Use(s):*

Retail

Building's New Use(s) (if applicable):

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Admin

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Botanical Sanctuary LLC

Federal Employer Identification Number / Tax ID:

47-1749190

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

retail

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

1

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

57,075.79

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

December 2025

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [x] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

To remove the bars and gate that currently exist on the windows of unit 722, and replace it with impact glass. To replace the roof of unit 726, which is currently rusted and full of holes. And, to update the unusable/vacant lot on the west side of 726 to a gravel parkway, with pavers on the east side of the building.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

As Is.jpeg

Color photograph of the existing condition of the FRONT of building (2 of 2):*

722 2nd photo.png

Design Proposal/Construction Plans for the Proposed Improvements:*

Updated rough sketches.jpg

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Botanical Sanctuary proof of funding.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

Combined Aprooved Ests.pdf

Cost Estimate #2

Combined Refused Estimates.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

From: Lauryn Bly
To: Miriam Garcia
Cc: Katherine Calderon
Subject: RE: 722 Orange Ave - 2410-604-0080-000-3
Date: Wednesday, May 14, 2025 4:34:12 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	722 Orange Ave	__x__ IS IN THE CITY
PARCEL ID#:	2410-604-0080-000-3	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Lauryn Bly | Administrative Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3158 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, May 14, 2025 11:51 AM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 722 Orange Ave - 2410-604-0080-000-3

Hi Kat,

Please provide a lien search for the following property:

722 Orange Ave - 2410-604-0080-000-3

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development
City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com


FOR LEASE
772-801-5729

Updated 722 Windows



Updated 726 West Lot



Updated 726 Roof



Explain why this property should be selected to receive funding through the grant program.

This property should be selected to receive funding because Botanical Sanctuary LLC plans of beautifying and restoring Fort Pierce and the Peacock Art District aligns with FPRA's overall goals to do the same. This grant would supply us with the incentive to move these plans forward.

Describe the need for financial assistance and why this funding is critical to the completion of your project.

This funding will help ensure these projects get done in a timely manner, allowing us to speed up our long-term plan of renovation and beautification. Without these funds, our process for butifing and revitalizing our properties would be pushed back to an unknown date in the future.

Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.

Botanical Sanctuary plans a 3-fold system for beautification and the elimination of blight: The first, is to remove the bars and gate that currently exist on the windows of unit 722, and replace it with impact glass. This ensures the safety of the retail goods inside, while removing negative connotations and perceived blight around bard windows. Secondly, we plan to replace the roof of unit 726, which is currently rusted and full of holes. This will ensure the inhabitability and safety of the unit, and help relieve the blight currently presented by the old rusty roof. Thirdly, we plan to move the mobile fence currently blocking the unused/unkempt lot on the west side of 726 back to the far back section, and update the exposed lot to a gravel parkway with pavers on the east side of the building, for safer/easier egress. This should improve the overall look of the neighborhood and FPRA district, as well as turn an unusable space into a productive and beautiful area.

Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.

These proposed renovations will remain compatible with the neighborhood's architectural style, utilizing the existing façades and structure, while updating the functionality of the elements being updated. The windows will still be protected and safe, by using impact glass rather than rusted bars, the roof will still be metal and similarly shaped, but no longer rusted and filled wth holes, the lot will become usable and functional, while still presenting the standard old florida charm we're known for.

Describe how your project will benefit the community and generate positive outcomes for the public.

The project will generate a meaningful positive impact for the community and the general public by revitalizing and refreshing the overall look of the area, making it appear cleaner and renewed. In turn, this should help draw people by creating a well-kept, safe look to the existing area. Furthermore, Botanical Sanctuary LLC hopes to utilize the space to actively attract tourists, visitors, and the public to a beautiful and productive space.

Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

This project will address three of the main priorities of the FPRA, as outlined in the Redevelopment Plan, by restoring a neighborhood, connecting the community, and re-setting a part of the economic base. First, we will help restore the neighborhood by revitalizing and beautifying a prominent section of the PAD, continuing to support the goal of making it known as a safe and vibrant artist destination. Secondly, this project will help connect the overall community, by beautifying our functional art and retail spaces to attract local artists, kids and parents, and art connoisseurs, to safe, attractive venues. Finally, these improvements will help us contribute to resetting the economic impact this building has by making it an attractive tourist and visitor destination, directly on Orange Ave, the direct route from I-95 to Downtown Fort Pierce.

Attached are 3 estimates, 1 for each improvement, that have the better price of the estimates we received. These are the estimates we plan to move forward with.

MEGA CONSTRUCION SOLUTIONS LLC

02 APR 2025

PROPOSAL NUMBER

820874

PROPOSAL NAME

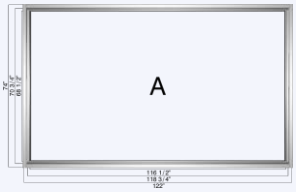
722 The Peacock Gallery

EXTERNAL PURCHASE ORDER ID

722 The Peacock Gallery

QUOTE ITEMS

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	001 (OPTION #1)	ES-8000T JUMBO - FIXED WINDOW	1 LITE	$6,041.17	1	$6,041.17



SIZE	122" X 74"
WEIGHT	689.36 LBS (313.35 KG)
AREA	62.69 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" CLEAR HS + 0.09 SGP CLEAR + 1/4" CLEAR HS + 1/2" AIR MA BLACK SPACER + 1/4" CLEAR TMP
MUNTIN	NO
SHIM SPACE	1/4" SHIM SPACE
ANCHOR TYPE	TYPE A 1/4 DIA ULTRACON
PROTECTIVE FILM	BOTH
POUR AND DEBRIDGE	YES
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
70.00	70.00

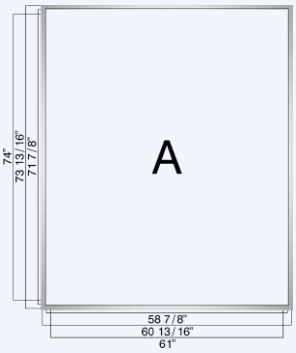
CODE FL17897

NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
70.00	70.00

CODE 20-1118.02

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
2	002 OPTION#2)	ES-EL150 - FIXED WINDOW	O	$1,511.26	2	$3,022.52



SIZE	61" X 74"
WEIGHT	172.43 LBS (78.38 KG)
AREA	31.35 FT^2
FINISH	AAMA 2604 WHITE
GLASS	3/16" CLEAR HS + 0.09 SGP CLEAR + 3/16" CLEAR HS
MUNTIN	NO
FRAME TYPE	FLANGE
PROTECTIVE FILM	NO
PRE-GLAZED?	YES

FBC CERTIFICATION

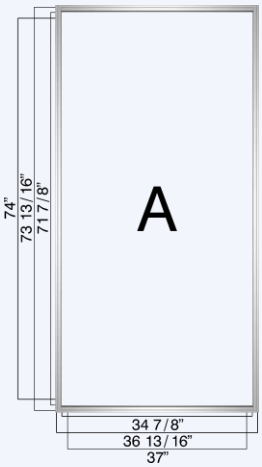
INTERNAL PSF	EXTERNAL PSF
72.70	72.70

CODE FL 21461.1

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.02	0.65	0.75

3	003 (ADJACENT)	ES-EL150 - FIXED WINDOW	O	$718.93	1	$718.93



SIZE	37" X 74"
WEIGHT	105.39 LBS (47.91 KG)
AREA	19.01 FT^2
FINISH	AAMA 2604 WHITE
GLASS	3/16" CLEAR HS + 0.09 PVB CLEAR + 3/16" CLEAR HS
MUNTIN	NO
FRAME TYPE	FLANGE
PROTECTIVE FILM	NO
PRE-GLAZED?	YES

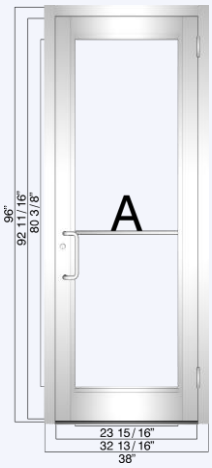
FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	FL 21461.1

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.02	0.65	0.75

4	004 (ENTRY DOOR)	ES-9000 - SWING DOOR	SINGLE LEAF	$2,868.78	1	$2,868.78



SIZE	38" X 96"
WEIGHT	201.42 LBS (91.55 KG)
AREA	25.33 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS
CLOSER	NO
MUNTINS	NO
OPENING	RIGHT OPENING (XR)
LOCATION	SINGLE
SILL TYPE	SADDLE THRESHOLD (ES9015) (ALTERNATIVE ADA)
FRAME TYPE	ES9000
BOTTOM RAIL	STANDARD BOTTOM RAIL
CUSTOM PANELS	NO
REINFORCEMENT	MD1
LOCK MECHANISM	PUSHPULL (NOT ELECTRIC)
COLOR THRESHOLD	CLEAR ANOD
PROTECTIVE FILM	BOTH
DIAMETER CLUSTER	1/4
QUANTITY CLUSTER	6
DECORATIVE MUNTIN	NO
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	FL 22527.1

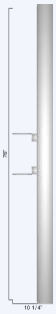
NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	23-0724.12

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.06	0.40	0.43

5	005 (CORNER SUPPORT)	MULLION	ALUT4X4X125	$89.07	1	$89.07



SIZE	1" X 76"
WEIGHT	16.66 LBS (7.57 KG)
AREA	0.53 FT^2
FINISH	AAMA 2604 WHITE
GLASS	
ANCHOR TYPE	ANCHOR TYPE D
MULLION TYPE	STD
PRE-GLAZED?	NO

NO NOA

NO FBC

6	006 (ABOVE ENTRY DOOR)	MULLION	1 X 4 REINFORCED	$32.01	1	$32.01



SIZE	1" X 40"		**NO NOA**
WEIGHT	5.78 LBS (2.63 KG)		**NO FBC**
AREA	0.28 FT^2		
FINISH	AAMA 2604 WHITE		
GLASS			
ANCHOR	STANDARD		
MULLION TYPE	STANDARD		
PRE-GLAZED?	NO		

7	007 (SUPPORT IF OPTION #2))	MULLION	1 X 4 REINFORCED	$32.01	1	$32.01



SIZE	1" X 40"		**NO NOA**
WEIGHT	5.78 LBS (2.63 KG)		**NO FBC**
AREA	0.28 FT^2		
FINISH	AAMA 2604 WHITE		
GLASS			
ANCHOR	STANDARD		
MULLION TYPE	STANDARD		
PRE-GLAZED?	NO		

QUOTE SUMMARY

ASSEMBLY SYSTEM	TOTAL QUANTITY	TOTAL AREA (SQ FT)
ES-8000T JUMBO - FIXED WINDOW	1	62.69
ES-9000 - SWING DOOR	1	25.33
ES-EL150 - FIXED WINDOW	3	81.71
MULLION	3	1.08
TOTAL	8	170.81

Product Totals

PRODUCT TOTAL	$12,804.48
TAX RATE	7.00%
TAX AMOUNT	$896.31

Terms and Services

INSTALLATION PRICE	$1,900.00
PERMIT PRICE	$250.00
MISCELLANEOUS	$0.00

Totals

TOTAL	$15,850.79

J.A. TAYLOR
ROOFING CONTRACTOR

"Estimate/Contract/Proposal"

Customer/Owner/ Moriarty, Joanna	**Mobile:**
Project Address:710 Orange Ave. Ft. Pierce Fl. 34950	**Phone:772-233-7198**
Billing Address: same	**Fax:**
Date/Type/Code:3-31-2025,met,228.12	**Email: Joanna.moriarty.pierceharbor@gmail.com**

J.A. Taylor Roofing will provide necessary permits, schedule all inspections with related Municipality, and maintain Current License and Insurance. This proposal includes labor, materials, and all taxes. Please note that "Oil Canning" is a characteristic of all metal roof systems and is not a cause for rejection. Our highly trained "Professional" installers will hereby complete the following;

1. Remove existing roofing materials & install new 5/8" Plywood Roof Sheathing over entire pitched surface. (Tear Off- based on one layer tear off, additional layers at extra cost).
2. For additional lumber replacement costs, see attached sheet.
3. Install 8-D "ring-shank" fasteners to sheathing / deck to meet current Building Code Requirements.
4. Install (1) ply Peel & Stick Underlayment "Direct To Deck" and fasted using approved fasteners per code requirements. JA Taylor is not responsible for fastener penetration damage-pipe/wire/ceilings/etc.
5. If peel & stick direct to deck is existing, additional cost may incur.
6. Install new roofing accessories including: drip edge, plumbing stack flashings, vents, and valley metal. (Accessories to be shop fabricated using 26 or 24 gauge Galvanized materials, standard colors.(with metal roof options, accessories will be made to match metal roofing panels).
7. Seal all penetrations using approved roofing cement and/or sealants.
8. All new roofing materials / accessories will be installed using approved fasteners per code requirements.
9. Satellite dish, Solar panels, etc. to be removed by others prior to commencement of work, unless disposing of items.
10. (Flat/Low-Slope roof area's, Aluminum structures, gutters, skylights, out buildings, etc. not included.
11. Thoroughly clean project of all "roofing related debris" and haul away. (Landfill fees are included).

Metals

5-V Crimp Metal Roof System (26 Gauge/Mill Finish)---(exposed fasteners)----------$ 19,800.00
1" Standing Seam Roof System (24 Gauge/Mill Finish)---(Hidden Fasteners)----------$ 25,900.00

Options:

***Upgrade to (24 gauge/Standard Colors)----------(Metal Roof)----------$ 6,600.00**

J.A. Taylor Roofing will provide a (5) Year "Leak Free" workmanship warranty from date of completion.

Any alteration or deviation from the above specifications involving additional costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Replacement of rotten/damaged lumber is not included in estimate unless specified. Customer must provide access to building unless arrangements are made prior to estimate, therefore J.A. Taylor Roofing is not responsible for damage to driveway/sidewalks and/or any other access areas needed to approach projects. Any client that is in default in the payment of money due under terms of this account will be charged at the rate of 1 ½ % per month on the unpaid balance, (Maximum allowable by law). If any client is referred to an attorney for collection, client agrees to pay all fees incurred in the collection of the amount due, plus all court costs and attorney fees. Work will be scheduled upon written acceptance of this proposal. This proposal may be withdrawn from us if not accepted within 30 days. *All major credit cards accepted, however an additional processing fee of up to 5% will be assessed to contract total depending on current monthly rate and card used. **Payment Terms: 1/3 Deposit @ Commencement, 1/3 Payment @ completion of dry-in, Balance upon Completion of Project.**

ACCEPTANCE OF PROPOSAL

Owner: _____ Date: _____
Contractor: _____ Date: _____

Thank you for the opportunity to bid your project!
**********Serving the Treasure Coast for over **60 Years**********
Respectfully Submitted By: Tim Parmiter Phone:772-521-7877

D&L SANDEEN GENERAL CONTRACTING LLC
CGC# 1521012
579 SE SUNNYBROOK TER
PORT ST. LUCIE, FL. 34983

QUOTE

050125100
Date: 05/1/2025

579 SW Sunnybrook Terrace
Port Saint Lucie, FL. 34983
561-619-1240

To:
Pierce Harbor Realty
Fort Pierce, FL
34950

Job name	Job address	Job number
726 Orange Ave	726 Orange Ave Fort Pierce, FL 34950	050125100

Qty	Description	Unit price	Line total
1	*Clean up and prep Trash clean up remove old pavers , concrete strip grass and haul off*		
1	*Compactable road base Compactable road base for under gravel/millings*		
1	*Asphalt Millings Double crushed asphalt Millings in the area of the survey marked*		
Permit	No Permit necessary		
	All material and labor included	**TOTAL**	$11,500.00
	Supply and install 4" x 8" Pavers in the area that measures 17 x 50 *Basic grey pavers cement blend Excavation and prep Delivery/trucking Installation*	**TOTAL**	$9,925.00
	Payment schedule TBD TERMS & CONDITIONS • For the price stated, D&L Sandeen General Contracting, LLC, now known as the Seller, agrees to furnish all materials (the "Materials') and labor for job described. This is a firm offer- Seller shall obtain the construction permit (if needed) to perform the work requested by Buyer. The permit cost will be added to contract total unless otherwise stated. Acceptance by the Buyer must be on the exact terms and conditions herein and any additional or different terms shall constitute a counteroffer by Buyer. In the event of typographical, mathematical or human error in this contract, as reasonably determined by Seller, the parties hereby agree to immediately correct such error in this contract. This proposal price will be honored for 30 days. • This proposal does not become a contract until accepted and signed by an authorized representative or officer of Seller and, if not accepted, payment shall be returned (if received). Sellers terms shall prevail over Buyers terms at all times. Seller reserves the right to cancel this contract or any part thereof, without penalty, if Buyer fails to co9,925mply with the terms and conditions or fails to make any payments within the time specified. In addition, if this contract covers the installation of more than two residential dwellings, then Seller reserves the right to terminate this contract for any reason with respect to any residential dwelling which Seller has not commenced work with respect thereto by giving 3 days written notice to Buyer. Materials returned without the written permission of the Seller will not be accepted for replacement or credit. In the event this contract is signed by a corporation, the signer hereby agrees to guarantee payment personally. • All balances due under this contract are due and payable upon COMPLETION OF INSTALLATION OF THE MATERIALS by Seller without notice or demand and shall bear interest from such date at the lessor of 18% per annum and the maximum legal rate. If Buyer requests a delay in the installation of the Materials after the date of this contract, then interest shall accrue from the date of such requested delay. In the event payment of this contract is enforced through attorneys or by suit or in bankruptcy or probate proceedings, Seller shall recover and Buyer hereby agrees to pay all reasonable attorney fees and costs of court incurred by Seller. • Seller expressly reserves all of Sellers mechanics and materialmen liens which may be asserted under any provisions of law to secure payment of the contract price and may claim the same as a lien upon real property on which the installation of the Materials is made. If the Buyer is a commercial legal entity, Buyer grants to Seller. perfected, first lien purchase money security interest in and to the Materials, governed by the Uniform Commercial Code in the State of Florida (the UCC"). If Buyer is a commercial legal entity, this contract shall constitute a valid financing statement and may be filled by Seller and upon default by Buyer; Seller shall have all remedies set forth in the UCC. No UCC security interest is granted to Seller if Buyer is a consumer. • Product warranty is per manufacturer. Any balance not paid when due will render any warranty given by Seller hereunder to be automatically NULL AND VOID for all purposes. • Seller agrees to take reasonable steps to ensure the fulfillment of orders received, but performance is subject to, and Seller shall not be liable for, any and all delays or cancellations caused by war, accidents, strikes, inability to secure labor and raw materials, fires, inclement weather conditions, rainy or windy weather, embargoes,		

transportation shortage and delays, government conscription, priorities, and failure on Buyers part to give notice of requirements and/or proper measurements and other information, and all other causes beyond Seller's control affecting the whole or any part of Seller's obligation hereunder.

- Seller shall make any changes to the Materials and the work which in its judgment maybe necessary while on the jobsite in order to properly install the Materials and to comply with applicable building codes, regulations, and laws. In the event any additional work or modifications of the work is necessary due to the conditions existing at the time construction commences which are unknown and not obvious (and whether reflected in the construction drawings or not). Seller reserves the right to charge the Buyer the necessary sum to complete all additional work or to cancel this contract and receive payment for all work completed up to such time.
- D&L Sandeen General Contracting, LLC is not responsible for painting, damage to stucco, drywall, broken sills, tile, or anything else pertaining to interior and exterior finish work unless otherwise specific exceptions are stated on page (1) of this contract as an additional term. D&L Sandeen General Contracting, LLC will use its best efforts to minimize damage to the listed areas, although when removing, glass windows and doors damage may occur.
- Seller is not held responslble for damage which may occur to personal property at the jobsite, which must be removed from the area of the Jobsite, unless such damage Is caused by the gross negligence of Seller.
- Distortion and Waves. Laminated impact glass may have some distortion or waves depending on size of the glass. D&L Sandeen General Contracting, LLC does not manufacture glass, thus this is a manufacturing problem and it will be handled by the glass manufacturer. Depending on the severity of the distortion or waves and weather it meets ASTM Standards, it will be the discretion of the glass manufacturer whether the glass will be replaced or not.
- All risk of loss is passed to Buyer upon delivery of the Materials to the jobsite and Buyer shall be solely responsible for any theft, damages, vandalism, or other loss thereto. Seller will retain title to the Materials until payment in full of contract price has been made.
- This contract shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of laws) and federal law. No statement, representation, warranty (implied or expressed), or agreement (written or verbal) not appearing on the face of the contract or in the Terms and Conditions shall be binding upon the parties hereto. No agent, employee, or representative is authorized to legally bind Seller to any representation, warranty, or agreement which is not set forth in Miting in this contract. This contract is the entire agreement between the parties. No attempted modification of this contract shall be enforceable unless signed by the party against which such modification is to be enforced. No sale representative, contractor, or agent of Seller has the authority to modify, alter, or waive any terms of this contract. This contract shall not be assigned by Buyer. Seller may assign this contract without the consent of Buyer.
- The installation tlmeline provided on this agreement is an estimate and may be subject to changes due to factors beyond our control, such as manufacturing delays, D&L Sandeen General Contracting, LLC's schedule, weather conditions, and other unforeseen circumstances. Early delivery or the product to D&L sandeen General Contracting, LLC does not guarantee installation before the estimated dates on page (1) While D&L Sandeen General Contracting, LLC is committed to making its best efforts for prompt installation upon product arrival at our warehouse, the parties acknowledge that the schedule is subject to external influences.
- If and only if Buyer is a consumer, then Buyer may cancel this contract at any time prior to midnight of the third (3rd) business day after the date of this contract. Cancellation Fee is 50% of contract after the 3 day right of rescission.

BUYERS SIGNATURE _____

DATE _____

Attached are 3 estimates, 1 for each improvement, that have the more4 expensive price of the estimates we received. These are the estimates we plan to reject.



Mar 19, 2025

5V 26 Gauge Striated Metal Roof

Pierce Harbor Realty
jonna.moriarty.pierceharbor@gmail.com
724 Orange Avenue
Fort Pierce, FL 34950

Level Best Roofing
Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing.
(844) 458-5237
office@levelbestroofing.com

5V 26 Gauge Straited Metal Roof (Mill Finish)

Item

Section Name

Roof Replacement

Removal of existing Metal Roofing System and replace with **5V 26 Gauge Straited Metal Roof (Mill Finish)**. This estimate includes a complete roof re-decking to meet Florida code. Estimate is for rear building with pitched metal roof, flat is not included.

DAMAGED WOOD: (Replace as needed at additional cost)

Fascia @ $15.00 / LF

Warranty: (7) Year Labor and Workmanship

Extras: Any additional repairs that need to be made in addition to the reroof in order to bring the project up to Florida code will be additional expense for the property owner.

Recommendation: Please consult with the St. Lucie County Historical Society to ensure that all requirements are being met for the property.

Estimate subtotal $22,350.00

Level Best Roofing
Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing.
(844) 458-5237
office@levelbestroofing.com

Summary

Please review and sign the proposal with any notes.

5V 26 Gauge Straited Metal Roof (Mill Finish)	$22,350.00

Total **$22,350.00**

Customer notes

Pierce Harbor Realty

Date

By signing this document you agree to the statement of works provided by Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing. and in accordance with any terms described within.

Level Best Roofing
Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing.
(844) 458-5237
office@levelbestroofing.com

1160 S Rogers Circle
Boca Raton, FL, 33487
sales@statewideimpactwindows.com
www.statewideimpactwindows.com

STATEWIDE WINDOWS & DOORS

Office: 561-202-1412
Fax: 561-202-1416
License # SCC131152028

CUSTOMER PROPOSAL

Botanical Sanctuary, LLC
Botanical Sanctuary, LLC
117 Orange Ave
Fort Pierce FL 33495

Emily Cell - Point of contact for project:
772-340-6967
Emily.fingerhut.pierceharbor@gmail.com

Date: 04/22/2025
Rep: Jordan Weinstein

Statewide offers the design, product knowledge and expertise to provide you with new windows in your home to transform it into the paradise you deserve. From new construction to redesign and remodeling, we can bring the beauty of the outdoors inside your home and protect the inside from outside elements. Statewide's experienced team can assist with any building project from design to completion.

Our team will work side by side with you to find the best products at the best prices for your project. From single units, waterfront estates, commercial properties and multifamily buildings, our staff will be there with you to achieve all the goals of cost efficiency, code compliance and guide you through all the choices of product selection to build the most attractive, safe and cost-effective projects.



Scope of Work Summary

Package Selected	ES 8000 Storefront
Total Windows:	3
Total Doors & Sidelites:	1
Total Custom Products:	0
Permit & Permit Fees	**INCLUDED**
New PT Wood Bucking	**INCLUDED**
Certified In-House Statewide Installation	**INCLUDED**
Full Warranty Coverage	**INCLUDED**
OSI Sealant 15 Year Leak Warranty	**INCLUDED**
Notes:	Revised 4.22.25

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Impact Windows & Doors

1 - Entry



Type	French Door - 1 Panel	**Brand**	ES9000
Glass Color	Tinted Gray	**Size**	37 1/2 x 79 3/4
Frame Color	Anodized	**Frame Type**	Aluminum DuraStar 2604
Glass Type	Laminated	**Configuration**	Hinge Right Outswing
Hardware	ES9000 Push/Pull		

1-2 - Mullion



Type	Mull Bars	**Brand**	ES Mull Bar
Size	76"	**Frame Type**	Aluminum DuraStar 2604

2 - Entry



Type	Window - Storefront	**Brand**	ES8000 Tinted
Glass Color	Tinted Gray	**Frame Color**	Anodized Aluminum
Frame Type	Aluminum DuraStar 2604	**Glass Type**	Laminated
		Notes	36”x29”

3 - Entry



Type	Window - Storefront	**Brand**	ES8000J Tinted
Glass Color	Tinted Gray	**Frame Color**	Anodized Aluminum
Frame Type	Aluminum DuraStar 2604	**Glass Type**	Laminated
		Notes	121”x71”

3-4 - Mullion



Type	Mull Bars	**Brand**	ES Mull Bar
Size	76"	**Frame Type**	Aluminum DuraStar 2604

4 - Entry



Type	Window - Storefront	**Brand**	ES8000 Tinted
Glass Color	Tinted Gray	**Frame Color**	Anodized Aluminum
Frame Type	Aluminum DuraStar 2604	**Glass Type**	Laminated
		Notes	37”x71”

Additional Labor

Engineering - Condo	1

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Payment

MSRP	$38,815.08
Discount Applied Manager Discount 45	-$17,293.27
Total Price	**$21,521.81**
Selected Terms	50%-40-5-5%
Deposit Due Today:	$10,760.91
Deposit Form of Payment	E-Check

Proposal Terms

Statewide Windows & Doors, Inc. (“COMPANY”) agrees to measure, supply, and install the products listed on this quote for the amount listed above guaranteed for 30 days. All work will be completed in a professional manner and in accordance to the manufacturers’ recommendations. Manufacturer’s Warranty on supplied products may be sent to Property Owner at completion upon request.

STATEWIDE
WINDOWS & DOORS

ESTIMATE

Prepared For

Emily Fingerhut
726 Orange Ave
Fort Pierce, FL 34950
(772) 340-6967

Garcia And Sons Construction LLC

1947 Sw Biltmore St
Port Saint Lucie, FL 34984
Phone: (561) 631-2025
Email: info@garciaandsonsconstruct.com
Web: Garciaandsonsconstruct.com

Estimate #	10239
Date	04/24/2025
Business / Tax #	46-5377257

Description	Total
Commercial Services	**$14,600.00**
Alleyway prepare ground and level for new white crushed concrete gravel installation spread gravel in area instructed by owner materials included	$14,600.00

Subtotal	$14,600.00
Total	**$14,600.00**

“Our Reputation Is Our Biggest Asset and We Will Always Make It Right, Hire the Best and See the Difference in quality attention and professionalism at its finest” - CEO
QUALITY
PROFESSIONALISM
ATTENTION TO DETAIL
GREAT COMMUNICATION
OUTSTANDING REPUATION AND RELIABILTY- 5 STARS

ONE YEAR WARRANTY ON ALL WORK AND MATERIALS SUPPLIED TO OWNER FROM COMPLETION DATE STANDARD. -excludes normal wear and tear and settlement issues. ask about our warranty details and extra warranties for longer periods of time.
"OUR WARRANTY IS OUR REPUATION"!

STATE CERTIFIED GENERAL CONTRACTOR
License Number CGC-1527750
Insured And Bonded

WE ACCEPT ALL FORMS OF PAYMENT.
NO FEES ASSOCIATED WITH PREFERED METHOD OF PAYMENT WHICH IS-
*CASH - *CHECKS - *WIRE TRANSFERS
ONLINE PAYMENTS MADE WITH DEBIT/CREDIT CARDS AND E-CHECKS WILL BE SUBJECT TO A 3.5% CREDIT CARD PROCCESSING FEE ON AMOUNT BEING PAID.
PHONE PAYMENTS MADE WITH OPERATOR USING A DEBIT/CREDIT CARD WILL BE 1.5% MORE FROM TRANSACTION.
PLEASE ADVISE BEFORE MAKING ONLINE PAYMENT.

EXTRA WORK FROM TIME OF ESTIMATE TO BE CHARGED HOURLY UPON APPROVAL OF OWNER
$95 THE HOUR PER PERSON
MATERIALS SEPERATE

PLEASE CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS OR CONCERNS (561) 631-2025

COME VISIT OUR KITCHEN AND BATH SHOWROOM LOCATED AT 1947 SW BILTMORE ST PORT SAINT LUCIE FL 34984
MONDAY-FRIDAY 8am-5pm
CABINETS-*COUNTERTOPS *-*TILE*-*PLANKING FLOORS* -*CEILING DESIGNS*-*TRIM*-*DRYWALL*-*STUCCO*-*FRAMING*-*BATHROOMS*-*KITCHENS* AND MANY MORE!

EXPERIENCE THE DIFFERENCE WITH A TOP NOTCH 5 STAR SERVICE FROM OUR TEAM AT GARCIA AND SONS CONSTRUCTION LLC

By signing this document the customer agrees to services conditions and payment schedule as outlined in this document.

In any dispute involving monies owed to Garcia and Sons Construction LLC, Garcia and Sons Construction LLC shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Garcia and Sons Construction LLC.

The Customer agrees to indemnify, defend, and hold Garcia And Sons Construction LLC harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the services performed or customers materials/supplies, belonging and/or any conduct of the Customer, including but not limited to the inaccuracy of measurements, or specifications provided by owner by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold Garcia and Sons Construction LLC harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

Non-Defamation. Each party agrees not to intentionally defame the other with respect to matters arising prior and after the date of the execution of this Agreement. You agree that you will not, directly or indirectly, make or ratify any defamatory comments or remarks as defined by law, in writing, orally or electronically, about Garcia And Sons Construction LLC or it associates. In the event either party defames the other that party shall be entitled to reasonable attorney's fees and direct and punitive damages.

MATERIAL ALLOWANCE: The amount of money allocated to cover the cost of material(s) and any applicable sales tax only, excluding the labor to install the specified material(s), overhead and profit not included. Owner(s) understand and agree that the MATERIAL ALLOWANCE AMOUNT may be more or less than the figure specified in this Contract, and that any adjustments will be made on the final billing for this job.

If the cost of the Owner-selected materials exceeds the MATERIAL ALLOWANCE AMOUNT, then that amount will be added to the next progress payment or final payment. If the amount is less than the MATERIAL ALLOWANCE AMOUNT, then that amount will be subtracted from the final amount of the Contract.

INSTALLED ALLOWANCE AMOUNT: An amount designated by CONTRACTOR to approximately represent CONTRACTOR's cost for all labor and material to install that particular item(s) and any applicable sales tax. This amount, at its final accounting, could be more or less depending on Owner's selection(s) and/or a third party's actual charges to CONTRACTOR. CONTRACTOR will add 25% markup to the final billing for the Installed Allowance Amount.

If the cost of the INSTALLED ALLOWANCE AMOUNT exceeds the amount specified, then that

amount will be added to the next progress payment or final payment. If the amount is less than the INSTALLED ALLOWANCE AMOUNT, then that amount will be subtracted from the final amount of the Contract.

Severability. The parties agree that any provisions in the agreement that may be deemed invalid, either partially or fully, can be struck from the agreement and the remainder of it will

PROGRESS OF THE WORK.
(a) The Contractor shall proceed and shall achieve Substantial completion.
(b) Owner shall have the right to visit the property from time to time during construction provided that
Owner shall not interfere with the work of any workmen on the job site. Such periodic entry onto the construction site shall
be at Owner's risk.
(c) Owner agrees that all matters pertaining to this Contract shall be handled with Contractor's designated
representatives on site or at Contractor's main office, Monday through Friday 8AM - 5PM only, and not with construction
supervisors, foremen or workmen.
(d) The Contractor may be delayed at any time in the progress of the work by labor disputes, fire, weather,
unusual delay in deliveries, delays in supplies, unavoidable casualties, sicknesses, diseases, or other causes beyond the
Contractor's control.

FLORIDA'S CONSTRUCTION LIEN LAW WRITTEN NOTICE ON DIRECT CONTRACTS GREATER THAN $2,500
ACCORDING TO FORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001/713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB/SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST OUR WIL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU, SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

489.1425 Duty of contractor to notify residential property owner of recovery fund -
(1) Each agreement or contract for repair, restoration, improvement, or construction to residential real property must contain a written statement explaining the consumer's rights under the recovery fund, except where the value of all labor and materials does not exceed $2,500. The written statement must be signed substantially in the following form:
(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.
(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.
(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This does not apply when the owner is a contractor licensed under the chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY PM A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 2601 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-1039. PHONE: 850-487-1395

DISCLAIMER
This document provides information about the laws affecting the Florida construction industry. We do not give legal advice, which is the application of law to an individual's specific circumstances. Although we go to great lengths to make sure our information is accurate and useful, we recommend you consult a lawyer if you want professional assurance that our information and you interpretation of it appropriate to your particular situation

Emily Fingerhut

1028 SW 36th Terrace
Palm City, FL 34990
P: (772)-260-5543
Ecamcooffice247@gmail.com

CAMCO SERVICES
CONCRETE • STONE • STUCCO

PROPOSAL

To: Pierce Harbor Realty

Job Address: 726 Orange Ave, Ft. Pierce, FL 34950

Date of Plan: May 16th, 2025

We hereby submit specifications and estimates:

Furnish and installation of construction grade pavers
Excavate area for new pavers per survey approx 850 SF
Delivery and removal included

We hereby propose labor and materials complete in the accordance with the above specifications for the sum of:

Ten thousand Four Hundred ($10,400.00)

INCREASES IN MATERIAL AND FUEL COST: In the event that, during construction of the improvement described herein, Subcontractor's costs for materials used or to be used are increased more than 5% over the Subcontractor's costs for same at the time this Contract was signed, for any cause(s) beyond the control of the Subcontractor, then Subcontractor shall have the right to pass the entire amount of materials costs increase(s) along to GC/Owner by adding the total amount(s) thereof to the Contract Price. The contract sum shall be adjusted by change order.

Acceptance of Proposal

This Proposal becomes a CONTRACT upon signing. Service will begin when signed and a 30% deposit is received. The remaining balance is to be paid bi-weekly upon work in progress until paid in full. The undersigned certifies that the above information to be true and correct and states that he or she is an approved signer

Accepted by: _____

Printed Name

_____ _____/_____/_____ *Signature Date*

Submitted by Chris McKernan

SOIL CONDITIONS: Camco Services, LLC. assumes no responsibility for any unusual soil conditions encountered. Also, Camco Services, LLC. assumes no responsibility for the excavation, removal or disposal of any contaminated soils encountered during any excavation for the Customer. The Customer will pay any extra cost for such conditions incurred by Camco Services, LLC. UNDERGROUND STRUCTURES: It is the Customer's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be encountered by Camco Services, LLC in the performance of its work.

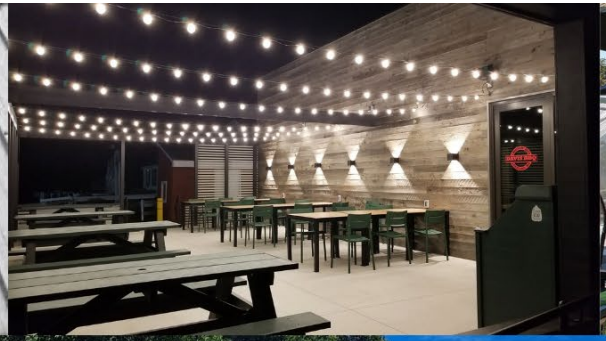
PROPERTY LINES: The Customer shall establish and designate property lines, and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property. Also, the Customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.


Existing


Existing


CONCEPT
BROOKSVILLE DONUT STOP
WOODPE
4930 SR 13
St Augustine
904-531-5670
CATERING
TAKE OUT
HIPPIES
USE
BACKDOOR
FREE ANITA







Concept



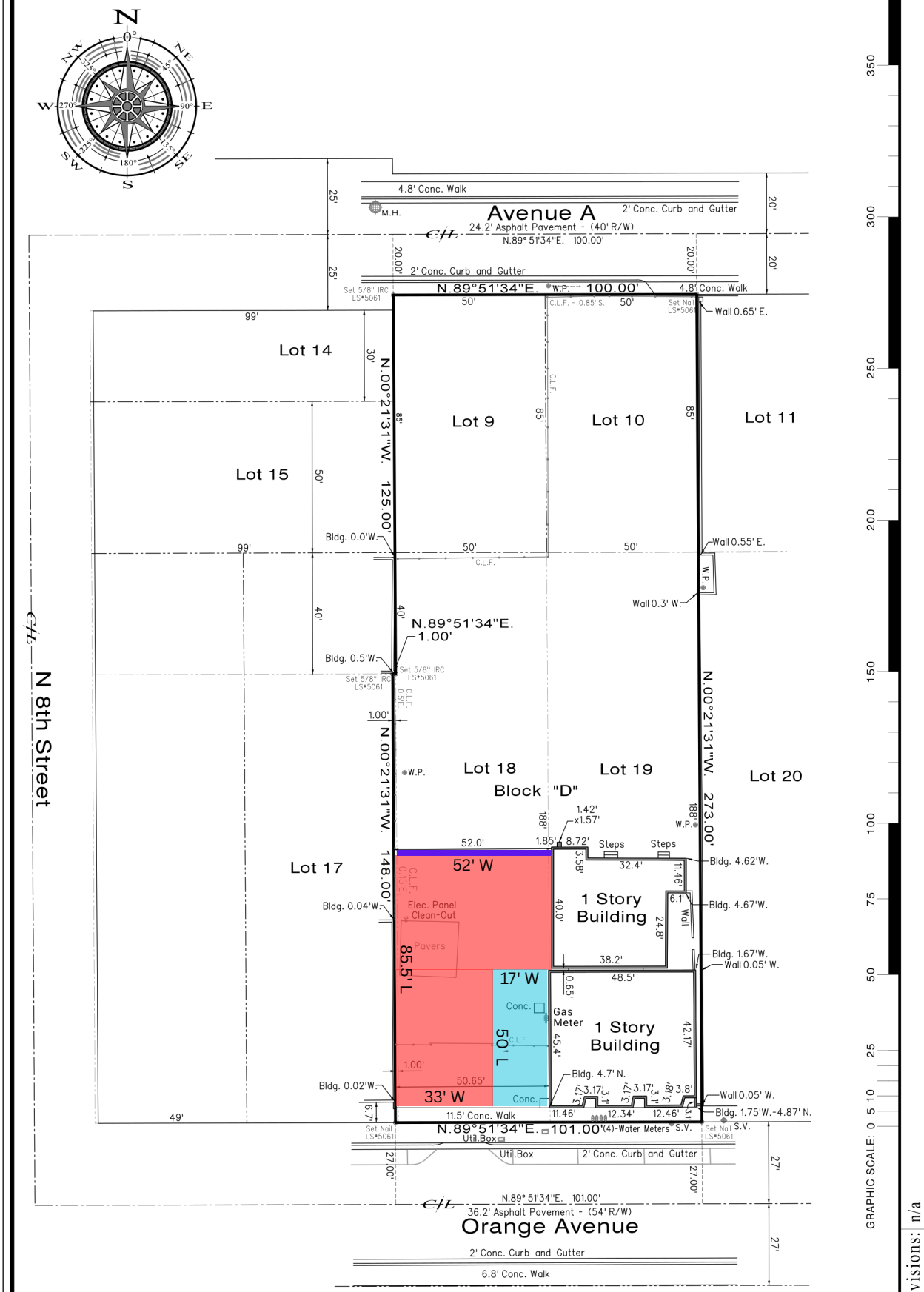






Concept





722 Orange Ave, Fort Pierce, FL 34950 Date: 01/09/2024

MAP of SURVEY: BOUNDARY SURVEY Scale: 1"=30', Sheet 2 of 2 Sheets

HPA
H P A , S u r v e y o r s , I n c .
Land Development Services

LAND DEVELOPMENT CONSULTANTS
LAND SURVEYING • CONSTRUCTION CONTROL • CONSTRUCTION LAYOUT
BOUNDARY SURVEYS • TOPOGRAPHIC SURVEYS • MEAN HIGH WATER
CONDOMINIUMS • PLATTING • PERMIT PLANS • ENGINEERING AS-BUILTS
Professional Surveyors & Mappers, Certificate of Authorization L.B. No. 8161
215 Via Villagio, Hypoluxo, Florida 33462
Phone: (561) 427-0990 Email: hpasurveyor@yahoo.com

FPRA Regular Meeting - 5:05 PM **7. F.**

Meeting Date: September 9, 2025

Re: 108 S 2nd St - Comm. Facade Grant Agreement

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Grant Agreement for Commercial Facade improvement at 108 S. 2nd St - The Galleria at Downtown Fort Pierce, LLC in the amount of $7,934.50.

FPRA REDEVELOPMENT GOAL/POLICY:

Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Approve the grant agreement as presented.

ALTERNATIVES:

Deny or provide alternative direction

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 104-9400-583400
Amount: 7,934.50

FISCAL IMPACT:

The FPRA Board approved $300,000 in funding for the Commercial Facade Grant program for FY 2025 in July 2024.

The FPRA Board approved the award of $7,934.50 at the 8/12/25 meeting.

Attachments

Memo from CAO
108 S 2nd St Agreement
Application Packet

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: 108 S 2nd St - Comm. Facade Grant Agreement

CAO RLS FILE: 25-276

DATE: August 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Commercial Façade Agreement for 108 South 2nd Street. The standard agreement has been previously reviewed by this Office, with the addition requested to paragraph 2, and is approved as to form and correctness.

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

Thank you.

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GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this 9th day of September 2025, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and THE GALLERIA AT DOWNTOWN FORT PIERCE, LLC., a Florida Corporation, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, the Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for façade renovations at the property located at 108 S 2nd Street, Fort Pierce, FL (Parcel ID: 2410-509-0001-000-4) (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the Property by installing a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows with impact glass; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $7,934.50 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 108 S 2nd Street, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Seven Thousand Nine Hundred Thirty-Four Dollars and Fifty Cents ($7,934.50) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

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2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package that was reviewed by City staff and approved by the FPRA Board, which is set forth in Appendix B ("Application"). Additionally, the Project Development Plan, to include the overall look and composition of the façade, must adhere to the City of Fort Pierce's Architectural Design Standards.

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and

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information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

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12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	The Galleria at Downtown Fort Pierce, LLC. 117 Orange Avenue Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

18. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of

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this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

19. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

20. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

21. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

22. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Authentisign ID: [illegible]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: Dale Van der lugt
Print: Dale van der Lugt
Date: 09/04/25

Sign: Emily Fingerhut
Print: Emily Fingerhut
Date: 09/04/25

OWNER/RECIPIENT:

THE GALLERIA AT DOWNTOWN FORT PIERCE, LLC., by

Sign: Gustavo Gutierrez
Print: Gustavo Gutierrez
Title: _____
Date: 09/03/25

CITY WITNESSES:

Sign: _____
Print: _____
Date: _____

Sign: _____
Print: _____
Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Print: Linda Hudson
As its: Chair
Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
Agency Attorney

Authentisign ID: [illegible]

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

108 S 2ND STREET FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to The Galleria at Downtown Fort Pierce, LLC., for the renovation of property located at 108 S 2nd Street. This grant will provide funds to assist the Recipient improve the property. The purpose of the intended renovation is to substantially improve the façade of the Property by installing a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows with impact glass.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvement included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. FPRA Reimbursement Request Form
B. Completed W-9, as required by law, for the Recipient of the grant funds.
C. Copies of all required closed permits.
D. Copies of all invoices
E. Proof of payment (Cancelled checks or bank statements)
F. Photographs of the work undertaken
G. Releases of liens (if applicable)
H. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Seven Thousand Nine Hundred Thirty-Four Dollars and Fifty Cents ($7,934.50).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by March 9, 2027.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

Authentisign ID: 7A9BDF08E0B85F-01-B8B4-00224822F75A

APPENDIX "B"

APPLICATION PACKET

108 S 2ND STREET FORT PIERCE, FL 34950

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24107

Date Submitted: 6/17/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-509-0001-000-4

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Project Property Address:*

108 S 2ND ST Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Galleria at Downtown Fort Pierce LLC

Building's Existing Use(s):*

2100

Building's New Use(s) (if applicable):

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Admin Assistant

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Galleria at Downtown Fort Pierce LLC

Federal Employer Identification Number / Tax ID:

46-4628068

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Retail/Restaurant

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

11

If not currently open for business at this location, when do you expect to open?

n/a

Project Details:

Grant amount requested?

$7,934.50

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total estimated project cost?

$15,869.00

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12/1/25

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

The scope of this project includes replacing a first-floor window and door set, as well as two upper-story windows, all of which pose a safety risk during hurricane season.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

108 Front 1.png

Color photograph of the existing condition of the FRONT of building (2 of 2):*

108 Front 2.png

Design Proposal/Construction Plans for the Proposed Improvements:*

108 Design.png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

THE BRAFORD LLC Account.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

Galleria 108 Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

  To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Cost Estimates

Cost estimates from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed

Cost Estimate #1*

DL Fort Windows.pdf

Cost Estimate #2

PSL Glass Fort Steakhouse.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

Galleria at Downtown Fort Pierce LLC
108 S 2ND ST.
Fort Pierce, FL 34950
6/17/2025
Subject: Grant Application

Dear Committee Members,

I am writing to submit an application for funding through the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program for a vital improvement project at our commercial property located at the address above. The scope of this project includes installing a hurricane impact glass door and window set at the entrance to the alcove at 108 S. 2nd St., as well as replacing two upper-story windows, all of which pose a safety risk during hurricane season. These enhancements will protect the structure while contributing to the aesthetic and economic revitalization of downtown Fort Pierce.

1. Financial Need and Importance of Funding: This project represents a meaningful but costly investment, especially for a small business like us, working within tight budget constraints. Modern impact-rated glass is essential in our hurricane-prone region, but the cost of high-quality, code-compliant installations is significant. Grant assistance is necessary to move forward with this initiative, which otherwise may be postponed or scaled back — leaving the property vulnerable and undermining broader redevelopment goals.

2. Impact on Neighborhood Appearance and Blight Reduction: Focusing on blight,this location has become a frequent site of loitering, panhandling, and unauthorized camping of unhoused individuals. The area has also been subjected to repeated incidents of urination and human defecation against the door, contributing to unsafe and unsanitary conditions. By enclosing the space, we aim to remove this blight and prevent future trespassing. Additionally, the existing doors and windows are inefficient in the event of destruction from a hurricane or major storm, which would detract from the streetscape's overall appearance. Replacing them with updated, secure, and visually coordinated materials will bring new life to the building's frontage and contribute directly to eliminating signs of age.

3. Design Appeal and Long-Term Improvements: The replacement units will reflect a contemporary yet context-sensitive design, chosen to align with the architectural character of neighboring structures. The upgraded door and windows will use durable, hurricane-rated glass and energy-efficient materials, ensuring both longevity and environmental responsibility. The project has been thoughtfully designed to improve function and security, creating a unified and attractive exterior that will stand the test of time.

4. Community Enhancement and Broader Benefit: This upgrade will not only strengthen the property itself but also contribute to the vitality of the entire block. A more attractive and resilient façade encourages foot traffic, boosts curb appeal, and helps foster a more inviting downtown atmosphere — key to drawing both residents and visitors. It sets a positive example for reinvestment in the community and supports local economic activity.

5. Alignment with the FPRA Plan: This project supports several core objectives outlined in the FPRA Redevelopment Plan, including bolstering disaster resilience, enhancing property conditions, promoting economic opportunity, and encouraging reinvestment in underutilized commercial spaces. The improvements we're undertaking directly support the agency's vision for a stronger, more vibrant Fort Pierce.

We appreciate your consideration of our application and the continued support the FPRA provides to property owners committed to improving and protecting downtown Fort Pierce. Please don't hesitate to reach out if further details are needed.

Sincerely,

Emily Fingerhut
772-801-5729 Ext 106
emily@pierceharbor.com

Port St Lucie Glass & Mirror, Inc.
1520 SE South Niemeyer Cir Ste 2
Port Saint Lucie, FL 34952
7723357272
pslglassandmirror@gmail.com
www.pslglassandmirror.com

Estimate

ADDRESS
Attn: Emily
Pierce Harbor

SHIP TO
Attn: Emily
Pierce Harbor

ESTIMATE # 3362
DATE 06/17/2025

P.O. NUMBER
Galleria -Fort Steakhouse

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	Remove Existing Non- Impact S/F Frame and Glass	1	15,869.00	15,869.00
	Furnish and Install YKK S/F: YKK YHS 50 FS Large Missile Impact S/F Door: YKK 35H Large Missile Impact Door Hardware: Surface Mounted Closer, Emergency Panic Lock , ADA Compliant Thresholds and Standard Push/ Pull Bars (1) Single 36" X 84" with Transom Door Frame Elevations: (1) Thus 84" x 111" Finish: White Glass: 9/16" Gray Impact TOTAL CONTRACT PRICE: $15,869.00 This Quotation Includes: City of Ft. Pierce Building Permit **Bid Exclusions: Rebuilding of Existing Openings to Comply with City of Ft. Pierce Building Dept. for Wood Structure for Proper Installation and Fastening of Impact Windows as Required by FL Product Approval			

A 50% deposit is required upon ordering all materials and scheduling all scope of work and the balance will be due upon completion.

SUBTOTAL	15,869.00
TAX	0.00
TOTAL	**$15,869.00**

Accepted By

Accepted Date

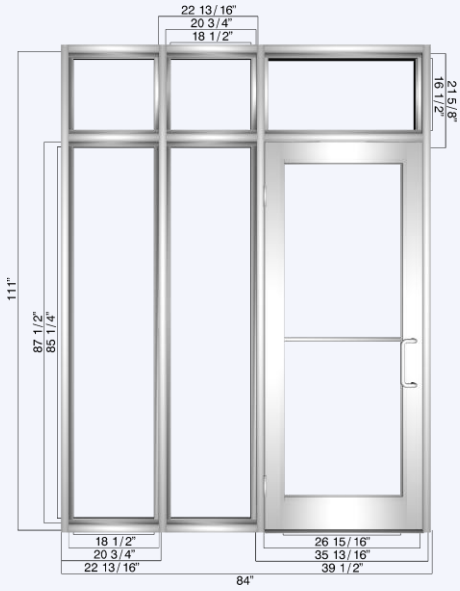
D&L SANDEEN GENERAL CONTRACTING LLC
CGC# 1521012
579 SE SUNNYBROOK TER
PORT ST. LUCIE, FL. 34983

28 MAY 2025

859386
PROPOSAL NAME
The Fort
EXTERNAL PURCHASE ORDER ID The Fort

QUOTE ITEMS

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	002	ES-8000 - STOREFRONT	2 LITE	$6,825.04	1	$6,825.04



SIZE	84" X 111"
WEIGHT	534.95 LBS (243.16 KG)
AREA	64.75 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS SB70
PANELS	3
DOOR PANEL	3
DOOR GLASS	1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS SB70
CLOSER	NO
MUNTIN	NO
MUNTINS	NO
OPENING	LEFT OPENING (XL)
REVERSE	NO
LOCATION	RIGHT
JAMB TYPE	REGULAR (NO ANCHORED)
SILL TYPE	SADDLE THRESHOLD (ES9015) (ALTERNATIVE ADA)
FRAME TYPE	ES8000
SHIM SPACE	3/8" SHIM SPACE
ANCHOR TYPE	TYPE A 1/4 DIA ULTRACON
BOTTOM RAIL	STANDARD BOTTOM RAIL
EQUAL LITES	NO
EQUAL PANELS	YES
REINFORCEMENT	MD1
LOCK MECHANISM	PUSHPULL (NOT ELECTRIC)
COLOR THRESHOLD	CLEAR ANOD
PROTECTIVE FILM	BOTH
DIAMETER CLUSTER	1/4
QUANTITY CLUSTER	6
NUMBER OF ANCHORS	2 ANCHORS AT EACH SIDE OF JAMB AND MULLION
D.L. OPG TRANSOM HEIGHT	OTHER
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
44.80	44.80
CODE	FL 17897.1

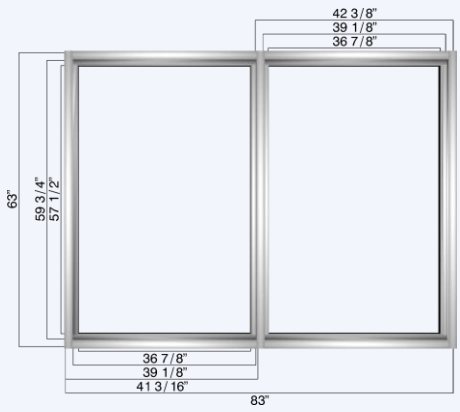
NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
44.80	44.80
CODE	24-0321.07

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.07	0.34	0.26

2	002	ES-8000 - STOREFRONT	1 LITE	$2,533.53	2	$5,067.05



SIZE	83" X 63"
WEIGHT	294.97 LBS (134.08 KG)
AREA	36.31 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS SB70
PANELS	2
MUNTIN	NO
REVERSE	NO
LOCATION	RIGHT
JAMB TYPE	REGULAR (NO ANCHORED)
FRAME TYPE	CLOSED HEAD/SILL
SHIM SPACE	3/8" SHIM SPACE
ANCHOR TYPE	TYPE A 1/4 DIA ULTRACON
EQUAL PANELS	YES
REINFORCEMENT	J1/M1
PROTECTIVE FILM	EXTERIOR
NUMBER OF ANCHORS	2 ANCHORS AT EACH SIDE OF JAMB AND MULLION
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
36.90	36.90
CODE	FL 17897.1

NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
36.90	36.90
CODE	24-0321.07

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.07	0.34	0.26

QUOTE SUMMARY

ASSEMBLY SYSTEM	TOTAL QUANTITY	TOTAL AREA (SQ FT)
ES-8000 - STOREFRONT	3	137.38
TOTAL	3	137.38

Product Totals

PRODUCT TOTAL		$11,892.09
TAX RATE		7.00%
TAX AMOUNT		$832.45

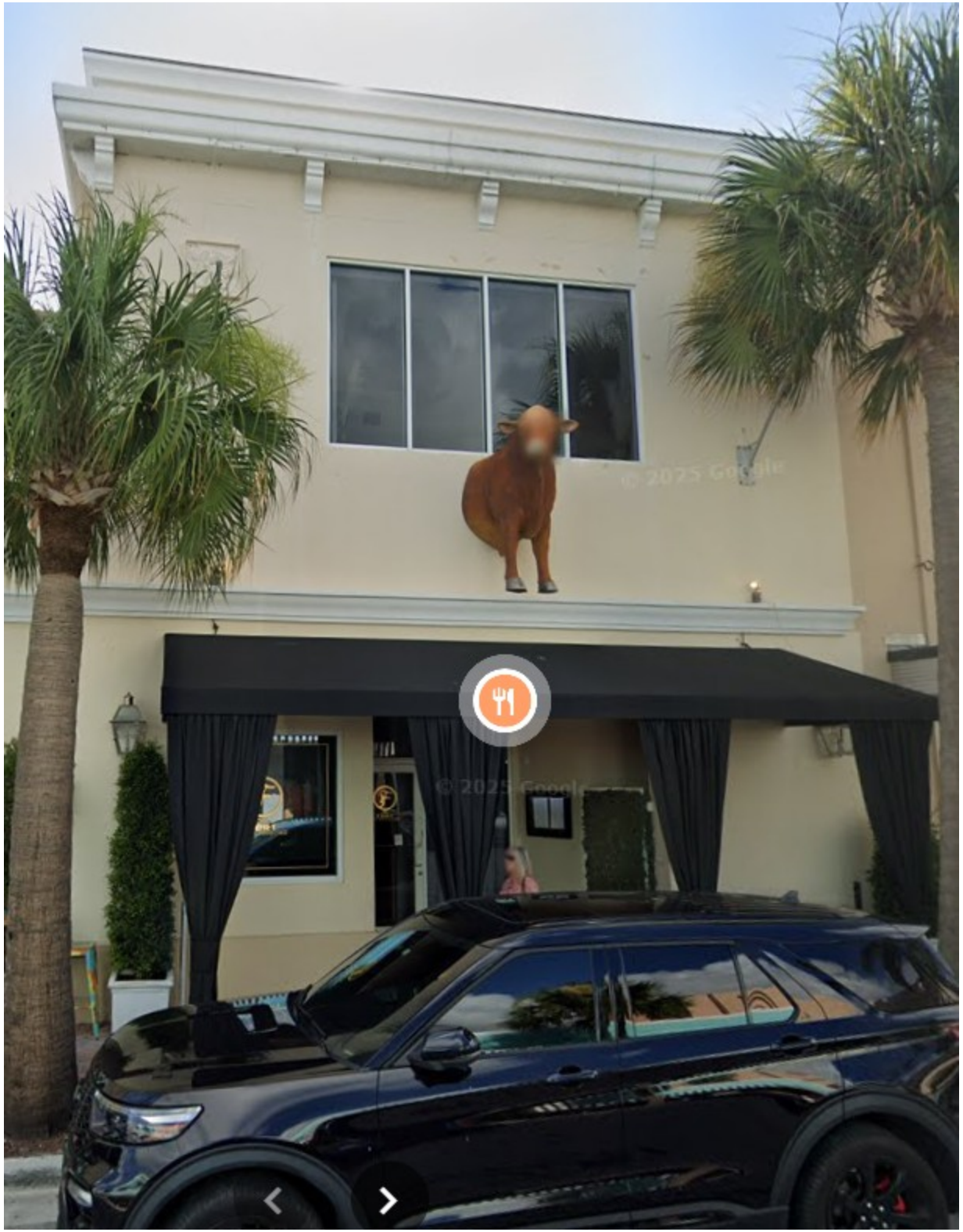
Terms and Services

INSTALLATION PRICE		$5,500.00
PERMIT PRICE	Admin fees. NO ENGINEERING. NO PERMIT FEES	$350.00
MISCELLANEOUS		$0.00

Totals

TOTAL		$18,574.54


ST. LUCIE CO
FIRE

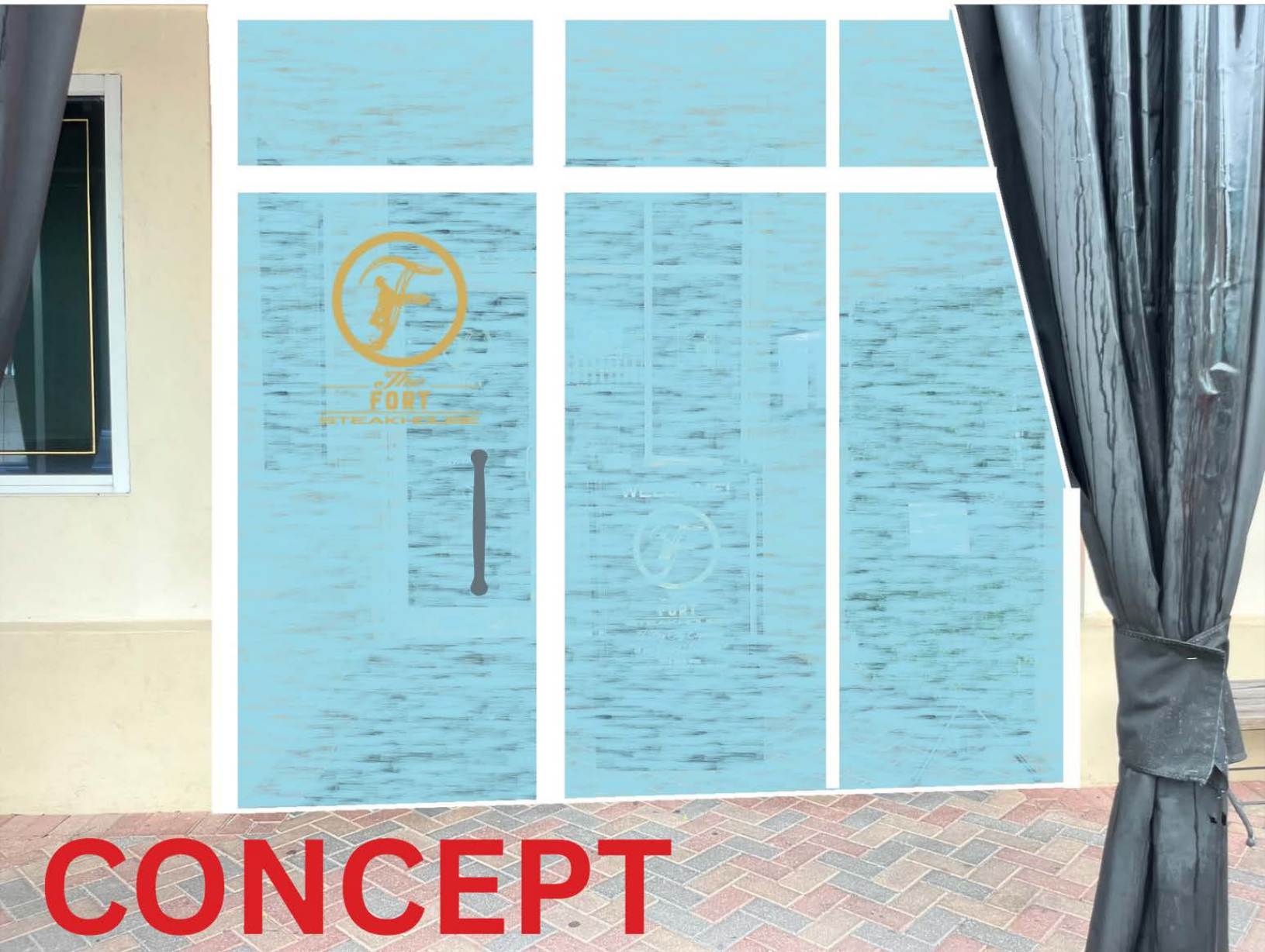




EXISTING



EXISTING

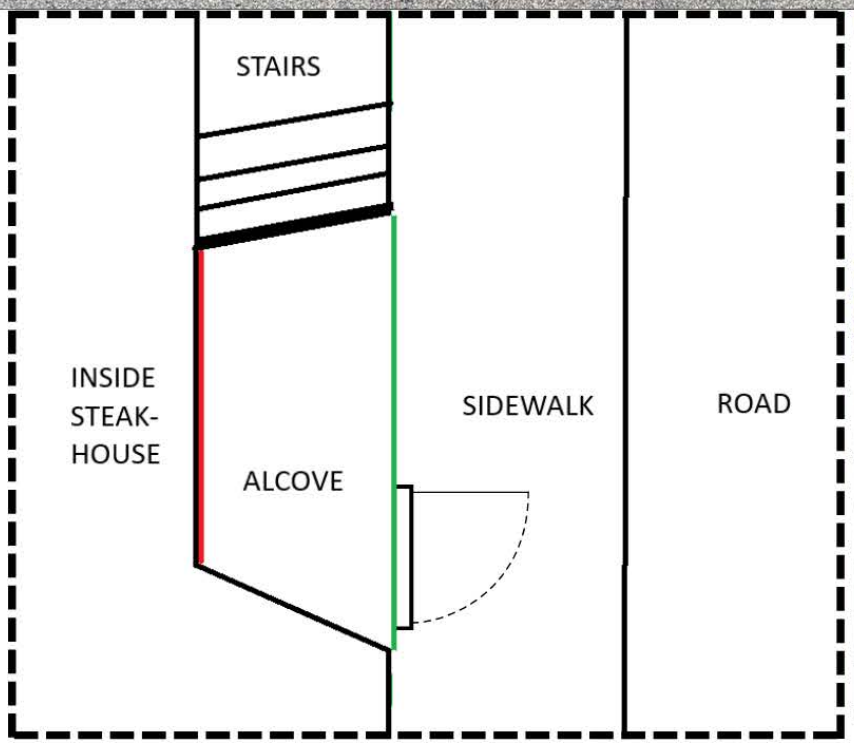


CONCEPT

CONCEPT


108
The FORT STEAKHOUSE
WELCOME


The FORT STEAKHOUSE


STAIRS
INSIDE STEAK-HOUSE
ALCOVE
SIDEWALK
ROAD


GENERAL MANAGER
772-882-9131
WELCOME!
The FORT STEAKHOUSE
A Big City Experience

From: Katherine Calderon
To: Miriam Garcia
Subject: RE: 108 S 2nd St - Lien Search
Date: Wednesday, July 16, 2025 4:32:58 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	108 S 2nd St	__x__ IS IN THE CITY
PARCEL ID#:	2410-509-0001-000-4	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, July 9, 2025 9:28 AM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 108 S 2nd St - Lien Search

Buenos Dias Kat,

The property owner of 108 S 2nd Street applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

FPRA Regular Meeting - 5:05 PM **8. A.**

Meeting Date: September 9, 2025

Re: Fort Pierce Downtown Park Conceptual Design Presentation by Inspire Placemaking Collective

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Fort Pierce Downtown Park Conceptual Design Presentation by Inspire Placemaking Collective

Attachments

Presentation

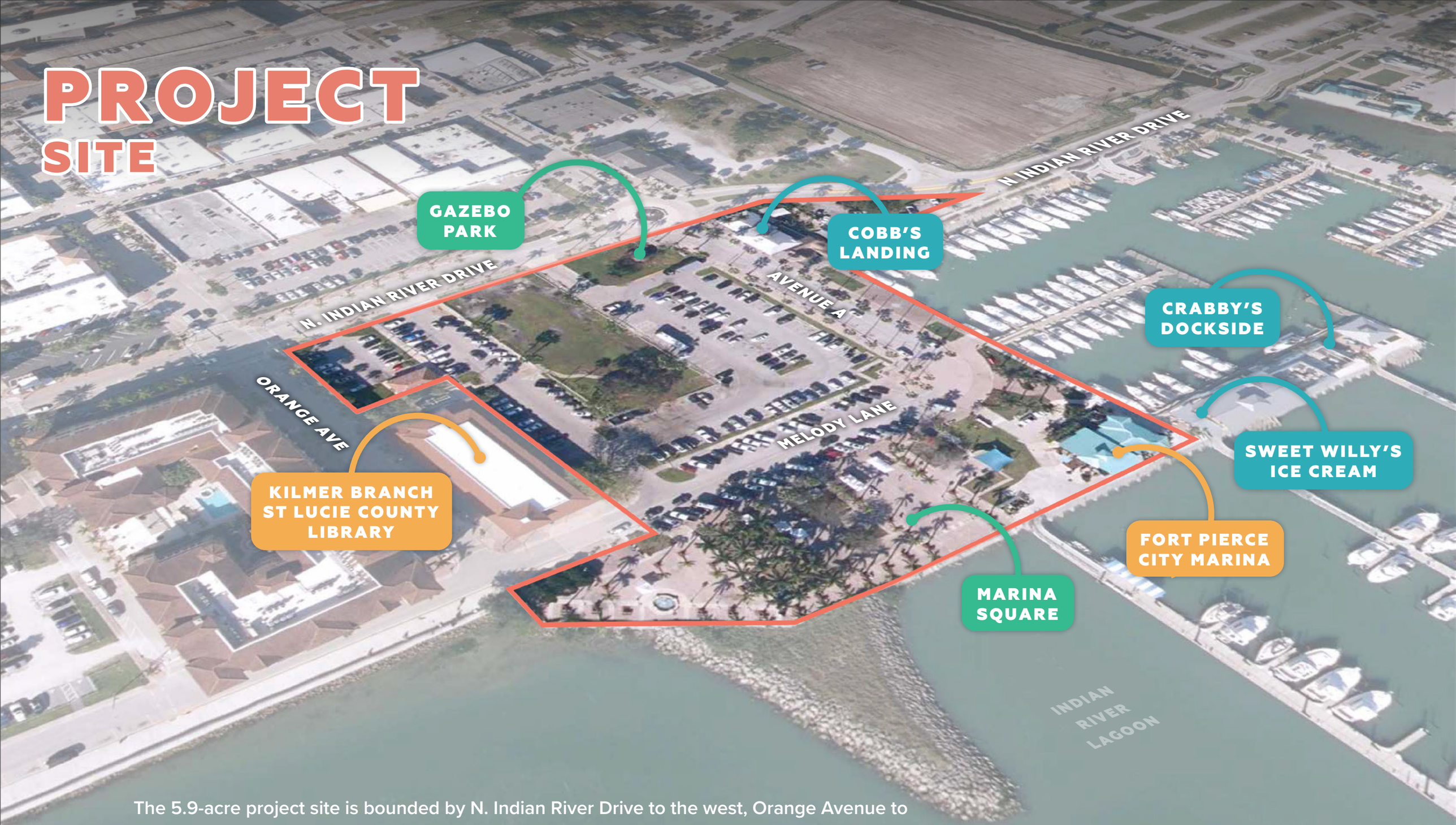


FORT PIERCE DOWNTOWN PARK

CONCEPTUAL DESIGN

2025

PROJECT SITE



The 5.9-acre project site is bounded by N. Indian River Drive to the west, Orange Avenue to the south, and the Indian River Lagoon to the east and north. Although more than one-third of the project is dedicated to parking, it remains a hub of activity, drawing visitors to a mix of destinations from the Kilmer Branch St. Lucie County Library to the Fort Pierce City Marina.

MARINA SQUARE: TODAY

















A FRAMEWORK FOR DESIGN

Great parks are dynamic, evolving spaces that often become the heart of their communities. **But what makes a park truly successful? How do we ensure it remains vibrant, well-used, and cared for over time?** The key lies in following a set of three guiding principles, each supported by essential design elements that foster engagement, adaptability, and long-term stewardship.



A GREAT PARK IS FOR

PEOPLE



A GREAT PARK IS AN

ECOSYSTEM

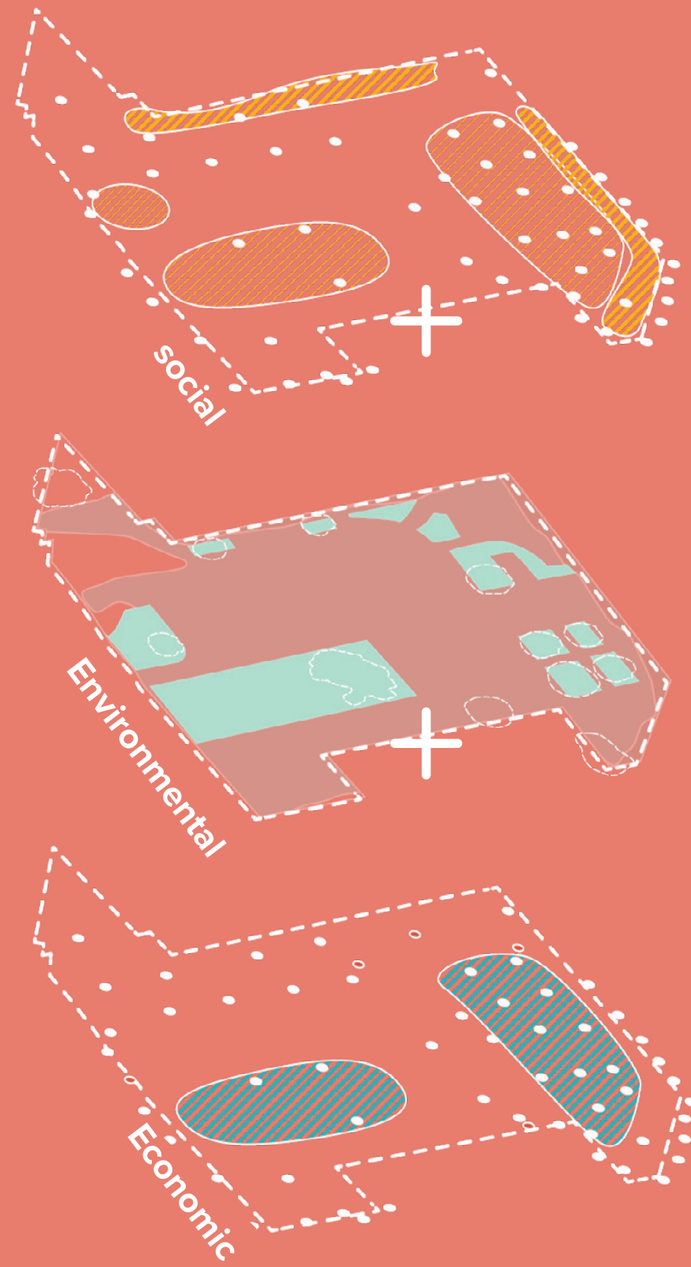


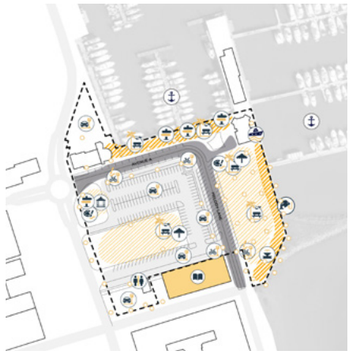
A GREAT PARK SUPPORTS THE

ECONOMY

ANALYSIS

The collection and layering of key observations across social, environmental, and economic lenses allows specific opportunities and challenges to emerge. This integrated perspective forms a strong foundation for thoughtful, community-driven planning and design





SOCIAL OBSERVATIONS

Pedestrian disconnect throughout the park

Events bring welcome bursts of energy and activity, **but limited use outside scheduled programming.**

Existing assets like the gazebo and seating are present but not well integrated.

Missing active-use elements such as play areas, fitness equipment, or wellness zones.



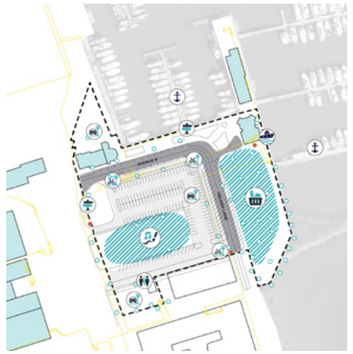
ENVIRONMENTAL OBSERVATIONS

Prime location along the Indian River Lagoon

Predominantly paved and compacted surfaces increase flood vulnerability.

Minimal habitat features for pollinators, birds, or other wildlife.

Overall park design underutilizes its ecological setting and resilience potential.



ECONOMIC OBSERVATIONS

Nearby businesses benefit from proximity but are physically and visually disconnected from the park.

Public parking garage within a five-minute walk could offset reduced on-site parking if better promoted.

Strong potential is available to grow year-round economic activity through everyday programming and placemaking.

Reclaiming waterfront-adjacent parking offers high-value opportunities for public and commercial use.

PUBLIC INPUT

WORKSHOP 1

- On-site engagement at Farmers Market
- Interactive discussions with participants
- Image preference activity
- Open comment collection





WORKSHOP 2

- Mood boards for branding and park vibe
- Theme and style preference activity
- Sticker-based park layout design
- 23 Build-a-park design variations





STAKEHOLDER INTERVIEW

- Interviews with key stakeholders
- Downtown & tourism perspectives
- Questions on park use, values, and priorities
- Input on amenities, events, and sustainability

ONLINE SURVEY

- Community-wide online survey
- 220+ responses collected
- Infrastructure & utilities discussion
- Input on vendors, parking, waterfront use



KEY TAKEAWAYS

THE MARKETS AND EVENTS ARE A CORNERSTONE

The Saturday Farmers Market, as well as all the special events were repeatedly identified as the community's most accepted use of the park. The markets are not only an economic engine but also a cultural gathering space symbolic of Fort Pierce's identity.

DESIRE FOR A FLEXIBLE, MULTI-GENERATIONAL PARK

Feedback emphasized the importance of creating a space that welcomes people of all ages and accommodates multiple types of activity. Families requested interactive play areas, splash pads, and kid-friendly design. Older adults leaned towards shade, seating, and accessibility. Stakeholders emphasized flexible programming infrastructure that could support festivals, casual gathering, and everyday leisure without feeling empty when not in use.

INFRASTRUCTURE THAT SUPPORTS USE, NOT JUST FORM

From all forms of engagement, there was a constant repetition of improving the existing amenities includes upgraded restrooms, integrated electrical and water hookups for vendors, lighting, and signage. In order to not let infrastructure dominate the visual character of the park, the team recommended designs that are embedded, retractable, or architecturally complementary.

STRENGTHENING THE PARK'S NATURAL AND EDUCATIONAL IDENTITY

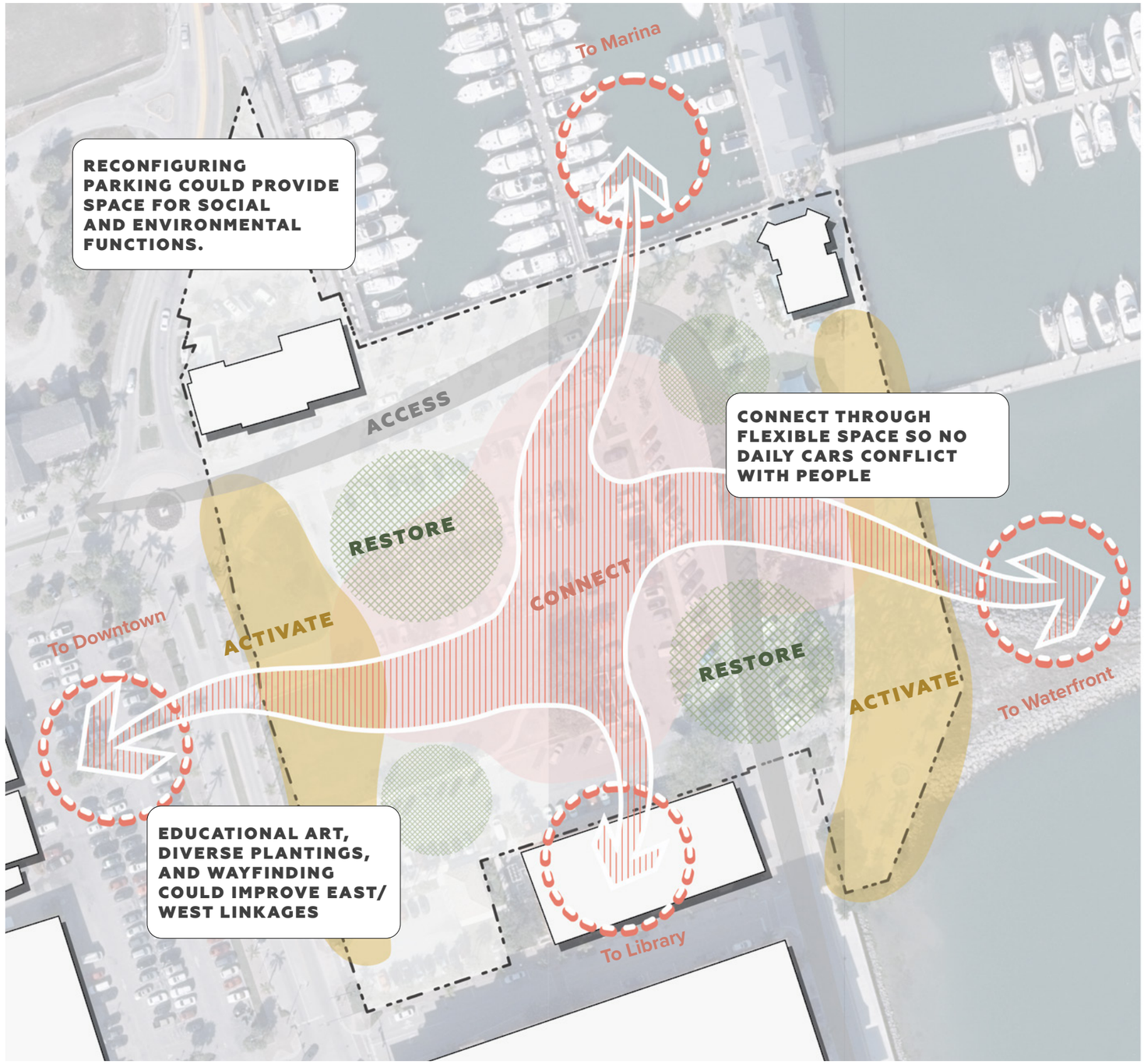
The community is rooted for more green spaces, embracing the lagoons, wildlife and native vegetation. They also showed a preference for lush Florida landscaping, birdwatching areas, and water features that also double up as educational tools. The stakeholders have also suggested incorporating signage and programming that highlights the marina's role as a sponge system. This direction will create environmental awareness and help establish a contextual identity.

PARKING REMAIN CONTESTED BUT CRUCIAL

Parking availability was among the most controversial topics. Marina representatives noted the difficulty for long term marina tenants to walk with equipment and groceries from distant lots, while event organizers elaborated on frequent conflicts over weekend parking. There is strong support for creative solutions such as better signage, loading zones, shuttles, and balancing weekday versus weekend needs.



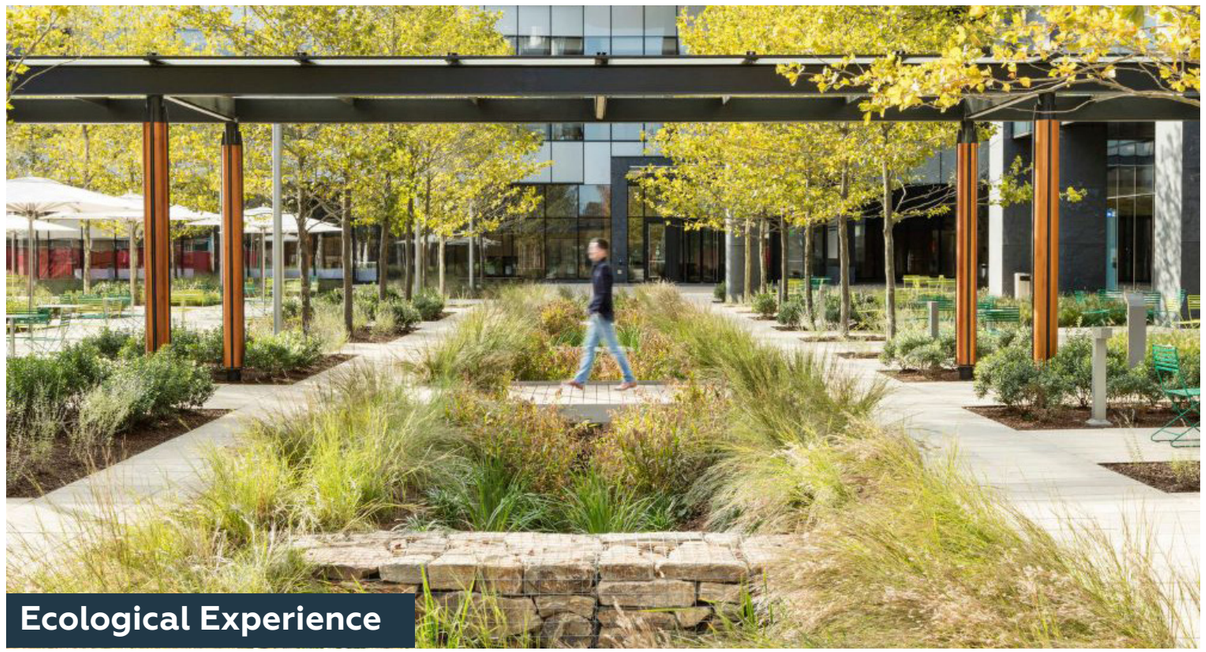
DESIGN INTENT

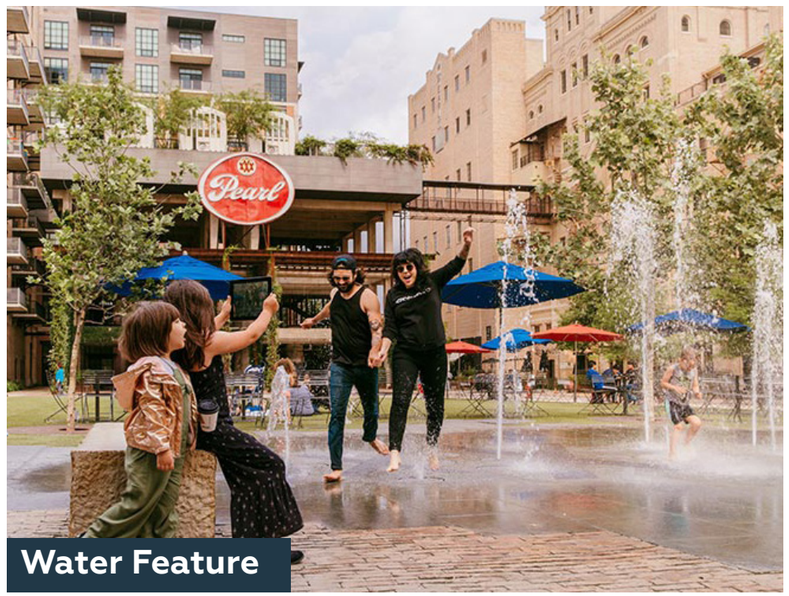


DESIGN ELEMENTS



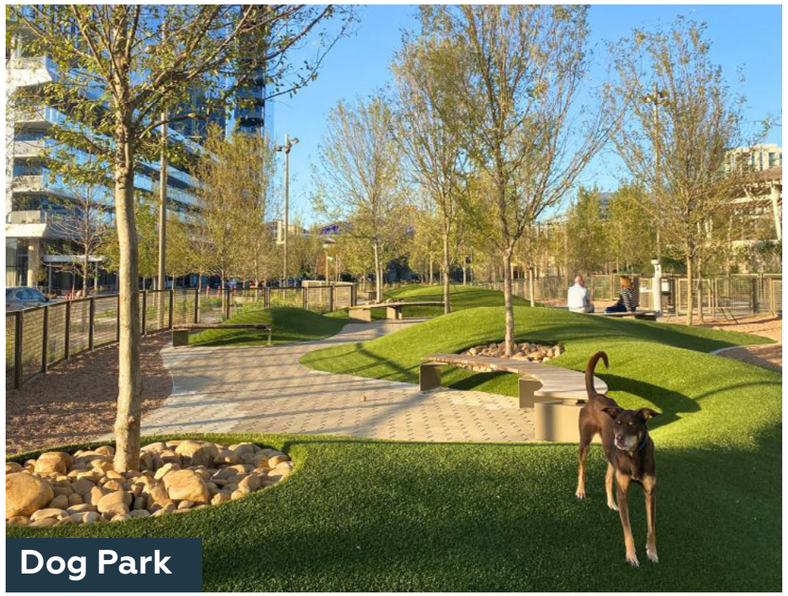
Event Plaza


Ecological Experience



Water Feature


Nature Based Play


Dog Park

DESIGN ELEMENTS


Waterfront Promenade


Vendor Pavilion


Tram Stop


Interactive Art


Multi-generational Play


Permeable Parking

Marina Square
FORT PIERCE

Marina Square
FORT PIERCE

Imagine Fort Pierce's waterfront as the City's commons: open lawns for picnics, a plaza alive with markets and music, and shady groves for quiet moments. Marina Square brings all this together, anchored by a riverfront promenade that ties the heartbeat of downtown to the beauty of the Indian River.





Listening to the small band at the gazebo on Saturday morning

Having a picnic with co-workers between work break

Walking along N. Indian Drive and feeling the park vibes at Marina Square

IMAGINE : The Entry Lawn

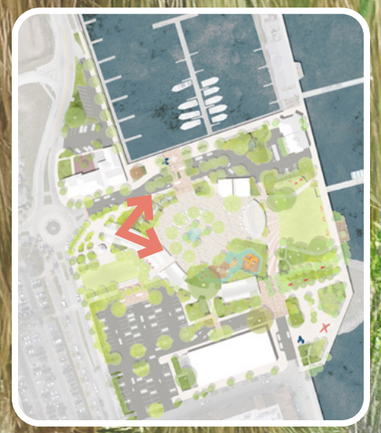


Playing chess with friends and family

Checking out the crafts at the market

Enjoying the shaded canopy walk

IMAGINE : The Colonnade



Learning about Marina Square's stormwater management

Walking across the wetland experience to access the park

Taking a break in the lush Native Florida landscape

IMAGINE : The Sponge



Discover native trees and wildlife on an afternoon walk

Enjoying the vendors & farmer’s market during the day

Heading to the splash pad with the kids after some playground fun

IMAGINE : The Plaza



Playing ping-pong under the palm grove

Getting a closer experience with the Indian River Lagoon

Riding a bike along the riverfront

Enjoying a concert on the lawn with friends

IMAGINE : The Waterfront


Shine
Marina Square

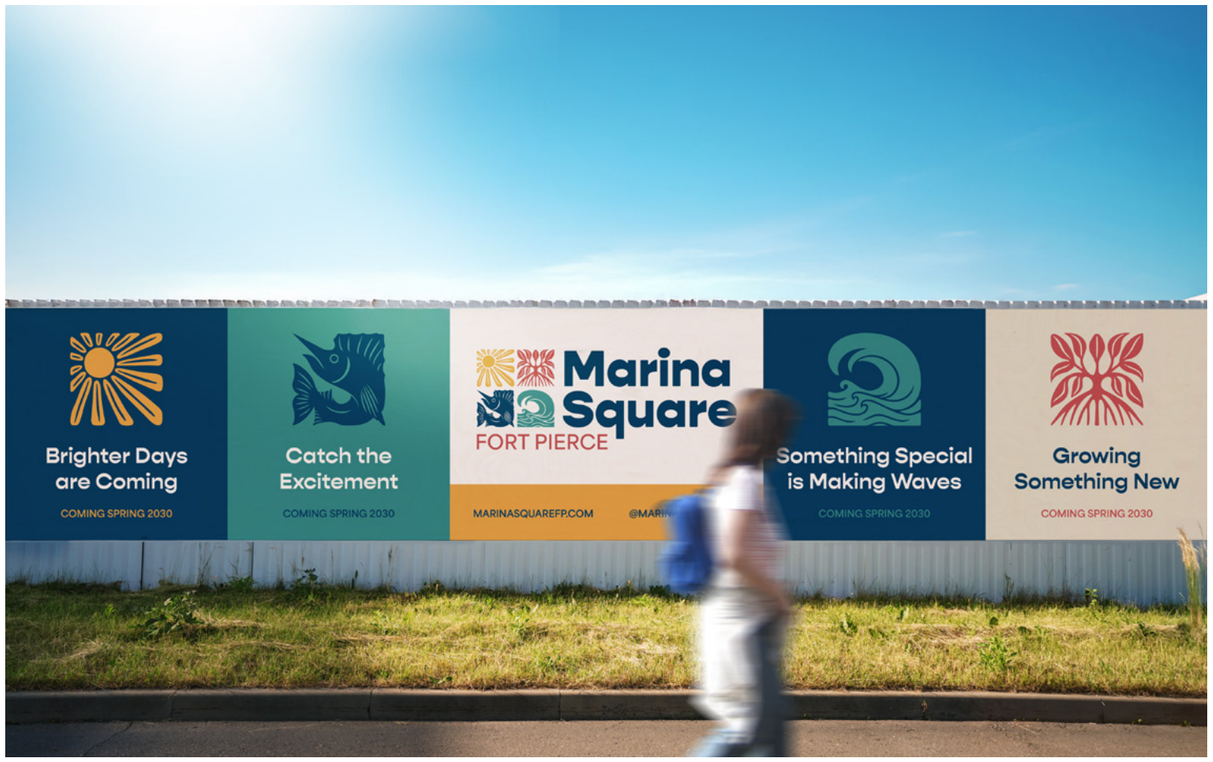

Playground
Restrooms




Marina Square


Catch
Marina Square


EVERY THURSDAY NIGHT
6 - 7 PM
Yoga
ON THE
Lawn
Marina Square


Brighter Days are Coming
COMING SPRING 2030
Catch the Excitement
COMING SPRING 2030
Marina Square
FORT PIERCE
MARINASQUAREFP.COM
Something Special is Making Waves
COMING SPRING 2030
Growing Something New
COMING SPRING 2030

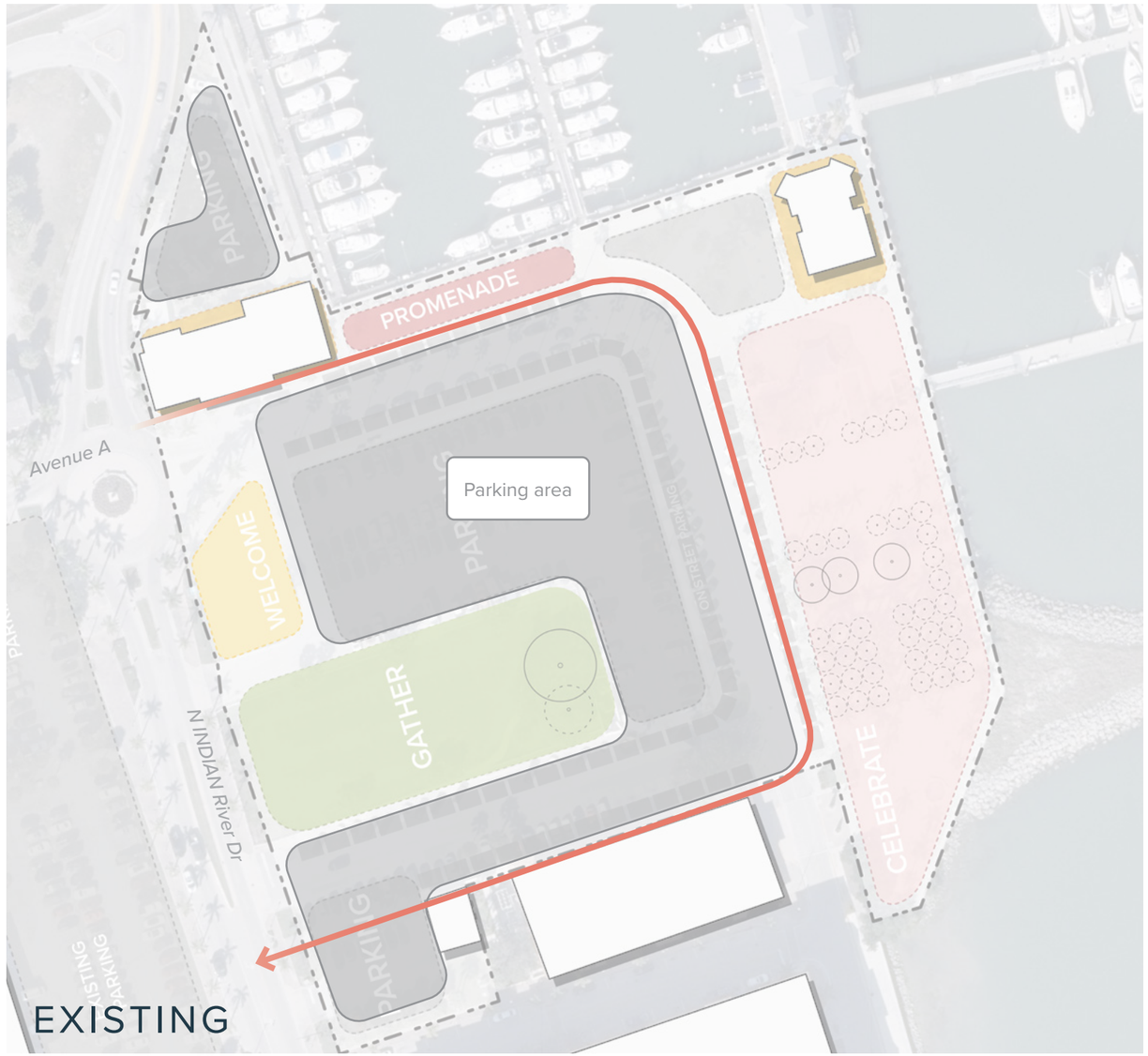

Grow
Marina Square

EXPERIENCE : The Fly-Through



MARINA SQUARE: **SUPPORT-SYSTEMS**

PARKING & CIRCULATION



EXISTING



PROPOSED

DROP OFF AREA

PUBLIC PARKING (100 PROPOSED SPACES + 15 EXISTING)

VEHICULAR CIRCULATION

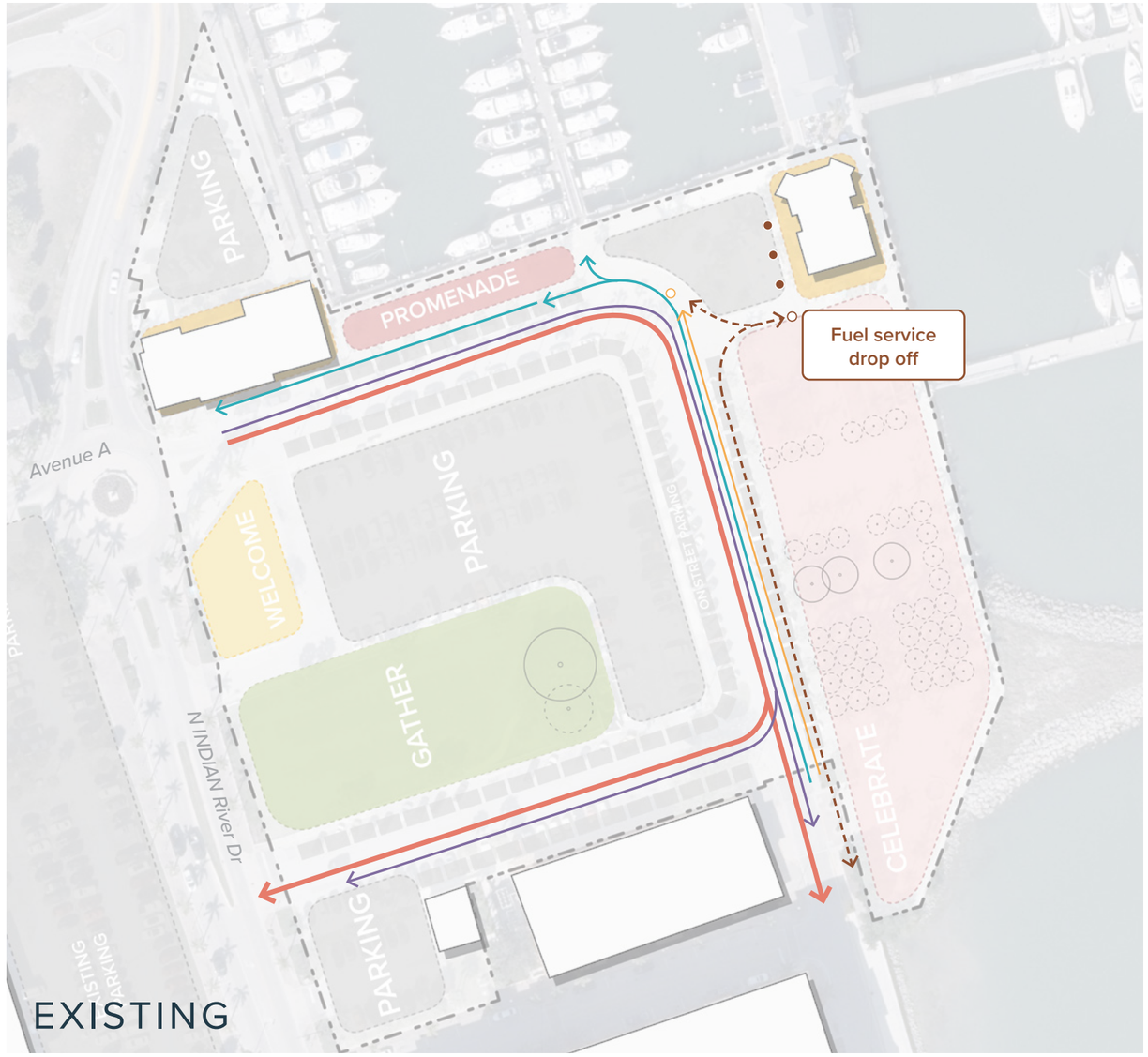
SERVICE AND VENDOR ACCESS ONLY

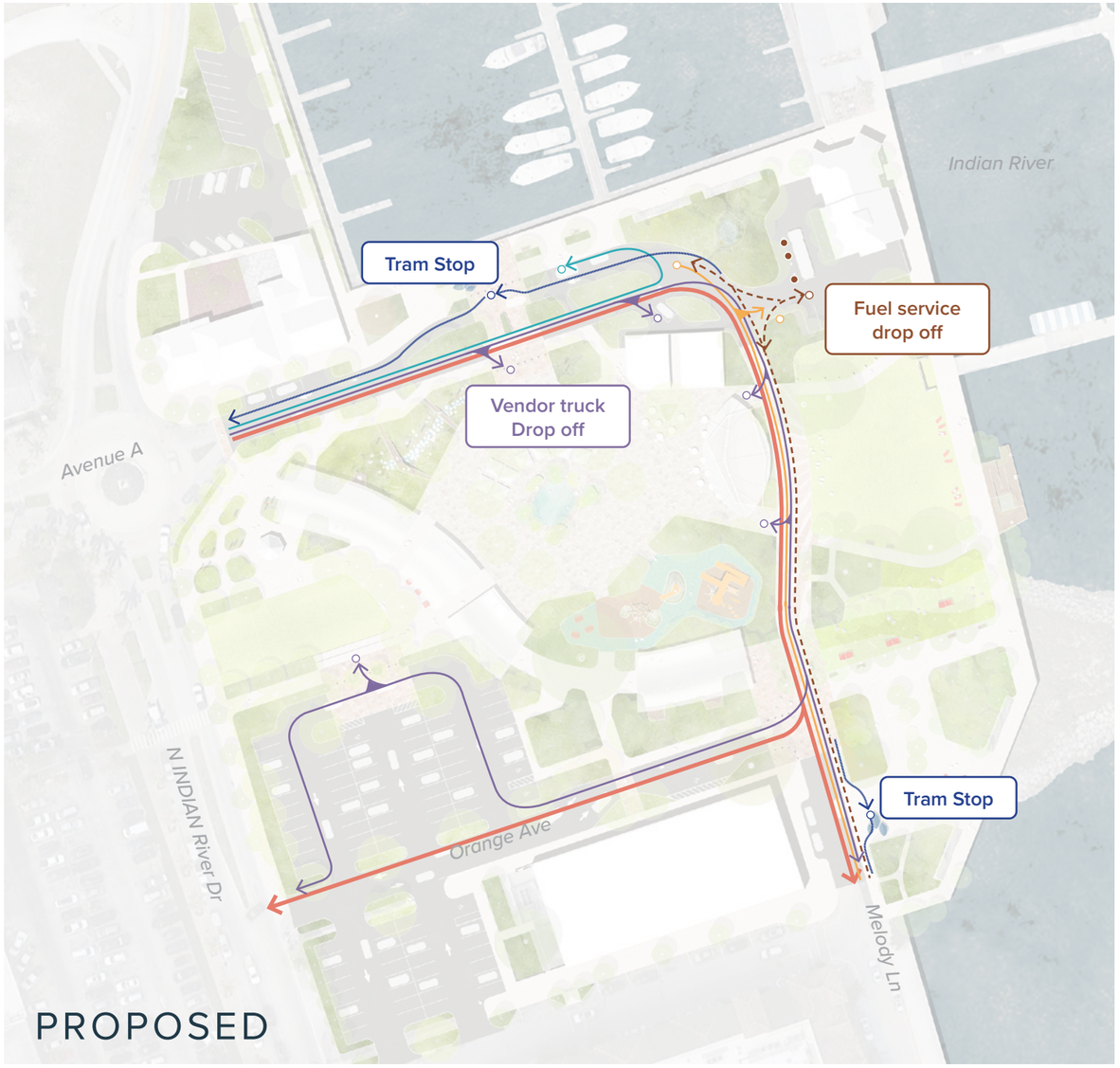
CITY TRAM STOP

Total existing parking: **211 spaces**

Total proposed parking spaces: **100 spaces**

SERVICE ROUTES





EMERGENCY VEHICLES

SERVICE VEHICLES (DELIVERY & GARBAGE TRUCKS)

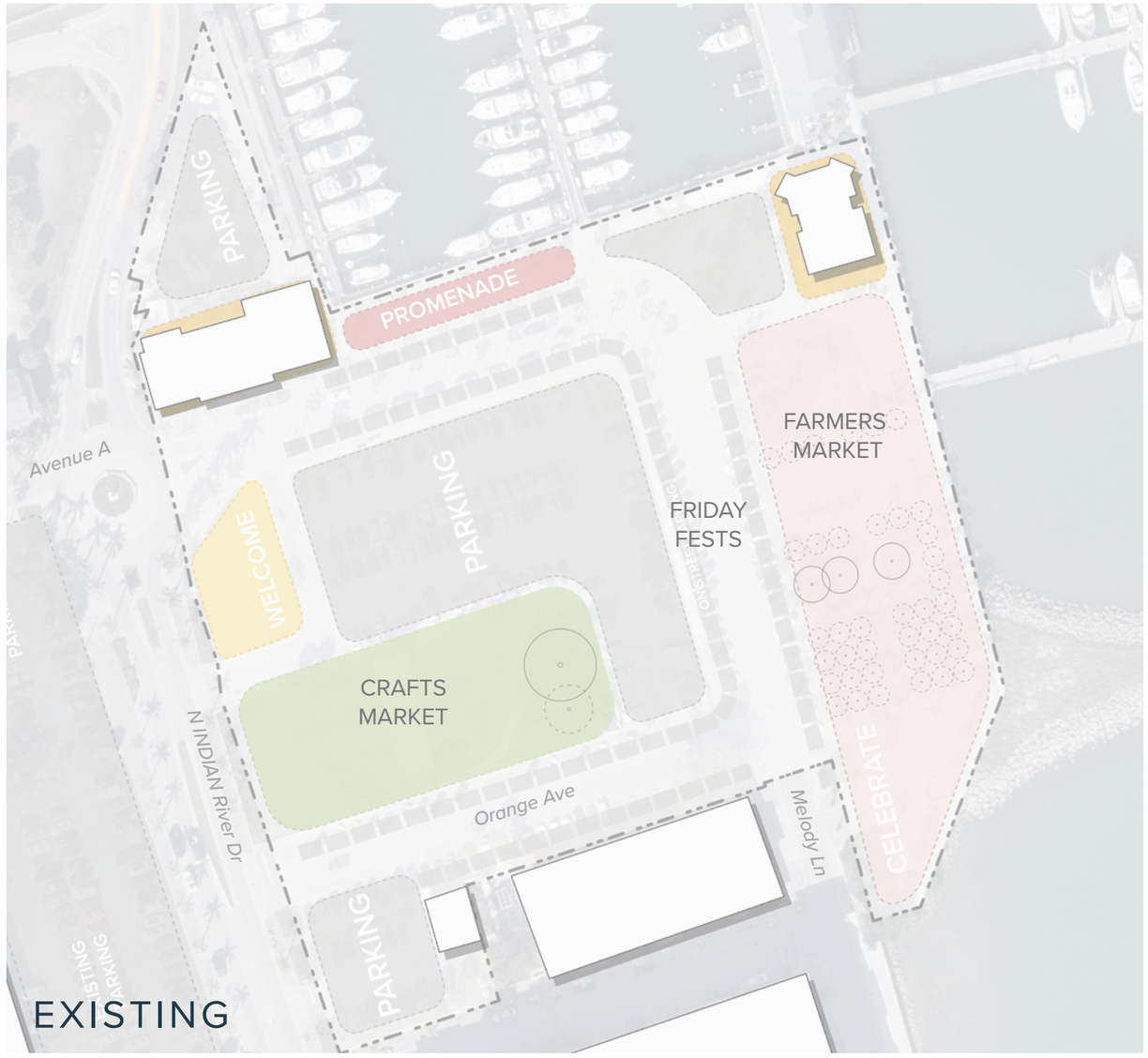
FUEL SERVICE VEHICLE

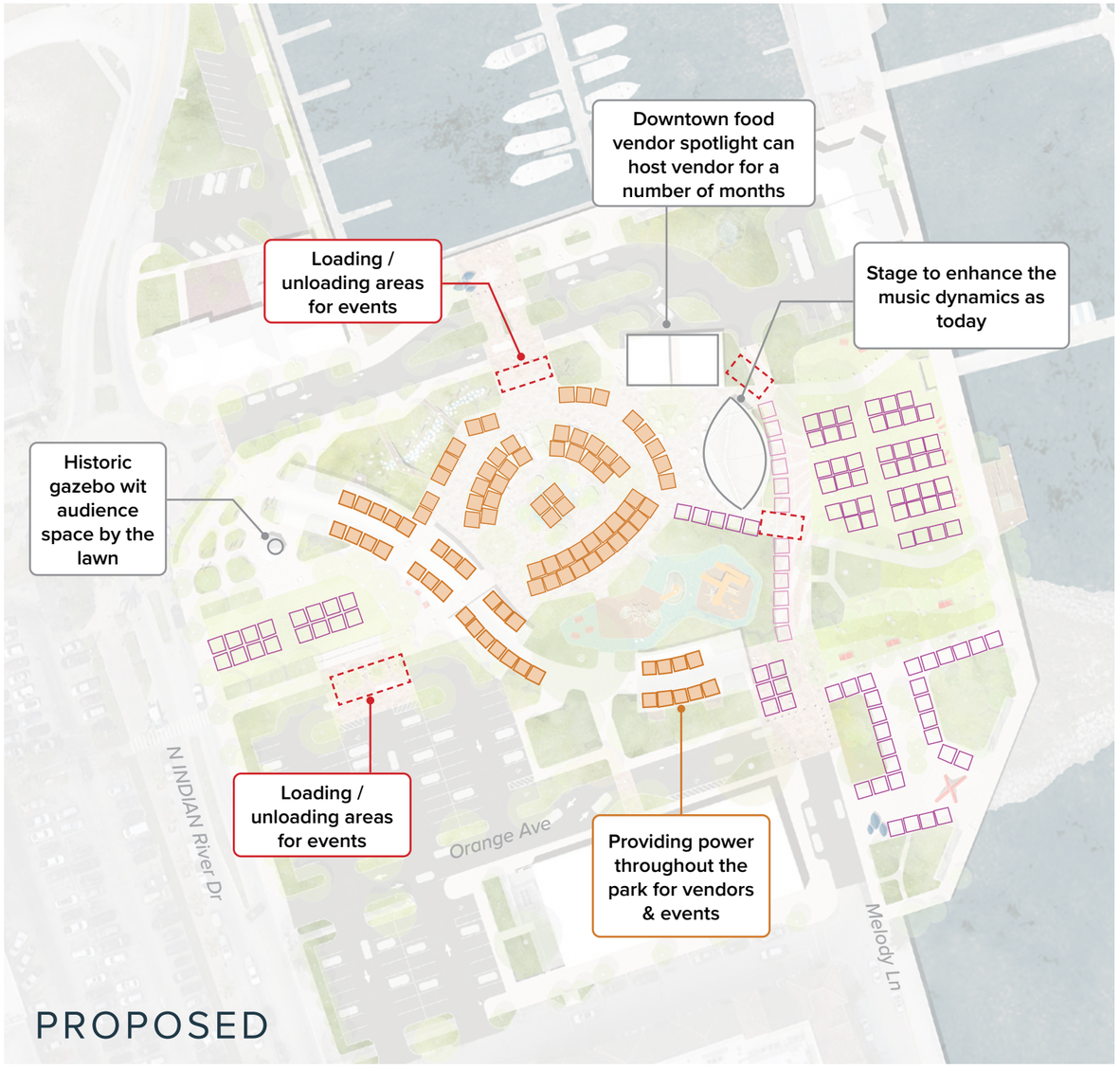
VENDOR TRUCKS

TRAM

MARINA

VENDORS & MARKETS





PROPOSED **(92 SPACES)**

- PROPOSED VENDOR SPACES
- VENDOR / EVENT LOADING - UNLOADING ZONES

OVERFLOW **(110 SPACES)**

- OVERFLOW VENDOR SPACES
- SUITABLE FOR FOOD TRUCKS

PHASE 1:

Establish parking and southern access
Markets stay along the water, crafts can move along the parking lot and Melody Lane

Temporary activation ideas:









PHASE 2:

Parking lot complete
Establish central park and plaza
Markets stay along the water, crafts can move along the parking lot and Melody Lane



PHASE 3:

Central park and plaza are now complete
All vendor events establish along new plaza and colonnade



Marina Square
FORT PIERCE

1. WATERFRONT PROMENADE
2. CITY TRAM STOPS (2)
3. STORMWATER SWALE
4. SCULPTURE PLAZA
5. HISTORIC GAZEBO
6. VENDOR COLONNADE
7. SUNKEN LAWN AND TERRACES
8. DOWNTOWN CROSSWALK
9. SPLASH PAD
10. INFORMATION CENTER OR VENDOR
11. RESTROOMS
12. MARINA SERVICE AREA
13. EVENT STAGE
14. OPEN LAWN
15. MARINA LOADING ZONE
16. MARINA DOCK
17. PALM GROVE
18. SWING SET
19. SHOWCASE GARDENS
20. DISCOVERY PLAYGROUND
21. DISCOVER DECKS
22. EDUCATIONAL SIGNAGE
23. PUBLIC PARKING
24. VALET PARKING DROP OFF
25. DOG PARK
26. SERVICE AREA FOR RESTROOMS AND VENDOR



COST ESTIMATION

Please note this is a cost estimate based on the available information provided on this conceptual level of design and is subject to change in the schematic and construction design phase.

ITEM	COST
Site Work & Hardscape	$3,000,000.00
Landscape & Irrigation	$800,000.00
Site Furnishing & Architecture	$10,000,000.00
Playground Area	$900,000.00
Subtotal	***$14,700,000.00***
Additional Costs	***$7,000,000.00***
ESTIMATED PROJECT COST	**$21,700,000.00**

Marina Square
FORT PIERCE

FPRA Regular Meeting - 5:05 PM **8. B.**

Meeting Date: September 9, 2025

Re: Sunrise Event Center Schematic Design Plans Presentation

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Sunrise Event Center Schematic Design Presentation by Architects Design Collaborative

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Attachments

Presentation

Schematic Design Drawings

Renderings

Estimate of Probable Cost

Sunrise Event Center

City of Fort Pierce

Fort Pierce Sunrise Event Center Design | July 21th, 2025 | R1

ARCHITECTS DESIGN
COLLABORATIVE, LLC



Sunrise Event Center
MATERIALS

Sunrise Event Center | Reception



1. CEILING
2. CUSTOM WALL WRAP
3. WALL MOUNTED LETTERS
4. RECEPTION DESK
5. FLOORING

Sunrise Event Center | Corridor



1 CEILING

2 CUSTOM WALL WRAP

6 DOORS

Sunrise Event Center | Bar



Sunrise Event Center | Multi-purpose Rooms



5 FLOORING

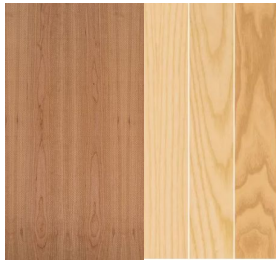
8 WAINSCOT

9 WOOD WALL BASE

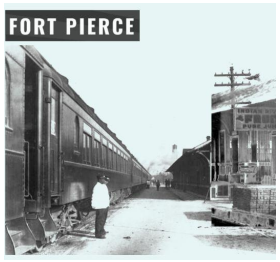
10 MOVEABLE PARTITIONS

11 PROJECTOR

MATERIAL SWATCHES



1 **Ceiling**
Armstrong WoodWorks
Vector (left)
Grille (right)



2 **Wall Mural**
Custom Vinyl Wall Wrap
(Matte)



3 **Wall Mounted Letters**
Brass



4 **Countertop/Reception**
Wilsonart SS
Ice Statuario 9912

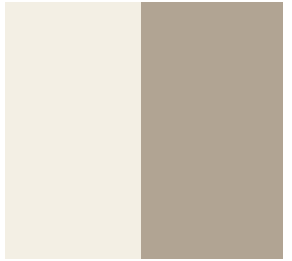


5 **Flooring**
LEA Bio Attitude - Almond
(Wood Tile)
Interface Deckled - Bone
(Carpet)

6 **Doors**
Wood Veneer - Painted



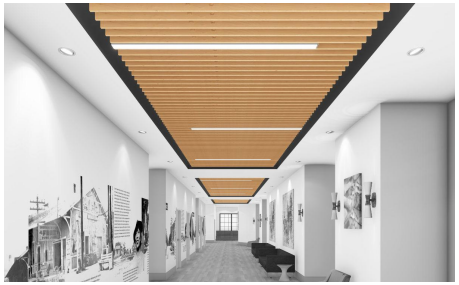
7 **Cabinetry**
Formica - Laminate
Oiled Legno 8846



8 **Paint**
Sherwin Williams
SW7102 White Flour
(Walls)
Sherwin Williams
SW9612 Perfect Khaki
(Trims)

CEILING









Constants - Walnut



Plain Slice White Ash

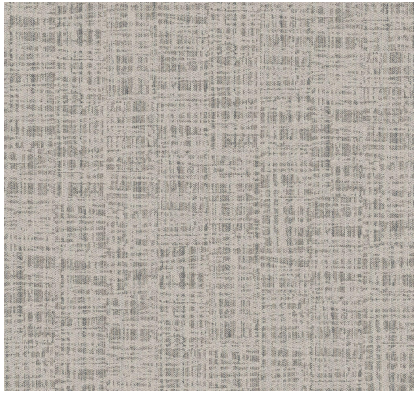
FLOORING







LEA: Almond



Interface: Deckled - Bone



Sunrise Event Center
LIGHTING

Sunrise Event Center | Reception

1 6” LED Recessed Downlight





Black Trim finishes at wood ceilings.

White Trim finishes at drywall ceilings.

2 LED Pendant Light





Sunrise Event Center | Corridor

3 **LED Wall Sconce**



4 **4” LED Recessed Adjustable Spot Light**



5 **Linear Light**





Sunrise Event Center

VINYL WALL WRAP

CUSTOM WALL WRAP | Historic Events of Fort Pierce

*Images below are conceptual for for further development depicting brief historic events within Fort Pierce.







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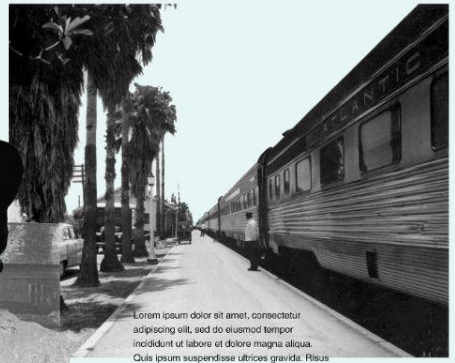

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Sunrise Event Center
FURNITURE

SEATING INSPO - Stacking - Lounge - Bar - Bride









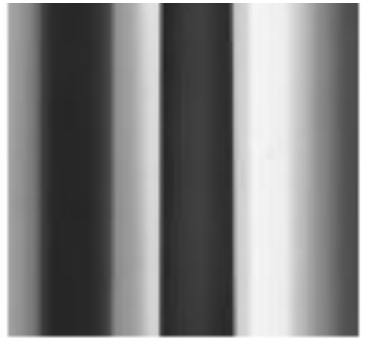




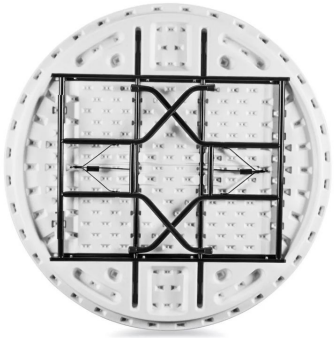
TABLE INSPO - Stacking - Meeting



Solid Laminate Top



Aluminium Frame







Sunrise Event Center
MEETING ROOM LAYOUTS

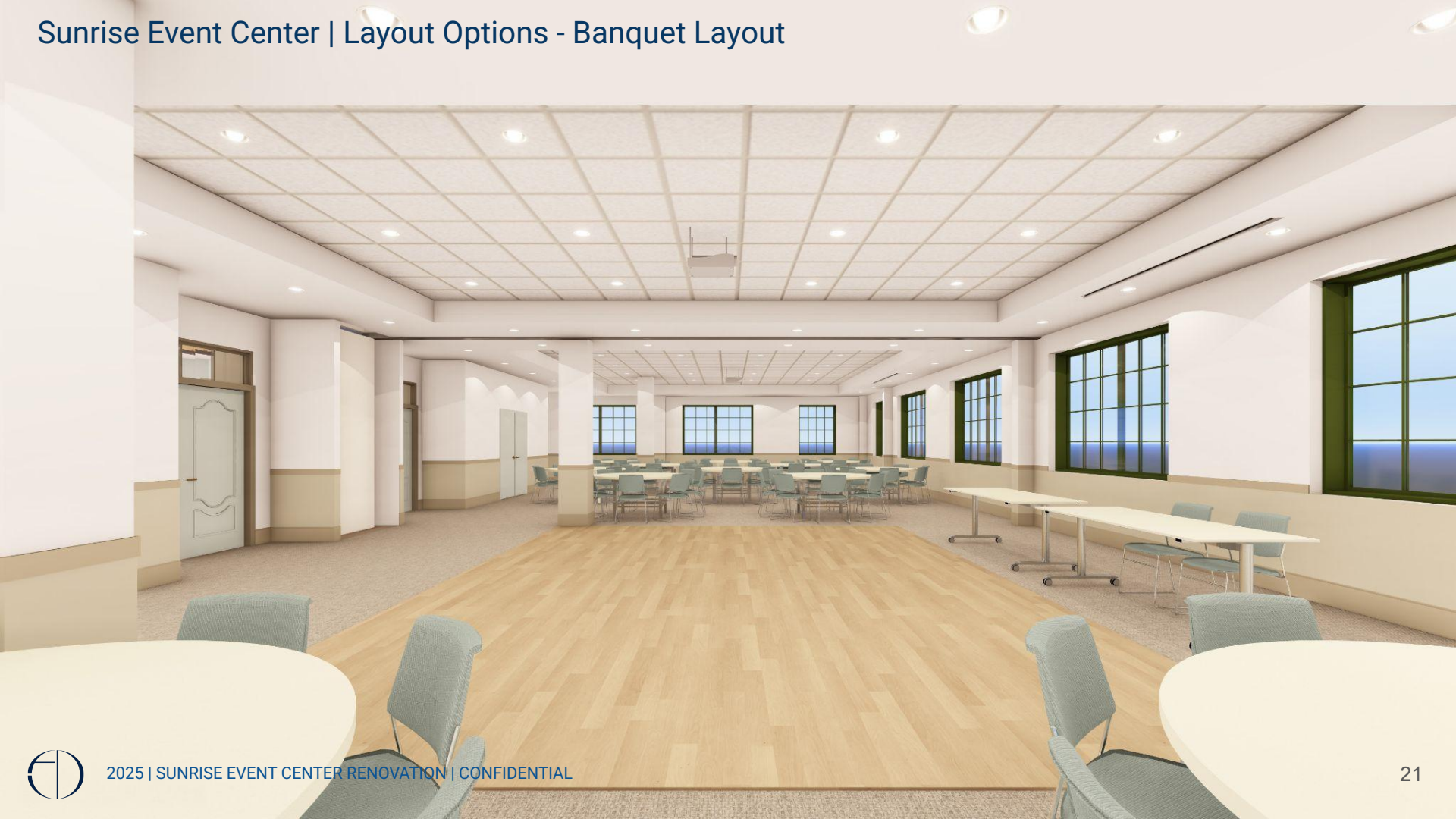
Sunrise Event Center | Layout Options - Classroom Layout



Sunrise Event Center | Layout Options - Conference Layout



Sunrise Event Center | Layout Options - Banquet Layout

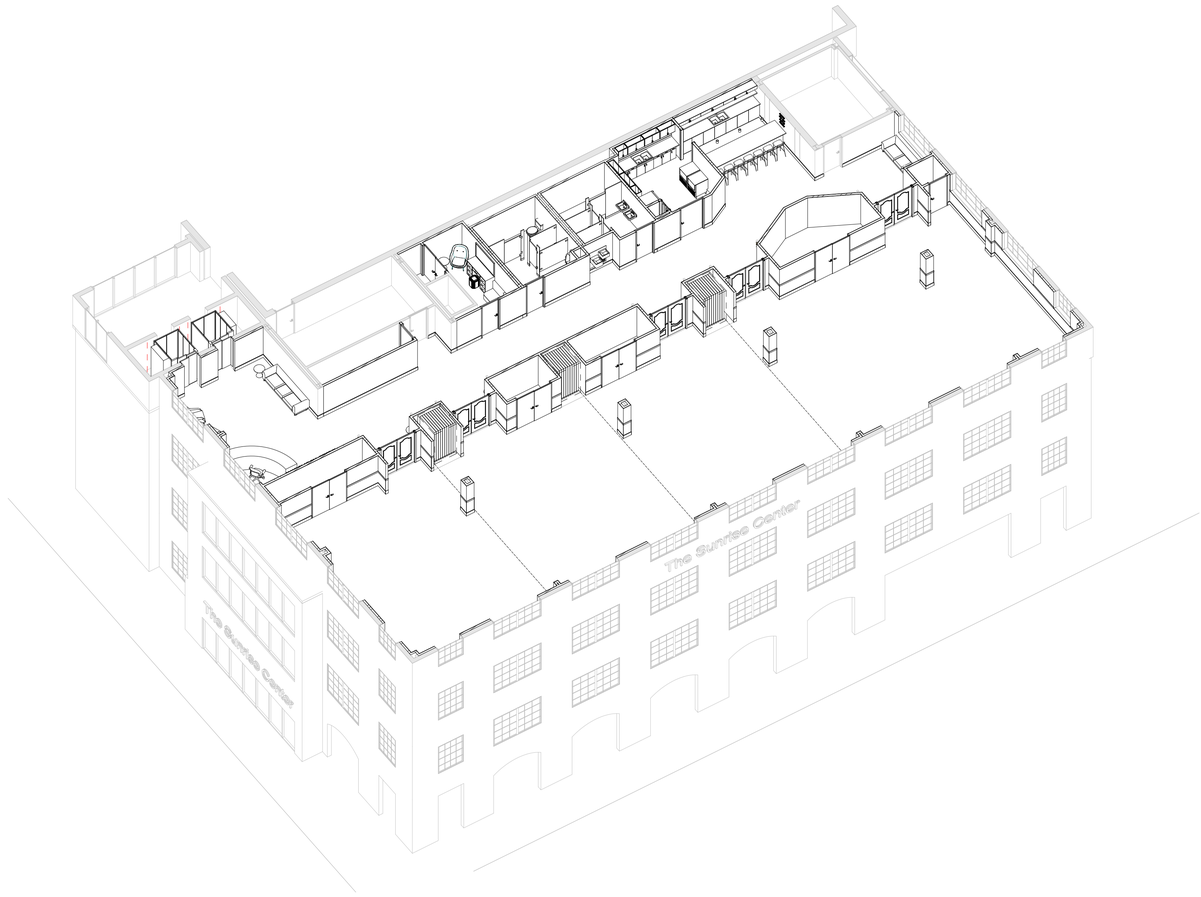




HERE IS TO LONG LASTING MEMORIES!

SCHEMATIC DESIGN FOR:

SUNRISE EVENT CENTER



300 ORANGE AVENUE,
FORT PIERCE, FL 34950

7-22-2025

25-124

ARCHITECTS DESIGN
COLLABORATIVE, LLC

ARCHITECTURE | URBAN DESIGN
PLANNING | INTERIORS

10489 SOUTHWEST MEETING ST
TRADITION,
PORT ST. LUCIE, FL 34987
TEL. (772) 286 9004

WWW.ADC-ARCHITECTS.NET



PROPOSED 4TH FLOOR PLAN
SCALE: 1/8" = 1'-0"

DEPARTMENT LEGEND

- CIRCULATION
- MULTIPURPOSE
- SERVICE
- STORAGE
- WAITING

WALL LEGEND

	EXISTING TO REMAIN
	NEW FRAMING

ROOM SCHEDULE

Name	Area	DEPARTMENT	Number
BANQUET HALL	1431 SF	MULTIPURPOSE	411
BAR	410 SF	WAITING	408
BAR SERVING	86 SF	SERVICE	422
BRIDE ROOM	108 SF	MULTIPURPOSE	402
CLOSET	19 SF	STORAGE	409
CORRIDOR	1025 SF	CIRCULATION	415
ELECTRICAL	28 SF	SERVICE	420
MEETING ROOM 1	962 SF	MULTIPURPOSE	414
MEETING ROOM 2	907 SF	MULTIPURPOSE	413
MEETING ROOM 3	897 SF	MULTIPURPOSE	412
MEN'S RESTROOM	152 SF	SERVICE	404
MISC. STORAGE	64 SF	STORAGE	401
RECEPTION	457 SF	WAITING	400
STORAGE 1	67 SF	STORAGE	418
STORAGE 2	47 SF	STORAGE	403
STORAGE 3	65 SF	STORAGE	405
STORAGE 4	140 SF	STORAGE	419
UTILITY	5 SF	SERVICE	421
WARMING KITCHEN	179 SF	SERVICE	407
WOMEN'S RESTROOM	147 SF	SERVICE	406

SF PER OCCUPANCY

Area
CIRCULATION
1025 SF
MULTIPURPOSE
4305 SF
SERVICE
597 SF
STORAGE
402 SF
WAITING
867 SF
7197 SF

AREA OCCUPANCY CALCULATION (F.B.C. TABLE 1004.5)

NAME	AREA	FUNCTION SPACE	OCCUPANT LOAD FACTOR	OCCUPANTS
BANQUET HALL	1431 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	95.42
BAR	410 SF	ASSEMBLY W/O FIXED SEATS CONCENTRATED (CHAIRS ONLY-NO FIXED)	7 NET	58.51
BAR SERVING	86 SF	KITCHENS, COMMERCIAL	200 GROSS	0.43
BRIDE ROOM	108 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.36
CLOSET	19 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.06
CORRIDOR	1025 SF	BUSINESS AREAS	150 GROSS	6.83
ELECTRICAL	28 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.09
MEETING ROOM 1	962 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	64.15
MEETING ROOM 2	907 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	60.47
MEETING ROOM 3	897 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	59.81
MEN'S RESTROOM	152 SF	BUSINESS AREAS	150 GROSS	1.01
MISC. STORAGE	64 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.21
RECEPTION	457 SF	ASSEMBLY W/O FIXED SEATS CONCENTRATED (CHAIRS ONLY-NO FIXED)	7 NET	65.35
STORAGE 1	67 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.22
STORAGE 2	47 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.16
STORAGE 3	65 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.22
STORAGE 4	140 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.47
UTILITY	5 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.02
WARMING KITCHEN	179 SF	KITCHENS, COMMERCIAL	200 GROSS	0.90
WOMEN'S RESTROOM	147 SF	BUSINESS AREAS	150 GROSS	0.98
Grand total: 20	7197 SF			415.67

NUMBER OF PLUMBING FIXTURES REQUIRED (FBC TABLE 2902.1)

OCCUPANCY: A (ASSMEBLY GROUP A-2)

GENDER	TOTAL NUMBER OF OCCUPANTS	OCCUPANT RATIO (F)	OCCUPANT RATIO (M)	WATER CLOSETS / URINALS: REQ. FIXTURE PER OCCUPANT 1 PER (X)	WATER CLOSETS / URINALS: MIN. REQUIRED	LAVATORY: REQ. FIXTURE PER OCCUPANT 1 PER (X)	LAVATORY: MIN. REQUIRED	DRINKING FOUNTAIN: REQ. FIXTURE PER OCCUPANT 1 PER (X)	DRINKING FOUNTAIN: MIN. REQUIRED	SERVICE SINK: MIN. REQUIRED
FEMALE (F)	219	1	1	1:75	3 (2.9)	1:200	2 (1.1)	100	1	1
MALE (M)	219				3 (2.9)		2 (1.1)			
TOTAL	428				6		4		2	1
PROVIDED					7		4		2	1



4TH FLOOR KEY PLAN

ARCHITECTS DESIGN COLLABORATIVE, LLC

ARCHITECTURE
URBAN DESIGN
PLANNING
INTERIORS

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SUNRISE EVENT CENTER

TEL. (772) 286 9004
WWW.ADC-ARCHITECTS.NET
10489 SOUTHWEST MEETING ST TRADITION, PORT ST. LUCIE, FL 34987

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ORIGINAL DATE: 7-22-2025

JOB FILE NUMBER: 25-124

A101

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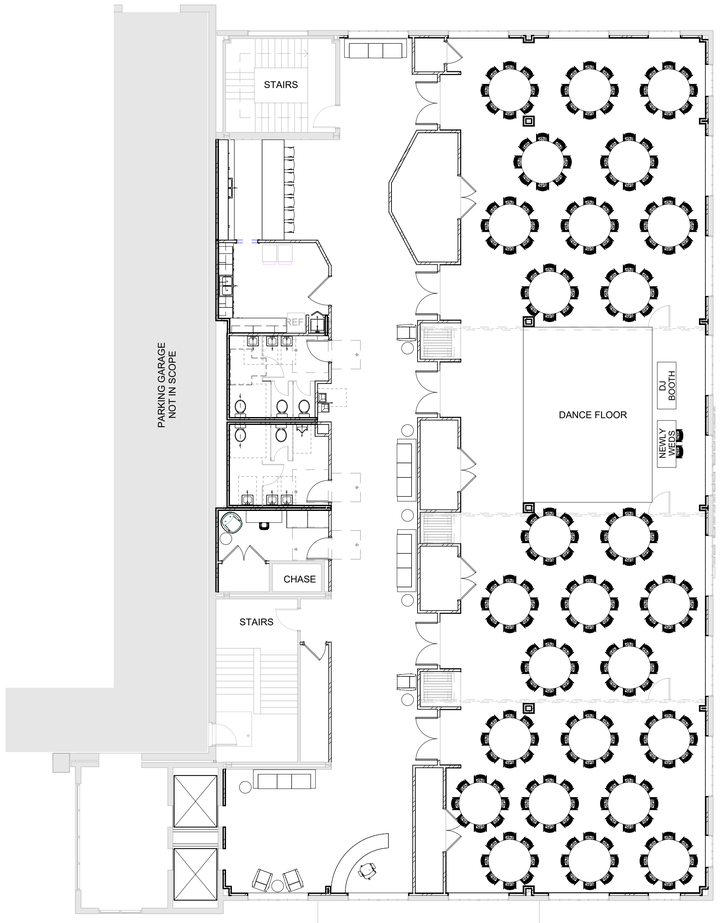
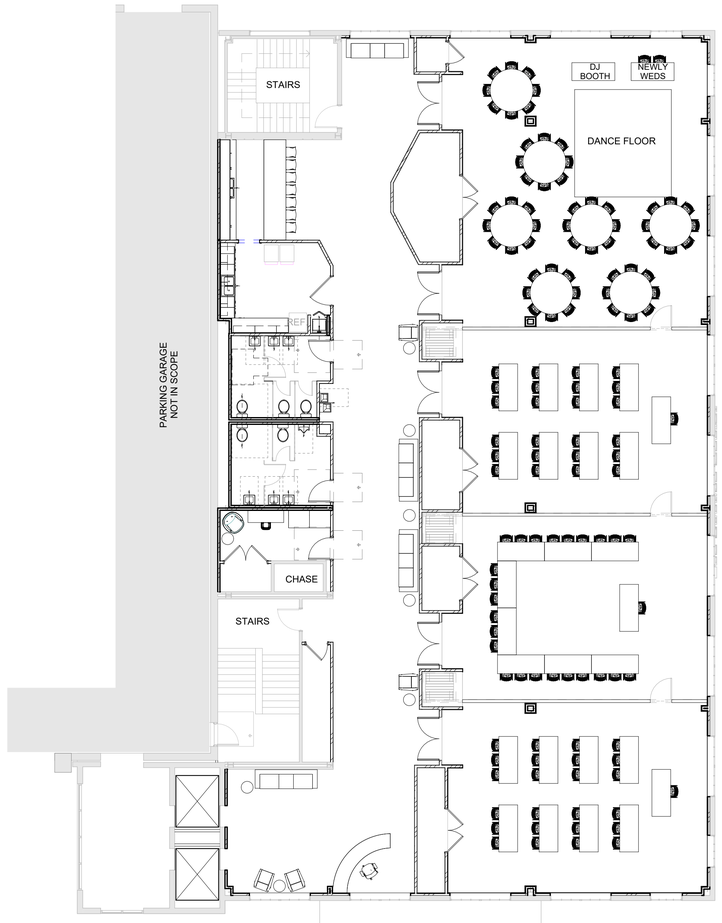


1 PROPOSED 4TH FLOOR PLAN - LAYOUT OPTION 1

SCALE: 1" = 10'-0"

TOTAL: 210 SEATING



2 PROPOSED 4TH FLOOR PLAN - LAYOUT OPTION 2

SCALE: 1" = 10'-0"

BANQUET ROOM: 58 SEATING

MEETING ROOMS : 25 + 25 +25

TOTAL: 133 SEATING

ARCHITECTS DESIGN
COLLABORATIVE, LLC

ARCHITECTURE
URBAN DESIGN
PLANNING
INTERIORS

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SUNRISE EVENT CENTER

TEL. (772) 286 9004
WWW.ADC-ARCHITECTS.NET
10489 SOUTHWEST MEETING ST TRADITION, PORT ST. LUCIE, FL 34987

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ORIGINAL DATE:
7-22-2025

JOB FILE NUMBER:
25-124

A102

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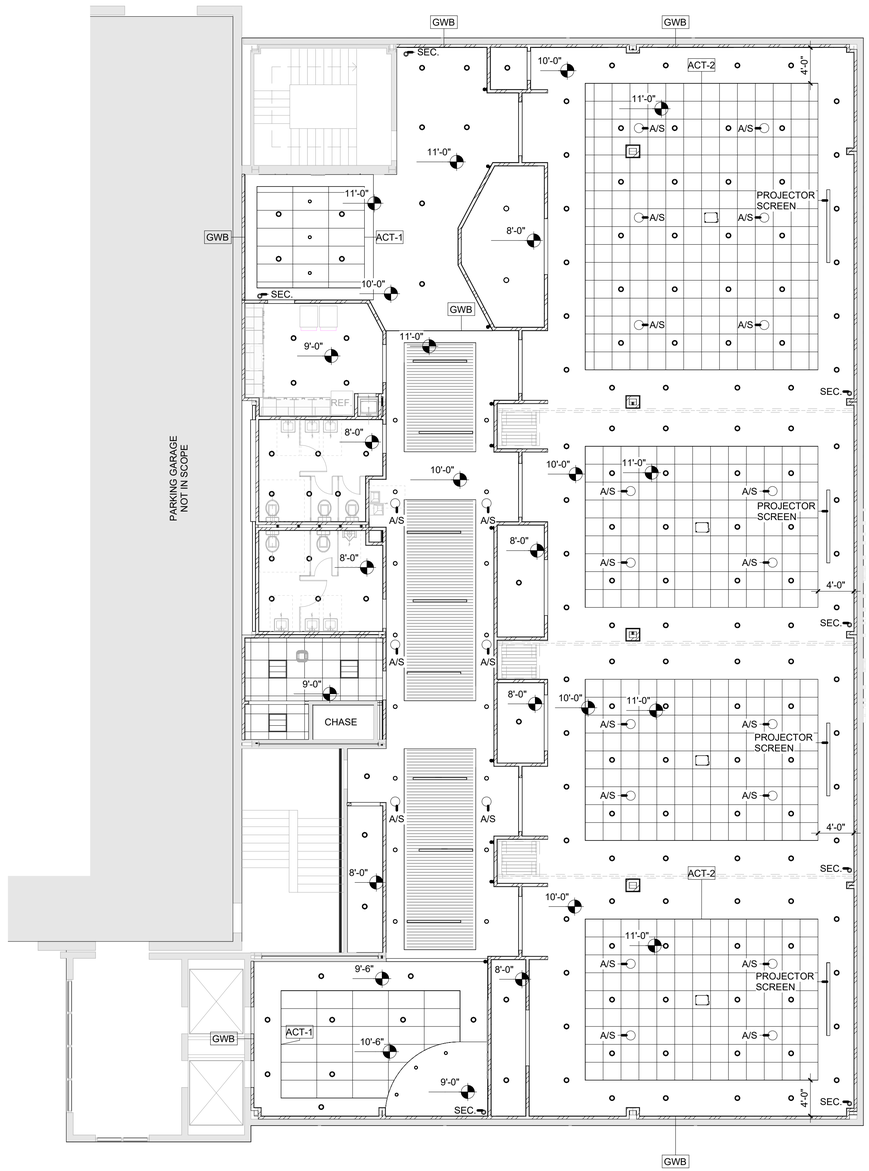

REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION
	1' LINEAR WALL SCONCE
	4" RECESSED CAN LED
	6" RECESSED CAN LED
	PENDANT
	AUDIO SPEAKER (A/S)
	SECURITY CAMERA (SEC.)
	6' LINEAR LIGHT
	2X2 TROFFER
	WOOD SLATS
	2' x 2' MINERAL ACT
	2' x 4' WOOD ACT

LIGHTING FIXTURE SCHEDULE

TYPE MARK	TYPE	MANUFACTURER	DESCRIPTION	IMAGE	Count
L1.A	6" Recessed Downlight (White Trim)	-	-		163
L1.B	6" Recessed Downlight (Black Trim)	-	-		7
L2	Pendant Light	-	-		6
L3	Linear Light	-	-		8
L4	Wall Sconce	-	-		10
L5	2'x2' Troffer	-	-		3
L6	4" RECESSED DOWNLIGHT	-	-		16

CEILING SCHEDULE

TYPE MARK	TYPE	MANUFACTURER	DESCRIPTION
ACT-1	2' x 4' Armstrong WOODWORKS System	-	-
ACT-2	2' x 2' ACT System	-	-
GWB	GWR ON MTL. STUD	-	-

1 **4TH FLOOR REFLECTED CEILING PLAN**
SCALE: 1/8" = 1'-0"

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ORIGINAL DATE: 7-22-2025

JOB FILE NUMBER: 25-124

A200

7/22/2025 4:38:56 PM
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Sunrise Event Center

City of Fort Pierce

Fort Pierce Sunrise Event Center Design | July 21th, 2025 | R1

ARCHITECTS DESIGN
COLLABORATIVE, LLC



Sunrise Event Center
RENDERINGS

Sunrise Event Center | Reception



Sunrise Event Center | Corridor



Sunrise Event Center | Bar



Sunrise Event Center | Bar





FORT PIERCE, FL

ESTIMATE OF PROBABLE COST

OWNER:	CITY OF FORT PIERCE	DATE OF CONTRACT	N/A	DATE:	**29-Jul-25**
	300 ORANGE AVE	NOTICE OF COMMENCEMENT	N/A	REQ. NO.	0
	FORT PIERCE, FL 33950	NOTICE TO OWNER	N/A	Period to:	JULY
		DATE PERMIT ISSUED	N/A	Last Rev:	N/A
PERMIT NO.:	N/A	CONSTRUCTION START	N/A	SIZE IN SF:	7,678.00

	ITEM DECRIPTION	SCHEDULED VALUE	PREVIOUS PREVIOUS	THIS PERIOD	STORED MATERIALS	COMPLETE TO DATE	% COMP.	BALANCE TO FINISH	%
DIV 1	**GENERAL REQUIREMENTS**								
01200	**PRICE & PAYMENT PROCEDURES**								
01213	INSPECTIONS AND TESTING	$4,500.00				$0.00	0.00%	$4,500.00	0.27
01300	**ADMINISTRATIVE REQUIREMENTS**	$81,900.00						$81,900.00	4.95
01530	TEMPORARY CONSTRUCTION	$1,400.00				$0.00	0.00%	$1,400.00	0.08
01700	**EXECUTION REQUIREMENTS**	$21,894.10						$21,894.10	1.32
DIV 2	**SITE CONSTRUCTION**								**12.98**
02200	**SITE PREPARATION**	$0.00				$0.00	0.00%	$0.00	-
02220	SITE DEMOLITION	$0.00				$0.00	0.00%	$0.00	-
DIV 3	**CONCRETE**								-
DIV 4	**MASONRY**								-
DIV 5	**METALS**								-
05100	**STRUCTURAL METAL FRAMING**	$52,500.00				$0.00	0.00%	$52,500.00	3.17
DIV 6	**WOOD & PLASTICS**								**6.34**
06200	**FINISH CARPENTRY**	$30,100.00				$0.00	0.00%	$30,100.00	1.82
06400	**ARCHITECTURAL WOODWORK**	$29,500.00				$0.00	0.00%	$29,500.00	1.78
DIV 7	**THERMAL & MOISTURE PROTECTION**								**7.20**
07200	**THERMAL PROTECTION**								
07210	BUILDING INSULATION	$13,094.43				$0.00	0.00%	$13,094.43	0.79
07400	**ROOFING & SIDING PANELS**								
07590	ROOF MAINTENANCE & REPAIRS	$4,500.00				$0.00	0.00%	$4,500.00	0.27
07800	**FIRE & SMOKE PROTECTION**	$2,500.00				$0.00	0.00%	$2,500.00	0.15
07900	**JOINT SEALERS**	$1,500.00				$0.00	0.00%	$1,500.00	0.09
DIV 8	**DOORS & WINDOWS**								**1.55**
08200	**WOOD AND PLASTIC DOORS**	$30,157.50				$0.00	0.00%	$30,157.50	1.82
08300	**SPECIALITY DOORS**	$1,200.00				$0.00	0.00%	$1,200.00	0.07
08700	**HARDWARE**	$3,950.00				$0.00	0.00%	$3,950.00	0.24
08800	**GLAZING**	$1,500.00				$0.00	0.00%	$1,500.00	0.09
DIV 9	**FINISHES**								**4.27**
09100	**METAL SUPPORT ASSEMBLIES**	$62,770.00				$0.00	0.00%	$62,770.00	3.79
09200	**PLASTER GYPSUM BOARD**	$79,306.50				$0.00	0.00%	$79,306.50	4.79
09300	**TILE**	$63,750.00				$0.00	0.00%	$63,750.00	3.85
09500	**CEILINGS**	$60,450.00				$0.00	0.00%	$60,450.00	3.65
09600	**FLOORING**	$38,743.83				$0.00	0.00%	$38,743.83	2.34
09700	**WALL FISNISHES**	$5,000.00				$0.00	0.00%	$5,000.00	0.30
09900	**PAINTS & COATINGS**	$61,855.50				$0.00	0.00%	$61,855.50	3.74
DIV10	**SPECIALTIES** \								**44.92**
10150	**COMPARTMENTS & CUBICLES**								-
10165	PLASTIC LAMINATE TOILET COMPARTMENT	$22,500.00				$0.00	0.00%	$22,500.00	1.36
10400	**IDENTIFICATION DEVICES**								
10440	INTERIOR SIGNACE	$2,500.00				$0.00	0.00%	$2,500.00	0.15
10520	**FIRE PROTECTION SPECIALTIES**	$2,500.00				$0.00	0.00%	$2,500.00	0.15
10600	**PARTITIONS**								
10650	OPERABLE PARTITION	$100,500.00				$0.00	0.00%	$100,500.00	6.07
10800	**TOILET, BATH & LAUNDRY ACCESSORIES**	$2,250.00				$0.00	0.00%	$2,250.00	0.14
DIV11	**EQUIPMENT**								**8.00**
11400	**FOOD SERVICE EQUIPMENT**	$10,500.00				$0.00	0.00%	$10,500.00	0.63
DIV12	**FURNISHINGS**								
12500	**FURNITURE**								
12540	HOSPITALITY FURNITURE (ALLOWANCE)	$100,000.00				$0.00	0.00%	$100,000.00	6.04
DIV13	**SPECIAL CONSTRUCTION**								
13850	**DETECTION & ALARM**	$23,500.00				$0.00	0.00%	$23,500.00	1.42
13900	**FIRE SUPPRESSION**								
13930	WET-PIPE FIRE SUPPRESSION SPRINKLER	$28,750.00				$0.00	0.00%	$28,750.00	1.74
DIV14	**CONVEYING SYSTEMS**								
DIV15	**MECHANICAL**								
15100	**BUILDING SERVICES PIPING**	$29,312.50				$0.00	0.00%	$29,312.50	1.77
15400	**PLUMBING FIXTURES & EQUIPMENTS**	$20,800.00				$0.00	0.00%	$20,800.00	1.26
15700	**HEATING, VENTILATING & AIR CONDITIONING EQUIP**	$82,500.00				$0.00	0.00%	$82,500.00	4.98
15800	**AIR DISTRIBUTION**	$87,600.00				$0.00	0.00%	$87,600.00	5.29
15950	**TESTING, ADJUSTING & BALANCING**	$7,500.00				$0.00	0.00%	$7,500.00	0.45
DIV16	**ELECTRICAL**								**22.82**
16200	**ELECTRICAL POWER**	$163,850.00				$0.00	0.00%	$163,850.00	9.90
16400	**LOW-VOLTAGE DISTRIBUTION (ALLOWANCE)**	$24,500.00				$0.00	0.00%	$24,500.00	1.48
16500	**LIGHTING**	$113,000.00				$0.00	0.00%	$113,000.00	6.83
16700	**COMMUNICATIONS**	$31,000.00				$0.00	0.00%	$31,000.00	1.87
									28.77
	TOTAL - ALL DIVISIONS	$1,505,134.36	$0.00	$0.00	$0.00	$0.00	0.00%	$1,505,134.36	**90.91**
5.00%	**OVERHEAD**	$75,256.72	$0.00	$0.00	$0.00	$0.00	0.00%	$75,256.72	**4.55**
5.00%	**PROFIT**	$75,256.72	$0.00	$0.00	$0.00	$0.00	0.00%	$75,256.72	**4.55**
	TOTAL:	**$1,655,647.79**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$1,655,647.79**	100.00

$215.64 Sq.Ft.

FPRA Regular Meeting - 5:05 PM **8. C.**

Meeting Date: September 9, 2025

Re: Consideration of Continuation of Fifth (5th) Stardard Tesla Vehicle in Freebee Fleet and Approve Execution of a Second Contract Amendment to the Master Service Agreement.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Consideration of Continuation of Fifth (5th) Standard Tesla Vehicle in Freebee Fleet and Approve Execution of a Second Contract Amendment to the Master Service Agreement.

FPRA REDEVELOPMENT GOAL/POLICY:

15. The Fort Pierce Redevelopment Agency shall connect the Redevelopment Area's cultural and artistic Hubs (Downtown, Marina, Fisherman's' Wharf, Beachside District, Lincoln Park and Peacock Arts Districts) to the Waterfront's artistic and cultural amenities.

RECOMMENDATION:

Staff recommends that the FPRA Board approve one of the two options for continuation of the fifth (5th) standard Tesla vehicle and authorize execution of a second contract amendment to the Master Service Agreement.

ALTERNATIVES:

Deny both options, resulting in the Freebee fleet reverting back to four (4) standard Tesla vehicles at the close of the current fiscal year.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2026
Account: 1049400-534900
Amount: TBD

FISCAL IMPACT:

The fiscal impact will be determined based on the option selected.

Attachments

City Attorney Memo

Presentation

Second Contract Amendment to Service Agreement - Option 1: Service for 1 year

Second Contract Amendment to Service Agreement - Option 2: Service for the remainder of the contract term

Master Service Agreement

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Sara Delgado, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Review/Update of Exhibit A "Rates & Services Addendum" - Master Services Agreement with Freebee

CAO RLS FILE: 25-264

DATE: August 12, 2025

I have reviewed the request for legal services related to the second amendment to the Agreement with Freebee. You provided two alternative amendments to be presented to the FPRA. Redlined drafts and clean copies of both alternatives are attached. The clean copies are approved as to form and correctness.

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

Thank you.

FORT PIERCE REDEVELOPMENT AGENCY

Freebee

Continuation of the Fifth Standard Tesla Vehicle



FPRA Goals

15. The Fort Pierce Redevelopment Agency shall connect the Redevelopment Area's cultural and artistic Hubs (Downtown, Marina, Fisherman's' Wharf, Beachside District, Lincoln Park and Peacock Arts Districts) to the Waterfront's artistic and cultural amenities.





Option 1

Expansion Term

October 1, 2025 - September 30, 2026
12 month time period

Vehicle Cost/Month

$10,833.00



Option 2

Expansion Term

October 1, 2025 - End of Contract Term May 2027

Vehicle Cost/Month

$10,833.00

Second Contract Amendment to Service Agreement

This amendment ("Amendment") is made and entered into as of_____ by and between the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee.

RECITALS

WHEREAS, the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee (the "Parties") entered into a Master Service Agreement dated May 14th, 2024 ("Agreement"); and

WHEREAS, on December 20th, 2024, the Parties entered into a first amendment to the Agreement, adding a fifth (5th) standard Tesla vehicle, the sixth vehicle in the fleet, for the remainder of the fiscal year through September 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement for the continued operation of the fifth (5th) standard Tesla vehicle for a 12 month time period starting October 1, 2025.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment to Fleet Size**
   The Agreement is hereby amended to allow the fifth (5th) standard Tesla vehicle in the fleet to operate during the dates of October 1, 2025 through September 30, 2026.

2. **Budgetary Provision**
   The Parties agree that the monthly cost, with the fifth (5th) standard Tesla vehicle, will be $50,833.

3. **Effect of Amendment**
   Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Second Contract Amendment as of the date first written above.

BEEFREE, LLC:

By: Jason Spiegel
Jason Spiegel (Aug 21, 2025 12:39:29 EDT)

Jason Spiegel, Managing Partner

Date: 08/21/2025

FORT PIERCE REDEVELOPMENT AGENCY:

By: _____

Linda Hudson, FPRA Chair

Date: _____

ATTEST:

_____

Board Clerk

(seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____

Board Attorney

Second Contract Amendment to Service Agreement

This amendment ("Amendment") is made and entered into as of_____ by and between the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee.

RECITALS

WHEREAS, the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee (the "Parties") entered into a Master Service Agreement dated May 14th, 2024 ("Agreement"); and

WHEREAS, on December 20, 2024, the Parties entered into a first amendment to the Agreement, adding a fifth (5th) standard Tesla vehicle, the sixth vehicle in the fleet, for the remainder of the fiscal year through September 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement for the continued operation of the fifth (5th) standard Tesla vehicle for the remainder of the contract term, which will be until May 1, 2027.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment to Fleet Size**
   The Agreement is hereby amended to allow the fifth (5th) standard Tesla vehicle in the fleet to operate for the remainder of the contract term.

2. **Budgetary Provision**
   The Parties agree that the monthly cost, with the fifth (5th) standard Tesla vehicle, will be $50,833.

3. **Effect of Amendment**
   Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Second Contract Amendment as of the date first written above.

BEEFREE, LLC:

By: Jason Spiegel
Jason Spiegel (Aug 21, 2025 12:39:49 EDT)

Jason Spiegel, Managing Partner

Date: 08/21/2025

FORT PIERCE REDEVELOPMENT AGENCY:

By: _____

Linda Hudson, FPRA Chair

Date: _____

ATTEST:

_____

Board Clerk

(seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____

Board Attorney

First Contract Amendment to Service Agreement

This amendment ("Amendment") is made and entered into as of 12/10/24 **by and between Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee.**

RECITALS

WHEREAS, the Fort Pierce Redevelopment Agency and Beefree LLC d/b/a Freebee (the "Parties") entered into a Master Service Agreement dated May 14th, 2024 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to temporarily add a sixth (6th) vehicle, the fifth (5th) standard vehicle, to the fleet for the remainder of the fiscal year.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment to Fleet Size**
   The Agreement is hereby amended to include a sixth (6th) vehicle in the fleet to operate for the remainder of the fiscal year through September 30th, 2025.

2. **Budgetary Provision**
   The Parties agree that, with the addition of the sixth (6th) vehicle, the monthly cost will increase from $40,000 to $50,833, with the first month of the additional vehicle being prorated for the number of days of use for that month. There will also be one-time fee of $1,500 for the vehicle wrap, due upon execution of this amendment.

3. **Effect of Amendment**
   Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this First Contract Amendment as of the date first written above.

BEEFREE, LLC

By: Jason Spiegel
Jason Spiegel (Nov 27, 2024 10:14 EST)

Jason Spiegel, Managing Partner

Date: 11/27/24

FORT PIERCE REDEVELOPMENT AGENCY:

By: Linda Hudson

Linda Hudson, FPRA Chair

Date: 12/10/24

ATTEST:

Linda W. Cox

Board Clerk

(seal)

APPROVED AS TO FORM AND CORRECTNESS:

Board Attorney

FPRA Regular Meeting - 5:05 PM **8. D.**

Meeting Date: September 9, 2025

Re: FPRA Resolution No. 25-12 re: King's Landing Villas - Amendment to Assigned and Assumed Development Agreement

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

SUMMARY:

The City and the FPRA entered into an Agreement for Development of King's Landing with Audubon Development, Inc. (“Audubon”) on December 2, 2019 ("Original Agreement for Development"). The Agreement was amended by a First Amendment to Agreement for Development of King's Landing, dated February 3, 2020. On February 8, 2022, the Parties entered into an Amended and Restated Agreement for Development of King's Landing ("Amended and Restated Agreement") which superseded the Original Agreement for Development. The Amended and Restated Agreement was amended through a First Amendment to the Amended and Restated Agreement, dated November 21, 2022 (the "First Amendment"), a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024 (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"). On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Project along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”). Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner. The Amended and Restated Agreement contains a Reverter to the City and the FPRA (the “Reverter”) that requires the release of the Reverter upon certain performance measures being met. The Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner’s ability to obtain necessary financing. The Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property and a construction loan, which is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan. The Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement. The Amendment to Assigned and Assumed Agreement for Development of King’s Landing (Villas Plat) (the “Amendment”) reflects the amendments to terms for the Villas Plat Property only, to include the requirements for the reverter, the construction loan, future assignments and sales, and reporting. The Resolution authorizes the execution of the Amendment and the Release of Reverter by the City as to the Villas Plat Property, only.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Staff will proceed as directed.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Richard Chess, City Manager
Villas Plat Property Owner and Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-12

Amendment to Assigned and Assumed Amended and Restated Agreement - King's Landing Villas (Exhibit A to Resolution)

Release of Reverter (Exhibit B to Resolution)

Performance Bond (Exhibit B to Amendment to Assigned and Assumed Agreement)

Construction Loan (Exhibit D to Amendment to Assigned and Assumed Agreement)

FPRA RESOLUTION NO. 25-12

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE FPRA'S REVERTER ON THE VILLAS PLAT PROPERTY ONLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "City"), the Fort Pierce Redevelopment Agency (the "FPRA"), and Audubon Development, Inc. ("Audubon") entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City, the FPRA, and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which superseded the Original Agreement for Development; and

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of the villas units on the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan that is dependent upon the City's release of the Reverter within ninety (90) days of closing of the construction loan; and

WHEREAS, the Villas Plat Owner has requested a release of the City's Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement; and

WHEREAS, the City and the Villas Plat Owner desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties, and obligations and to modify certain rights and obligations as to the Villas Plat Property only; and

WHEREAS, the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment"), attached hereto as Exhibit A and fully incorporated herein by reference, reflects the amendments; and

WHEREAS, the Release of Reverter is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, the FPRA desires to enter into the Amendment and to release the FPRA's Reverter as it relates to the Villas Plat Property only.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FPRA approves and authorizes the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 3. The FPRA approves and authorizes the release of the Release of Reverter as to the Villas Plat Property only, attached hereto as Exhibit B and fully incorporated herein by reference.

SECTION 4. The Chair, Agency Clerk, and Agency Attorney are hereby authorized and directed to take all actions necessary to consummate the Amendment and the Release of Reverter.

SECTION 5. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, AGENCY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

_____
SARA HEDGES, AGENCY ATTORNEY

AMENDMENT TO
***ASSIGNED AND ASSUMED* AGREEMENT**
FOR DEVELOPMENT OF KING'S LANDING (VILLAS PLAT)

THIS AMENDMENT TO THE ASSIGNED AND ASSUMED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (Villas Plat) ("Amendment") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City "), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"); and KINGS LANDING FT PIERCE, LLC a Florida Limited Liability Company (hereafter referred to as "Villas Plat Owner"), whose mailing address is 3670 Macguire Blvd. #220, Orlando, FL 32803.

W I T N E S S E T H:

WHEREAS, the City and Audubon Development, Inc. entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which superseded the Original Agreement for Development; and

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment")(the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, all capitalized terms used in this Amendment which are not otherwise defined herein shall have the meaning assigned in the Amended and Restated Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project which is legally described as set forth on Exhibit A hereto (the "Villas Plat Property") from Audubon to the Villas Plat Owner; and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHERAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property, attached as Exhibit B; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of all villas on the Villas Plat Property, attached as Exhibit C; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan, attached hereto as Exhibit D, that is dependent upon the City's release of the Reverter within ninety (90) days of the June 12, 2025 closing of the construction loan; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties and obligations and to modify certain rights and obligations as to the Villas Plat Property only.

NOW THEREFORE, for good and valuable consideration, the undersigned parties to this Amendment do hereby amend the assigned and assumed Amended and Restated Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by the Villas Plat Owner, the City of Fort Pierce City Commission, and the FPRA Board, whichever is later.

3. **Applicability.** The amendments stated herein are as to the Villas Plat Property only and shall not be construed as affecting or implementing the remaining property encumbered by the Amended and Restated Agreement and applicable amendments thereto.

4. **Reverter.** Section 10(b) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The construction loan for the Phase 1 Villas Plat Property will be secured by a mortgage on the entire Villas Plat Property. Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Villas Plat Property, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the site work and vertical construction, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Villas Plat Property, from the encumbrance of the Reverter, which instrument will be recorded in the public record so that the construction lender will acquire a construction mortgage encumbering all of the Villas Plat Property securing the Construction Loan free and clear of the City's Reverter.

5. **Performance Bond.** Section 10(d) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The Villas Plat Owner shall obtain a performance bond for the construction of the site work for the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for site work. The Villas Plat Owner shall obtain a performance bond for the vertical construction of all villas on the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for any vertical construction. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and the Villas Plat Owner. The performance bond shall be adjusted by the Villas Plat Owner for any increased estimated cost of construction for each performance bond. The bonds shall be in substantially the form attached hereto as **Exhibit "G"**, unless the Villas Plat Owner and the City mutually agree to a different form. Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded project.

6. **Partial Release of Reverter**. Through this Amendment, the Parties agree Section 10(b) and Section 10(d), both as amended above, of the Amended and Restated Agreement has been satisfied with respect to the Villas Plat Property. Therefore,

the City and FPRA desire to release their reversion interest in the Villas Plat Property only, pursuant to the Release of Reverter, attached hereto as Exhibit D and fully incorporated herein by reference. The Parties agree this release shall be binding upon the City and the FPRA and their successors and assigns and shall inure to the benefit of the Villas Plat Owner and its successors and assigns.

7. **Reporting Requirements.** Notwithstanding any provision in the Second Amendment to the contrary, the Villas Plat Owner shall provide quarterly Written Progress Updates to the City commencing September 1, 2025, and every three (3) months thereafter, on the first (1st) of each required month, and FPRA and shall make Progress Update Presentations before the City only if requested by the City or FPRA. This obligation of the Villas Plat Owner shall terminate upon the sale of the last lot (with a home) within the Villas Plat Property to an end-user.

8. **Individual Lot/Unit Sales.** Notwithstanding any provision in the Amended and Restated Agreement to the contrary, the requirement for prior notice to and approval by the City of any sale, conveyance, or transfer of all or any portion of the Property shall not apply to the sale, conveyance, or transfer of individual residential lots or dwelling units that are part of a duly recorded residential subdivision plat or condominium for the Villas Plat Property, where such lots or units are intended for sale to end users in the ordinary course of development and marketing of the residential community. Such transfers shall be deemed exempt from the notice and approval requirements set forth in Section 12 of the Amended and Restated Agreement. In addition, upon the sale of a platted lot within the Villas Plat Property with a home to an end-user and upon a Certificate of Occupancy being issued, the Amended and Restated Agreement shall automatically terminate with respect to such lot and the Villas Plat Owner shall be entitled to record an affidavit, with the Certificate of Occupancy attached, in the public records confirming that the transfer of the lot was with an end-user with a home and any title company insuring title to such lot may rely upon such affidavit for purposes of deleting the Amended and Restated Agreement from title. Should a unilateral affidavit not be accepted by the title company, the City Commission and FPRA Board authorize the City Manager and FPRA Director and the City Attorney and the Agency Attorney, respectively, to review, approve, and execute an affidavit for purposes of deleting the Amended and Restated Agreement from the title, so long as the Certificate of Occupancy is attached and all requirements herein have been met.

9. **Future Assignment/Transfer Prior to Completion.** Section 12 of the Amended and Restated Agreement is amended to require any future assignment or transfer of the Villas Plat Property through a sale, ground lease, or joint venture agreement prior to completion of the entire Project shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

10. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:

    To Villas Plat Owner:

    INB Homes
    3670 Maguire Blvd., Suite 220
    Orlando, Florida 32830
    Attn: Rainer Richter, Executive Vice President
    E-mail: R.Richter@inbhomes.com

    With a copy to:

    GODBOLD, DOWNING, BILL & RENTZ, P.A.
    222 W. Comstock Ave., Suite 101
    Winter Park, FL 32789
    Attention: Travis Rentz
    Email: trentz@gdb-law.com

11. **No Further Amendment of Amended and Restated Agreement.** Except as explicitly and specifically amended by this Amendment, the Amended and Restated Agreement shall remain in full force and effect and binding upon the Villas Plat Owner.

12. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shal1 bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

    [Remainder of page intentionally left blank – signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

WITNESSES:

"Villas Plat Owner"

KINGS LANDING FT PIERCE, LLC, a Florida limited liability company

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025,
by_____ as _____ for KINGS LANDING FT PIERCE, LLC, a Florida limited liability company. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

_____ [Space Above This Line For Recording Data] _____

RELEASE OF REVERTER
TO ASSIGNED AND ASSUMED AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING
VILLAS PLAT PROPERTY

Date: August 12, 2025

Parties:

"**City of Fort Pierce**" is the City of Fort Pierce, a Florida municipal corporation, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

"**FPRA**" is Fort Pierce Redevelopment Agency, a community redevelopment agency establish pursuant to Florida Statutes Chapter 163, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

BACKGROUND

A. The City of Fort Pierce (the "City"), the Fort Pierce Redevelopment Agency (the "FPRA"), and Audubon Development, Inc. ("Audubon") entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development").

B. The City, the FPRA, and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which superseded the Original Agreement for Development.

C. Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment").

D. Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

E. On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner").

F. Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

G. The Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter").

H. The Amended and Restated Agreement required the release of the Reverter upon certain performance measures being met.

I. The Amended and Restated Agreement was amended through an Amendment to the Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amended Assigned and Assumed Agreement (Villas Plat)"), which *inter alia* amended the performance bond and construction loan requirements for the Villas Plat Property, as described in the legal description attached hereto at Exhibit A and incorporated herein by reference, to allow the release of the Reverter as it relates to the Villas Plat Property only.

J. The City approved Resolution No. 25-R51 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

K. The FPRA approved Resolution No. 25-12 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

NOW THEREFORE, for the premises above stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. The City hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

2. The FPRA hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

3. Except as set forth above, the Amended and Restated Agreement and the Amended Assigned and Assumed Agreement (Villas Plat) are hereby reaffirmed in all respects and remains in full force and effect.

4. This instrument may be executed in counterparts, each of which when taken together with constitute one and the same instrument.

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

PERFORMANCE AND/OR PAYMENT BONDS ATTACHED

Attached, please find the Performance and/or Payment Bonds that you've requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
PHONE: 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bonds Number GSA01800147
(hereinafter individually referred to as "Performance Bond" or Payment Bond and collectively referred to as "Bonds")
issued by, The Gray Casualty & Surety Company, as Surety, on the 28 day of March ,2025

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bonds in connection with the contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to executed and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City of Fort Pierce** shall be added to the Bond as a named Obligee
(hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety Shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. All the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.
3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment bond; the Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed and sealed this 28 day of March, 2025.

Principal: INB Homes
By: _____
Print: RAINER RICHTER

Surety: The Gray Casualty & Surety Company
By: _____
Print: Mark D. Leskanic, Attorney-in-Fact

Primary Obligee: Kings Landing Ft. Pierce, LLC
By: _____
Print: RAINER RICHTER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA01800147 **Principal:** INB Homes

Project: 22-310 - Villas at Kings Landing - Site Work

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GSA01800147

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INB Homes
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009 - 6202

OWNER:
(Name, legal status and address)
Kings Landing Ft. Pierce, LLC
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

CONSTRUCTION CONTRACT
Date: , 2025

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Description:
(Name and location)
22-310 - Villas at Kings Landing - Site Work

BOND
Date: March 28th , 2025
(Not earlier than Construction Contract Date)

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Modifications to this Bond: ☐ None ☑ See Section 16

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.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
INB Homes
Signature:
Name and Title: Rainer Richter EVP

SURETY
Company: *(Corporate Seal)*
The Gray Casualty & Surety Company
Signature:
Name and Title: Mark D. Leskanic, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Professionals, Inc.
1661 Worcester Road, Suite 207
Framingham, MA 01701

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Dual Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Loan No.: G25018254

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "**Agreement**") is entered into as of 6/12/2025 (the "**Closing Date**") by KINGS LANDING FT PIERCE LLC, a Florida limited liability company ("**Borrower**"), and GENESIS CAPITAL, LLC, a Delaware limited liability company ("**Lender**").

R E C I T A L S

A. Borrower has requested that Lender make a loan to it in the aggregate principal amount of up to $6,417,600.00 (the "Loan").

B. Lender is willing to make the Loan to Borrower subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Lender and Borrower hereby agree as follows.

1. CERTAIN DEFINITIONS. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the definitions exhibit attached hereto as Exhibit A.

2. LOAN; GENERAL.

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow the principal sum of $6,417,600.00 said sum to be evidenced by the Note and which shall be repaid in accordance with the terms of the Note and the other Loan Documents. The Loan is not a revolving credit line, and no payments or credits shall increase the maximum amount of advances available from the Loan.

2.2 Purpose. Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used for the construction of the Property and the Project and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents.

2.3 Grant of Security Interest in Property. The Note shall be secured, in part, by the Security Instrument encumbering certain real property and improvements as described therein.

2.4 Advances.

(a) **Initial Advance**. Subject to the provisions of this Agreement, upon written request by Borrower, pursuant to Section 3.1 below, Lender shall make the Initial Advance to Borrower on the Closing Date.

(b) **Construction Advances**. Subject to the provisions of this Agreement, upon written request by Borrower, Lender shall make a Construction Advance to Borrower, from time to time, within two (2) Business Days after all

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conditions precedent to making a Construction Advance (including those set forth in Sections 3.1 and 3.2 below), have been met.

(c) **Limitations**.

(i) Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Advances at any one time outstanding (with the exception of any Protective Advances (as hereinafter defined)) shall not exceed the amount of the Loan, and in no event shall the total Committed Loan Funds, as of such date of determination, exceed the maximum amount of the Loan.

(ii) Unless otherwise permitted by Lender, Advances shall be made (if at all) not more frequently than one (1) time in any calendar week and in a manner consistent with this Agreement and the Loan Budget.

(iii) In no event shall Lender be obligated to make Advances in excess of the percentage of construction completed as certified by Lender's inspector. The maximum amount of advances which Borrower may request for the Project or for any component or phase thereof shall be as set forth in the Loan Budget.

(iv) If required by Lender in its sole and absolute discretion, all Advances shall be made into an account of Borrower that is subject to the Deposit Account Control Agreement.

(v) Lender shall not be obligated to disburse Loan proceeds for the payment of any cost if the amount of such cost, together with the amounts of other costs included within the same "line-item" in the Loan Budget for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Loan Budget for such line-item, unless Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in nature satisfactory to Lender, of at least an equal amount in another line-item in the Loan Budget, and Lender approves a revision to the Loan Budget.

2.5 Loan Fees and Expenses. A non-refundable loan fee of 1.00% of the maximum principal amount of the Note as of the date hereof shall be earned by Lender upon execution of the Loan Documents and shall be due and payable by Borrower on the date hereof. In addition, Borrower shall pay to Lender, on the date hereof, those certain amounts referenced in the settlement statement approved by Lender in connection with the closing of the Loan.

2.5.1 Multiple Units. If the Property consists of more than one (1) Units (as such term is defined in the attached Exhibit E), the provisions of Exhibit E shall apply to this Agreement.

3. ADVANCES.

3.1 Closing Conditions; Advances. Lender's obligation to make any Advances (including the Initial Advance, if any) or take any other action under the Loan Documents shall be

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subject at all times to satisfaction of each and every one of the following conditions precedent in Lender's discretion:

(a) Receipt and approval by Lender of an executed original of this Agreement, each of the Loan Documents, and any and all other documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Agreement or any of the other Loan Documents or as otherwise required by Lender, each in form and content acceptable to Lender;

(b) There shall exist no Default or Event of Default under this Agreement or any of the Loan Documents;

(c) The Security Instrument is a valid lien upon the Property and is prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing (and, for the avoidance of doubt, the only liens or encumbrances affecting the Property are the Permitted Encumbrances);

(d) No Balancing Event (as defined below) shall then exist;

(e) Lender shall have received and approved a final Loan Budget;

(f) Lender shall have received and approved the following: (i) a written appraisal prepared in conformance with the requirements of FIRREA, as well as any other applicable rules or regulations from any and all applicable governmental authorities (subject to review and adjustment by Lender consistent with Lender's standard practices); (ii) evidence of the insurance coverage required under this Agreement; (iii) if requested by Lender, a soils and geology report for the Property; (iv) a Site Assessment with respect to the Property; (v) two (2) sets of the Plans and Specifications, certified as complete by the architect, together with evidence of all necessary or appropriate approvals of governmental agencies or private parties; (vi) copies of all agreements which are material to Completion of the Project, and, at Lender's option, an assignment of each and a Design Professional Consent from any applicable parties; (vii) copy of the General Contractor Agreement executed by Borrower in connection therewith with a Lender-approved General Contractor and, if required by Lender, a General Contractor Consent from such party (viii) copies of all Project Permits; (ix) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Project; (x) copies of all Lender-approved Trade Contracts then in effect for the Project and, if required by Lender, an executed Trade Contractor Consent for each Trade Contractor who is to receive proceeds of any Construction Advance; (xi) a list of all Project Documents in effect for the Project as of the date of such request for Advance and copies of all such Project Documents (including any new Project Documents and any Change Orders to any Project Documents, in each case, executed after the Closing Date or the date of the last Advance Request, as the case may be), and Lender shall have approved of any Change Order (to the extent Lender's approval is required hereunder) with respect to a Project Document for which Borrower is requesting a payment; and (xii) if requested by Lender, any seismic reports on the Property;

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(g) Borrower shall have presented evidence satisfactory to Lender that it has contributed equity in the Property and Project in the amount in the Loan Budget;

(h) Borrower shall have (i) provided any costing review documents requested or required by Lender, which costing review documents shall be subject to the review and approval of Lender's consultant and engineering team, (ii) paid a costing review fee in the amount required by Lender, and (iii) to the extent required by Lender based on the results of the costing review, funded any additional equity in the amount reasonably required by Lender;

(i) The representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and as of the date of each Advance or any other amounts pursuant to the Loan Documents;

(j) If required by Lender, Lender shall have received evidence that each of Borrower and Guarantor is in good standing (and if applicable, duly qualified as a foreign entity) in the state in which such entities are organized as of the date hereof and the states where such entities conduct business;

(k) Lender shall have received a commitment by a title company to issue the Title Policy (together with copies of all exceptions) in form and substance acceptable to Lender;

(l) If required by Lender, Lender shall have received legal opinions issued by counsel for Borrower and each other Borrower Party, as required by Lender;

(m) If required by Lender, Lender shall have received current Uniform Commercial Code searches for Borrower and each other Borrower Party, and, if required by Lender, the immediately preceding owner of the Property;

(n) If required by Lender, Lender shall have received evidence of insurance as required by this Agreement;

(o) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have a Material Adverse Effect;

(p) Borrower shall have paid or reimbursed all of Lender's outstanding fees and expenses (including the out-of-pocket fees and expenses of Lender's construction consultant(s), if any, and all other out-of-pocket fees, costs and expenses of Lender (including any draw fees and any fees and expenses of outside legal counsel) relating to the Loan, to the extent then due and payable, as well as all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the acquisition of the

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Property, evidence of such payment to be accompanied by any waivers or indemnifications deemed necessary by Lender;

(q) The Property shall comply in all material respects with all Legal Requirements;

(r) Such other documents or items as Lender or its counsel may require in their sole and absolute discretion (including credit and litigation information on Borrower and each other Borrower Party); and

(s) Lender shall have received and approved organizational documents, resolutions, certificates and consents with respect to Borrower (and the partners, members, managers or joint venturers of Borrower (if any)), all Guarantors (and the partners, members, managers or joint venturers of all such Guarantors (if any)), and such other related entities as Lender may require.

3.2 Request for Construction Advance; Additional Conditions. With respect to each Advance Request for a Construction Advance, each of the following conditions must be met prior to any such Advance being funded:

(a) Borrower shall (i) have obtained from the title company that issued the Title Policy (to the extent available in the applicable jurisdiction), a continuation of title endorsement (and if such endorsement is not available, such other evidence as may be required by Lender, including an updated title report) showing title to the Property vested in Borrower, with no subordinate items and with no exceptions to title of such Property other than Permitted Encumbrances (with affirmative insurance that no Taxes are delinquent, no mechanic's or supplier's liens have attached (or if inchoate mechanic's or supplier's liens have, that they are subordinate to the lien of the Security Instruments encumbering the Property), and, if available and applicable, that neither public nor private conditions, covenants or restrictions, if any, affecting the Property have been violated); (ii) if required by Lender, in its sole discretion, a title update endorsement issued concurrently with each Advance; and (iii) any other endorsements Lender may reasonably require in connection with such Advance; in each such case as required by Lender and at Borrower's sole cost and expense;

(b) Lender shall have received a certificate of Borrower with respect to any construction work constituting the applicable Project Expenditures to be funded by such Advance (a) certifying that whatever portion of such work has been completed to date has been completed in a good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications therefor, (b) including (with the Advance Request) a copy of any license, permit or other approval by any Governmental Authority required to commence the applicable Project Expenditures for which such Advance is sought, (c) including copies of all bills, invoices, receipts and other documentation requested by Lender to be reimbursed or paid by such Advance, (d) identifying each Person that supplied materials or labor in connection with the Project Expenditures to be funded by the requested Advance, (e) certifying that each such Person has been paid in full or will be paid in full in respect of such work promptly after receipt of such Advance, (f) accompanied by conditional lien waivers or other evidence of lien release upon payment satisfactory to Lender, (g) stating that all

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prior Advances (if any) have been spent on the expenses for which such Advances were made, (h) including a reconciliation by Borrower of the progress and cost of the completion of the Project through the date of such Advance Request with the Project Schedule and the Loan Budget, together with a projection of such progress and cost through to Completion, (i) including an anticipated cost report in a form reasonably acceptable to Lender, which indicates the costs anticipated to Complete the Project, after giving effect to costs, if any, incurred during the previous month (or the date of the last preceding Advance Request, as the case may be) (including a description of any reasonably projected cost overruns), (j) including a list of reasonably anticipated Change Orders to the Project Documents that may be made within the ensuing sixty (60) days after such Advance Request (regardless as to whether Lender's approval is required for any such Change Order), and (k) certifying that no Balancing Event then exists;

(c) Lender shall have received evidence satisfactory to it that Borrower has paid (or will pay concurrently with the funding of such Advance), from its own funds, the actual cost of the applicable Project Expenditure(s) less the amount to be advanced by Lender hereunder for such Project Expenditure(s) (it being agreed that if required by Lender, such amount shall be paid to Lender, and Lender shall pay the applicable invoice from such funds and such Advance);

(d) Lender shall have determined that the applicable work with respect to which the Advance has been requested has been completed in good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications;

(e) Lender shall have determined that the amount of unfunded Advances available to Borrower hereunder for the payment of all of the work comprising the Project that have not been completed, based on the applicable Committed Loan Funds as compared to all Advances that have been made prior to such date of determination for the Project, is not less than the amount actually necessary (as determined by Lender) to pay for the cost of all such work comprising the Project that has not been completed through the completion thereof (the failure of the foregoing to be true, a "**Balancing Event**") (or Borrower shall have delivered immediately available funds to Lender in the amount of such difference, which funds shall be held in a Reserve Account and disbursed to Borrower for the payment of Project Expenditures prior to the making of any further Advances for the payment of such Project Expenditures);

(f) Each requested Advance may be reduced by the Retainage applicable to such costs, and the amount of all such Retainage shall be advanced to Borrower only upon the Completion of the Project; provided, however, at Lender's sole option, Lender may withhold from the final disbursement of Loan proceeds the entire amount of the Retainage in lieu of reducing each individual Advance by the amount of the Retainage;

(g) The portion of the Loan Budget shown as being allocated as a contingency reserve ("Contingency Reserve"), and any increases in the Contingency Reserve pursuant hereto, shall be reallocated to such other line items in the Loan Budget as Borrower shall, from time to time, request in writing and Lender shall approve in its sole and absolute discretion. After any such

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reallocation, the portion of the Contingency Reserve that has been reallocated will be disbursed in accordance with the provisions governing the disbursement of Loan proceeds (including the conditions and restrictions set forth in this Section 3). If the actual cost or a revised guaranteed cost of a line item is less than the maximum amount of the Loan Budget allocated to any such line item, then any such excess amounts may be reallocated to the Contingency Reserve from time to time upon Borrower's written request and Lender's approval in its sole and absolute discretion. The reallocation, depletion, refusal of Lender to increase, reallocate or deplete the Contingency Reserve shall not release Borrower from any of Borrower's obligations under the Loan Documents;

(h) No Advances shall be made for Stored Materials unless (A) Lender shall have reasonably determined that the Stored Materials Conditions have been satisfied with respect to such Stored Materials (and that they remain satisfied with respect to any subsequent Advance for Stored Materials) and (B) Lender otherwise approves of such Advance, which approval Lender may grant or withhold in its sole discretion;

(i) At Lender's option, Lender shall have approved of "subguard" insurance policies with respect to each Trade Contract, to the extent a copy of such Trade Contract is requested by Lender, with respect to which such Advance is requested, and the same shall then be in full force and effect;

(j) Lender has determined that the Project is progressing in material compliance with the Project Schedule;

(k) All Advance Requests shall clearly identify any amounts requested for payment to an Affiliate. Unless expressly set forth in the then effective Loan Budget or this Agreement, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Affiliate shall be paid directly or indirectly from any proceeds of the Loan without Lender's prior written approval; and

(l) For each Subsequent Advance, Borrower shall pay a draw fee of $100.00 per Advance and Lender shall order inspections with photographs of the Property. The draw fee for each Subsequent Advance shall be added to the payoff amount of the Loan.

Each Advance Request delivered by Borrower to Lender, whether to request an Initial Advance or any Subsequent Advance, shall be deemed to be a representation and warranty that (i) the information contained in the Advance Request is true and correct in all material respects, (ii) no Default or Event of Default has occurred or is continuing under any of the Loan Documents and (iii) all representations and warranties under this Agreement and the other Loan Documents are true, correct and complete and not misleading in any respect on the date of such Advance Request, as if such representations and warranties were made on such date.

3.3 Full Repayment and Reconveyance, Satisfaction or Release. Upon receipt of all sums owing and outstanding under the Note and the Loan Documents, and the full performance of all other obligations secured by the Security Instrument, Lender shall reconvey, satisfy or release the Property from the lien of the Security Instrument and terminate any assignment of leases and rents or UCC-financing statements related to the Collateral; provided,

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however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance, satisfaction or release: (a) Lender shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance, satisfaction or release, the payment of any and all sums then due and payable under the Loan Documents, and the full payment and performance of all other obligations secured by the Security Instrument, including those set forth in the Note and the Security Instrument; and (b) Lender shall have received a written release satisfactory to Lender of any set aside letter, letter of credit or other form of undertaking which Lender has issued to any surety, governmental agency or any other party in connection with the Loan or the Property. Lender's obligation to make further disbursements under the Loan shall terminate as to any portion of the Loan undisbursed as of the date of issuance of such reconveyance, satisfaction or release, and any commitment of Lender to lend any undisbursed portion of the Loan shall be cancelled. For avoidance of doubt, the Property may not be sold by Borrower unless it is released (and the required payment is made) pursuant to this Section prior to or concurrently with such sale.

3.4 Balancing Event. At any time Lender shall have determined that a Balancing Event exists, Borrower shall deliver to Lender, within five (5) Business Days after Lender's written demand therefor, immediately available funds in the amount necessary to cause such Balancing Event to no longer exist. Such amounts will be held in a deposit account established by Lender from time to time (the "Project Expenditure Reserve Account"). So long as no Event of Default then exists, the funds in the Project Expenditure Reserve Account shall be disbursed by Lender at Borrower's request in connection with the making of a Construction Advance for Project Expenditures pursuant to this Section 3 in the same manner subject to all terms and conditions applicable thereto, and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, after the occurrence and during the continuance of a Balancing Event, all funds in the Project Expenditure Reserve Account (if any) shall be fully disbursed to Borrower prior to the making of any further Construction Advances for Project Expenditures.

3.5 Interest Reserve. To the extent Lender requires a reserve for payments of interest accrued on the outstanding principal balance of the Loan (whether included in the Loan Budget or otherwise), then (a) amounts from such interest reserve shall be disbursed as determined by Lender and subject to any applicable disbursement conditions in this Agreement; (b) if any time the interest reserve is insufficient or unavailable to pay all accrued interest, Borrower agrees to pay all accrued interest when due and payable; and (c) depletion of such interest reserve shall not release Borrower from any of Borrower's obligations to pay interest accruing under the Note. Borrower hereby irrevocably authorizes Lender to make any interest payment on Borrower's behalf by debiting the interest reserve in the amount of the payment and applying the debited amount to accrued and unpaid interest on the Loan, and Lender will automatically debit the interest reserve each month to satisfy such accrued and unpaid interest so long as there are sufficient funds remaining in the interest reserve. For the avoidance of doubt, interest will accrue on amounts debited from the interest reserve from the date such funds are advanced.

3.6 Recourse. The Loan shall be full recourse to Borrower and all of its assets, whether now owned or hereafter acquired or in which Borrower otherwise has an interest, and all proceeds thereof.

3.7 ACH. Upon the earlier of (a) all interest reserve funds, if any, having been disbursed from the interest reserve account, or (b) any extension of the Loan, Borrower covenants

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and agrees to use the Federal Banking System's ACH program to remit all regular monthly debt service payments under the Note.

4. PAYMENT. All payments shall be made pursuant to the terms and conditions of the Note and the other Loan Documents.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Borrower Representations. Borrower represents and warrants as of the date hereof and as of the date of each Advance that:

5.1.1 Authority/Enforceability. Each Borrower Party is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers and organizational authority to own, develop and operate the Property and improvements as contemplated by the Loan Documents.

5.1.2 Binding Obligations. Each applicable Borrower Party is authorized to execute, deliver and perform its obligations under the Loan Documents, and such obligations shall be valid and binding obligations of the applicable Borrower Party.

5.1.3 Formation and Organizational Documents. Borrower has delivered to Lender all formation and organizational documents of Borrower, the general partner or managing member of Borrower, and of all Guarantors of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower shall immediately provide Lender with copies of any amendments or modifications of the formation or organizational documents. Borrower shall not, without the prior written consent of Lender, modify or amend its operating agreement or partnership agreement or other organizational documents in any way that would have an adverse effect on its ability to own and operate the Property or to perform under the Loan Documents.

5.1.4 No Proceedings or Litigation. Except as disclosed to Lender in writing, there are no claims, actions, suits, or proceedings pending, or, to Borrower's knowledge, threatened, against Borrower or affecting the Property.

5.1.5 No Defaults. No Borrower Party is in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default is reasonably expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of any the Property or might have consequences that would materially or adversely affect Borrower Party's performance hereunder or under any of the Loan Documents.

5.1.6 Consents. No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by any Borrower Party of, or compliance by any Borrower Party with, this Agreement or any other Loan Document or the consummation of the transactions contemplated hereby, other than those which have been obtained by the applicable Borrower Party.

5.1.7 Title. Borrower is the record and beneficial owner of, and has good and marketable title to, the Property, free and clear of all Liens whatsoever other than the Permitted Encumbrances, and lawfully holds and possesses the Property and has the right to

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encumber the same. Without limiting the generality of the foregoing, Borrower has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property. The Security Instrument, when recorded, will create valid, perfected first-priority security interest in and to the Property and the Collateral in favor of Lender. To the extent Lender requires Borrower to enter into the Equity Owner Pledge, the Equity Owner Pledge, together with the Uniform Commercial Code financing statements required to be filed in connection therewith, will create valid, perfected first-priority security interests in and to the ownership interests in Borrower.

5.1.8 No Plan Assets. As of the date hereof and throughout the term of the Loan (a) each Borrower Party is not and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (b) none of the assets of any Borrower Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101, (c) each Borrower Party is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (d) transactions by or with any Borrower Party are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

5.1.9 Compliance. Borrower and the Property and the current use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. Neither Borrower nor any other Borrower Party is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. Neither Borrower nor any other Borrower Party has committed any act that may give any Governmental Authority the right to cause Borrower or any Borrower Party to forfeit the Property or any part thereof or any monies paid in performance of Borrower's Obligations under any of the Loan Documents.

5.1.10 Financial Information. All financial data, including, without limitation, the statements of cash flow and income and operating expense and any proposed budget, that have been delivered to Lender in respect of Borrower, the other Borrower Parties, the Property or the Project fairly present the financial condition of Borrower, each other Borrower Party, the Property and the Project, as applicable, as of the date of such reports and have been prepared in accordance with GAAP, a cash basis accounting method, or other generally accepted accounting principles approved by Lender (in Lender's commercially reasonable discretion), and consistently applied, throughout the periods covered, except as disclosed therein. Except as disclosed therein, neither Borrower nor any other Borrower Party has any contingent liabilities, liabilities for taxes, unusual forward or long term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower or any other Borrower Party. Since the date of the financial statements (including any proposed budget), there has been no material adverse change in the financial condition, operations or business of Borrower, any other Borrower Party, the Property or the Project from that set forth in said financial statements.

5.1.11 Single Purpose. Unless otherwise permitted by Lender, Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full (provided, however, that nothing in this Section shall require any shareholder, partner or member of Borrower or Equity Owner to make additional capital contributions to either of them): (a) Borrower has not owned nor will own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership thereof; (b) Borrower has not engaged nor will engage in any business other than the acquisition, ownership, management, development, operation, renovation and sale of the Property. Each of Borrower and Equity Owner will conduct and operate its business as presently

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conducted and operated; (c) Borrower has not incurred nor will incur any Indebtedness except as provided in the Loan Documents; (d) Borrower has not made nor will make any loans or advances to any third party (including any Affiliate of Borrower); (e) each of Borrower and Equity Owner is solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due; (f) each of Borrower and Equity Owner has done or caused to be done and will do all things necessary to observe organizational requirements and formalities and preserve its existence, and neither Borrower nor Equity Owner will amend, modify or otherwise change its certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents without the prior consent of Lender in any manner that (i) violates the single purpose covenants set forth in this Section, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent; (g) Borrower will (i) maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party, (ii) not cause or permit its assets to be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that such assets shall be listed on Borrower's own separate balance sheet, (iii) except to the extent Borrower is disregarded for tax purposes, file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person, and (iv) maintain its books, records, resolutions and agreements as official records; (h) Borrower has been, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party thereof). Borrower shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name; (i) neither Borrower nor Equity Owner will seek or effect its dissolution, division, winding up, liquidation, consolidation or merger, in whole or in part; (j) Borrower will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and Borrower will hold all of its assets in its own name; (k) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person; (l) Borrower will not guarantee nor become obligated for the debts of any other Person nor will either hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person; (m) Borrower will not permit any Affiliate or constituent party independent access to its bank accounts; (n) Borrower shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations; (o) Borrower shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; (p) Borrower is and will remain organized in the State in which it was formed as a limited liability company; (q) no indemnity payment from the funds of Borrower or Equity Owner (as distinct from funds from other sources such as insurance) of any indemnity under any agreement (other than the Loan Documents) to which Borrower or any Equity Owner may be a party (including under such party's organizational documents) shall be payable from amounts allocable to any other Person, including Lender, pursuant to any of the Loan Documents, and (r) neither Borrower nor Equity Owner nor any other Person on behalf of Borrower shall, without the affirmative vote of one hundred percent (100%) of the members, partners or stockholders of Borrower: (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it; (iii) file a petition seeking, or consenting to, reorganization or relief under applicable federal or state law relating to bankruptcy; (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of its property; (v) make any assignment for the benefit of creditors; (vi) admit in writing its inability to

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pay its debts generally as they become due or declare or effect a moratorium on its debts; or (vii) take any action in furtherance of any such action (each of the actions described in the foregoing clauses (i) through (vii), with respect to any individual or entity, are referred to herein as a "Bankruptcy Action").

5.1.12 Tax Filings. Each of Borrower and Equity Owner has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid (unless they are not yet past due) or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable thereby. Each of Borrower and Equity Owner believes that its tax returns (if any) properly reflect the income and taxes of Borrower or Equity Owner, as applicable, for the periods covered thereby.

5.1.13 Solvency. Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its Obligations. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Neither Borrower nor any other Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any other Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

5.1.14 No Contractual Obligations, Restrictions or Defaults. Other than the Loan Documents, Borrower is not subject to any contractual obligations pursuant to which its assets are bound, nor has it incurred any Indebtedness. Neither Borrower nor any other Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Property or the business, operations, or condition (financial or otherwise) of Borrower or any other Borrower Party. Neither Borrower nor any other Borrower Party is in violation of any agreement which violation would have a material adverse effect on the Property, Borrower, or any other Borrower Party or Borrower's or any other Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

5.1.15 Federal Trade Embargoes. Borrower and each other Borrower Party is in compliance with all Federal Trade Embargoes in all material respects. No Embargoed Person owns any direct or indirect equity interest in any Borrower Party. No Borrower Party shall knowingly deal with any Person identified on the OFAC List.

5.1.16 Additional Representations and Warranties With Respect to the Property.

(a) **Nature of Property**. The Property is not, nor shall it be, used for commercial purposes (other than for rental income). Borrower shall not

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allow changes in the stated use of the Property from that disclosed to Lender at the time of execution hereof without prior notice to, and prior written consent from, Lender.

(b) **Compliance with Law; Property Condition**. Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate, repair and renovate (if applicable) the Property and carry on its business. None of Borrower, nor any other Borrower Parties or the Property or the Project are in violation in any material respect of any law, ordinance, regulation, or rule (federal, state, or local), including all permits and approvals issued thereunder affecting Borrower's right and qualification to do business, the construction and installation of the improvements located or to be located upon the Property, the operation, leasing, financing or sale of the Property and the occupancy, use and enjoyment thereof. Without limitation on the foregoing, Borrower and the Property comply with all applicable laws relating to accessibility for the handicapped, including The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, and The Americans With Disabilities Act of 1990. The Property is free of structural defects and other material physical or mechanical defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear.

(c) **Utilities**. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the improvements.

(d) **Insurance**. The Property is covered by a policy of hazard insurance and insurance against other insurable risks and hazards as are customary in the area where the Property is located and in accordance with Lender's underwriting criteria, in an amount not less than the greatest of (i) 100% of the replacement cost of all improvements to the Property, (ii) the outstanding principal balance of the Loan, and (iii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property or such maximum lesser amount as permitted by applicable law, all in a form usual and customary in the industry and that is in full force and effect, and all amounts required to have been paid under any such policy have been paid. If any portion of the Property is in an area identified by any federal Governmental Authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Emergency Management Agency is in effect and shall be maintained for the term of the Loan with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1974. All such insurance policies (collectively, the "**hazard insurance policy**") contain a standard mortgagee clause naming Lender, its successors and assigns, as mortgagee, and may not be reduced, terminated or canceled without 30 days' prior written notice to the mortgagee. All premiums on each such insurance policy have been paid. The hazard insurance policy is the valid and binding obligation of

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the insurer and is in full force and effect. Borrower has not engaged in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other Person, and no such unlawful items have been received, retained or realized by Borrower.

(e) **Ownership and Encumbrances**.

(i) **Ownership**. Borrower is and will at all times be the legal and equitable owner of the Property subject only to Permitted Encumbrances (and subject to releases permitted hereunder).

(ii) **No Leases or Occupancy**. The Property are not subject to any leases, licenses or other occupancy agreements, except as may have been approved by Lender. In addition, there are no tenants or other parties occupying the Property, except as may have been approved by Lender.

(iii) **Authority to Encumber**. Borrower has, and will continue to have, the full right and authority to encumber the Property in favor of Lender.

(iv) **Validity of the Lien Created by Each Security Instrument**. The Lien created by each Security Instrument is (a) legal, valid, binding and enforceable subject to bankruptcy, insolvency, moratorium, reorganization or similar laws and equitable principles of general application, (b) encumbers the entirety of the Property of Borrower, and (c) is first-priority except for Permitted Encumbrances.

(f) **Taxes**. The Property will be comprised of one or more parcels, each of which constitutes a separate legal parcel and a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's knowledge, proposed, special or other assessments for public improvements or otherwise affecting any of the Property, nor are there any contemplated improvements to any of the Property that may result in such special or other assessments.

(g) **Accuracy of Documents**. Any survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, rent roll and income and expense reports, and all other books and records relating to the Property and all other budgets (including estimated budgets), contracts or documents delivered to Lender in connection with the Loan and the Loan Documents are true, correct and complete copies of such documents, in all material respects.

(h) **Hazardous Materials**. The Property complies, in all material respects, with all Hazardous Materials Laws as to use and conditions on, under or about the Property including soil and groundwater condition. Neither Borrower nor any Borrower Party, nor, to Borrower's knowledge, any other person, has used, generated, manufactured, stored or disposed of on, under or about the

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Property or transported to or from the Property any Hazardous Materials. To Borrower's knowledge, there are no Hazardous Materials in, attributable to or affecting the Property or the area within 2,000 feet of the Property (and the area is not otherwise subject to recorded land use restrictions by reason of its proximity to Hazardous Materials). Without limitation on the foregoing, to Borrower's knowledge: (i) the primary potable or drinking water source and groundwater have never been known to exceed the EPA Recommended Maximum Contaminant Level Goals set forth under the Safe Drinking Water Act and Clean Water Act, as amended; (ii) there is not and has never been landfill containing decomposable material, petroleum wells, mineral bearing mines, sewage treatment facilities, underground storage tanks, sinkholes, radon or other toxic emissions within 2,000 feet of any boundary of the Property (and the Property is not otherwise subject to recorded land use restrictions by reason of its proximity to any of the foregoing), and (iii) no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing polychlorinated biphenyls (PCBs) have been located on the Property at any time.

5.1.17 Additional Representations and Warranties With Respect to the Project.

(a) Borrower has all necessary power and authority to enter into and perform its respective obligations under each of the Project Documents to which Borrower is a party, and all other agreements and instruments to be executed by Borrower in connection with the construction and the development of the Project. The Project Documents to which Borrower is a party have been duly executed and delivered by Borrower. The Project Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws generally affecting rights of creditors and the enforcement of debtors' obligations, and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The completion of the Project and the execution, delivery and performance by Borrower of its obligations under, and the consummation of the transactions contemplated by, each of the Project Documents to which Borrower is, or will be, a party, and all other agreements and instruments to be executed by Borrower in connection therewith do not and will not (i) violate, in any material respect, any Legal Requirement applicable to Borrower, (ii) result in a breach of any of the terms, conditions or provisions of, or constitute a default under the organizational documents of Borrower, or result in a material breach of the terms, conditions or provisions of any mortgage, indenture, agreement, permit, franchise, license, note or instrument to which Borrower is a party or by which it or any of its properties is bound, or (iii) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the assets of Borrower (except as contemplated by this Agreement and by the Permitted Encumbrances). All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, or other actions in respect of or by, any Governmental Authorities that are required in connection with the execution, delivery and performance by Borrower of the Project Documents and all other agreements and instruments to be executed by Borrower in connection therewith and the construction and operation of each Project have been obtained or will be obtained when required

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for the then applicable stage of completion of each the Project and are or will be in full force and effect.

(b) Borrower has delivered to Lender true, correct, and complete copies, in all material respects, of all Project Documents. All permits, licenses, and other approvals from any applicable Governmental Authorities, adjacent property owners, or any other Person necessary for Borrower to commence and Complete the Project in accordance with the Lender-approved Plans and Specifications therefor have been obtained and are in full force and effect. All utility services and facilities necessary for the completion of the Project and, upon completion of construction, the operation, use and occupancy of the Project for its intended purposes are or will be available at the boundaries of the Property upon which the Project is being constructed, including water supply, storm and sanitary sewer facilities, gas and electric and telephone facilities and means of access between the Property and public ways.

(c) Except for the Project Documents approved by Lender, Borrower has not made, assumed or been assigned any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien (other than Permitted Encumbrances) against all or any portion of the Property.

(d) The current land use, zoning law, regulations and declarations covering the Property upon which the Project is being constructed permit, on an as-of-right basis, the completion of the Project substantially in accordance with the Plans and Specifications, the current zoning law and declarations covering the Property permit the Project being constructed thereon to be operated and used as contemplated by this Agreement, and no additional variance, conditional use permit, special use permit or other similar approval is required for such construction, use or occupancy of the Project that has not been or will not, if and when required, be obtained. The Property and the use thereof are currently and, upon completion of the Project being constructed thereon substantially in accordance with the Plans and Specifications, will be in all material respects in compliance with all Project Permits then required therefor and all other applicable Legal Requirements, and such compliance is not dependent on any land, improvements or facilities that are not a part of the Property. There are no pending, or to Borrower's knowledge, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify the zoning applicable to the Property or any part thereof or any of the Project Permits applicable thereto, as currently existing.

(e) As of the Closing Date and as of each date on which this representation is deemed remade, the Loan Budget (as the same may be amended from time to time with the approval of Lender in accordance with this Agreement) accurately reflects Borrower's best good faith estimate of all anticipated Hard Costs, Soft Costs, and any other costs and expenses reasonably anticipated to be incurred in connection with the Completion of the Project.

(f) No Balancing Event exists as of the date hereof.

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(g) The Project is expected to be Completed on or prior to the Completion Date.

5.1.18 General Facts. No statement of fact made by or on behalf of Borrower or any other Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower can foresee, might materially and adversely affect, the Property, the Project or the business, operations or condition (financial or otherwise) of Borrower or any other Borrower Party.

5.2 Survival of Representations. The representations and warranties set forth in Section 5.1 and elsewhere in this Agreement and the other Loan Documents shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents and shall be deemed to be remade as of the date of each Advance hereunder (except as may be disclosed to and expressly approved by Lender); provided, however, that Borrower may update the representations and warranties to reflect changes in circumstances which are not the result of a Default or Event of Default of Borrower hereunder.

6. BORROWER COVENANTS.

6.1 Borrower Affirmative Covenants. Borrower hereby covenants and agrees with Lender that:

6.1.1 Existence; Compliance with Legal Requirements. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it, the Property and the Project.

6.1.2 Taxes and Other Charges; Effect of Change in Law. Borrower shall pay all Taxes and other charges now or hereafter levied or assessed or imposed against the Property, the Project or any part thereof before the same become delinquent or past due. When and if so requested by Lender, Borrower shall deliver promptly to Lender receipts evidencing such payments. Borrower shall not suffer, permit, initiate, or otherwise cause for any tax purpose, the joint assessment of any real property comprising the Property and any personal property located thereon, or any other procedure whereby the lien of real property taxes and assessments and the lien of personal property taxes shall be assessed, levied or charged against such real property as a single lien. While the Property remains subject to a Security Instrument, the Property shall be segregated on the applicable tax rolls from all other property, both real and personal; and, upon request, Borrower shall procure on behalf of Lender a tax service contract, the issuer, form and content of which shall be subject to Lender's prior approval. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property other than Permitted Encumbrances. If at any time any law is enacted which deducts from the value of any real property comprising the Property, for taxation purposes, any lien thereon, or changes in any way the laws now in force for the taxation of security instruments on real property or debts secured thereby, or the manner of collection of any such taxes so as to affect any interest of Lender under this Agreement or the Security Instrument for the Property, then Borrower shall pay such tax if it may lawfully do so. If Borrower is not permitted by applicable law to pay such tax, or if such payment would violate any applicable law, then, at the option of Lender, all of the outstanding principal balance of all Advances made under the Loan, together with interest thereon and any

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other amounts payable with respect thereto pursuant to the Note, shall immediately become due and payable without demand or notice.

6.1.3 Litigation. Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or threatened against Borrower, any other Borrower Party, the Property or the Project. If Lender is made a party to any litigation concerning the Security Instrument, or the Property or the Project or any part thereof or interest therein, or the occupancy thereof by any person or entity, then Borrower shall indemnify, defend and hold Lender harmless from all claims and liability by reason of such litigation, including attorneys' fees and expenses incurred by Lender, whether or not any such litigation is prosecuted to judgment.

6.1.4 Access to Property. Borrower shall permit or cause to be permitted, agents, representatives and employees of Lender to inspect the Property, the Project or any part thereof at reasonable hours upon reasonable advance notice.

6.1.5 Further Assurances; Supplemental Affidavits. Borrower shall, and shall cause Equity Owner and Guarantor to, at Borrower's sole cost and expense:

(a) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve or protect the security interest of Lender in the collateral at any time securing or intended to secure the obligations of Borrower, Equity Owner and Guarantor under the Loan Documents, as Lender may reasonably require; and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

6.1.6 Title to the Collateral. Borrower will warrant and defend the validity and priority of Lender's security interest in the Collateral.

6.2 Additional Recourse Debt. Borrower shall deliver prompt written notice to Lender, in reasonable detail, of the occurrence and amount of any Indebtedness that is guaranteed by Guarantor pursuant to a recourse guaranty; provided that such written notice shall be delivered to Lender in no event later than three (3) Business Days following (a) Guarantor entering into the relevant recourse guaranty or (b) the occurrence of any claim under a carveout guaranty resulting in the relevant guaranty or indemnity agreement by Guarantor no longer being considered a carveout guaranty for purposes of this Agreement.

6.2.1 Disposition of Insurance and Condemnation Proceeds and Damages.

(a) **Lender's Rights in Proceeds and Damages**. Borrower hereby assigns to Lender (a) any award for damages suffered or compensation paid by reason of a taking for public use, or an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), or any transfer of all or any part of the Property in avoidance thereof, affecting the Property, (b) all proceeds of any insurance policies paid by reason of loss sustained to the Property, and (c) all claims,

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damages, causes of action, against or from any party or parties, with respect to the Property or the Project, or any funds received or receivable in connection with any damage to the Property or the Project, incurred as a result of any cause whatsoever. All proceeds of any such claims shall be paid by the person or entity making payment directly to Lender, and Borrower shall do all things necessary to obtain prompt settlement for each loss or claim covered by a policy of insurance. After first deducting all costs and expenses of Lender incurred in connection with the settlement or recovery of any proceeds hereunder, Lender may, at its option and without regard to the adequacy of the security hereunder, except as otherwise provided in clause (b) below, apply any such sum it retains hereunder to any indebtedness or obligation secured by the Security Instrument, whether due or not, and in such order or priority as Lender may determine in its sole and absolute discretion; however, after deducting its costs and expenses Lender may approve, regardless of any impairment of security or lack thereof, except as otherwise provided in clause (b) below, release to Borrower of all or any part of the entire amount so collected for reimbursement for costs and expenses incurred by Borrower for the repair and restoration of the Property upon any conditions Lender chooses. Application of all or any portion of such funds, or the release thereof, shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. Borrower shall execute such further assignments, documents or instruments as Lender may from time to time require in order to evidence the assignment hereunder. If, on any loss of or damage to the Property or the Project or on a partial taking or condemnation of the Property, Lender is not entitled under law to retain the entirety of any proceeds or award pursuant to this Section, then Lender shall be entitled to apply the proceeds or award to the repayment of the Note and any other indebtedness secured by any Loan Document to reduce the Note balance and such other indebtedness by the ratio which the value of the Property remaining encumbered by the Security Instrument bears to the value of the Property immediately prior to such loss, damage or partial condemnation or taking, as determined by Lender's appraiser retained for such purpose. In the event any insurance proceeds or condemnation awards are applied by Lender against the Note under this Section, no prepayment premium shall apply.

(b) **Use of Insurance Proceeds to Repair Property**. In the event of damage to or destruction of the Property from any cause actually covered under insurance maintained by Borrower hereunder or any available condemnation proceeds, then Lender shall make available to Borrower the net insurance proceeds or condemnation proceeds available as a result of such damage or destruction (after deducting costs and expenses incurred by Lender in connection with the settlement or recovery of any proceeds as provided in clause (a) above) for use by Borrower, in the reconstruction and repair of the damaged or taken improvements to the condition approved by Lender, on the terms and conditions hereinafter set forth. In the event any of the conditions to Borrower's right to utilize the net proceeds hereunder are not satisfied or fulfilled at any time, then such net proceeds shall be applied as provided in clause (a) above. Such net proceeds shall be made available hereunder only if: (a) no Default or an Event of Default occurs; (b) Lender is satisfied that, by expenditure of the net proceeds hereunder, the Property damaged or destroyed or taken shall be fully restored within a reasonable period of time to the equivalent of its original condition and value and all payments required under the Note will continue to be

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paid; (c) Lender is satisfied that such work of repair and restoration can be completed in the ordinary course of business within one (1) month from the commencement of work and at least one (1) month prior to the date on which all Advances (including any Advance for the Project being constructed thereon) are required to be repaid pursuant to the Note; (d) Lender has reviewed and approved Borrower's plans and specifications for the work of repair and restoration, Borrower's architect and any general contractors, subcontractors and material suppliers employed to perform such work; (e) all general contractors, all major subcontractors and material suppliers have supplied 100% performance and completion bonds and bonds protecting such Property from the imposition of mechanic's or other liens; (f) if the net insurance proceeds or condemnation proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Note during the completion period, as determined by Lender, Borrower has deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Lender; and (g) Borrower shall have satisfied such other conditions as Lender may in determine to be appropriate in its sole discretion. Disbursement of funds by Lender hereunder shall be subject to all of Lender's then customary construction loan disbursement procedures, including those set forth herein. No funds held by Lender hereunder shall bear interest; and Lender shall have no duties or obligations with respect thereto, or with respect to the provisions of this clause (b), other than that of a construction lender, and the reasonable costs and expenses of Lender incurred in connection therewith (including the fees of a construction consultant and disbursing agent) shall be paid by Borrower (and Lender shall be entitled to pay such costs and expenses out of the insurance proceeds held by Lender). Specifically, but without limiting the generality of the foregoing, no relationship of trust, or any other duty in the nature of fiduciary duties or otherwise, shall be imposed or implied by the status or actions of Lender hereunder; and under no circumstances shall Lender become obligated to take any action to repair or reconstruct any damaged or destroyed Property. Any net proceeds not disbursed under this clause (b) shall be disbursed in accordance with clause (a) above.

6.2.2 Maintenance and Preservation of the Property.

(a) **Borrower's Obligation for Maintenance of Property and Security**. Borrower shall: (a) keep the Property in good condition and repair and replace any items comprising the Property as they become obsolete or worn out with items of at least the same utility, quality and value, free of any liens or security interests of any kind or character other than the lien of the Loan Documents; (b) not remove or demolish any portion of the Property (except in connection with the Project to the extent approved by Lender); (c) restore promptly and in good and workmanlike manner any part of the Property which may be damaged or destroyed; (d) comply with and not suffer violations of laws, ordinances, regulations, covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and requirements of insurance companies and any bureau or agency which establishes standards of insurability; (e) not commit or permit waste of the Property; (f) do all other acts which from the character or use of the Property may be reasonably

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necessary to maintain and preserve their value or to protect the security of the Security Instrument; (g) perform and comply with all obligations required to be performed or complied with in leases, licenses, concessions, management agreements, Project Documents or like agreements affecting the Property, if any, or the management, operation, repair, renovation, occupation or use thereof; (h) pay any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property; (i) not change the character, the nature of the occupancy or use of the Property, or any portion thereof, except in connection with the Project, and then only to the extent consistent with the Project Documents therefor, if approved by Lender, in its sole discretion; (j) not drill for or extract, or enter into a lease or any other type of agreement for the drilling for or extraction of, oil, gas or other hydrocarbon substances, or any mineral of any kind, on, in or under the Property; (k) make no assignment of rents of the Property except to Lender pursuant to the Security Instrument; and (l) execute and, where appropriate, acknowledge and deliver, such further documents or instruments as Lender deems necessary or appropriate to preserve, continue and perfect the security provided for in the Security Instrument.

(b) **Lender's Approval Rights for Work**. Borrower shall not undertake or suffer to be made any alteration, addition, relocation, removal or demolition of, or structural or other material change in, any building, improvement, fixture, machinery, or equipment comprising the Property, other than in connection with the Project, without the prior written approval of Lender, unless (a) the aggregate cost of such work for the Property does not exceed $20,000, (b) such work does not affect the roof or the structure of the building and improvements comprising the Property, or adversely affect or diminish the value of the Property or arise as a result of any damage or destruction, (c) such work is designed by licensed professionals and is constructed by licensed contractors, all qualified for such purpose, and in accordance with all applicable Legal Requirements, ordinances, regulations, permits and approvals, and (d) Borrower submits to Lender its proposed plans and budget for such work, together with all other supporting materials related to such work as Lender may reasonably require. The foregoing shall not limit Borrower's obligations under clause (a) above and, accordingly, Borrower shall immediately seek any consent required under this clause (b) in connection with its obligations under clause (a) above.

6.2.3 Financial Covenants. Borrower shall, and Borrower shall cause Guarantor to, at all times, comply with the Financial Covenants.

6.2.4 Hazardous Materials. Borrower shall indemnify, defend and hold Lender, its employees, agents, officers and directors, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including attorneys', experts' and consultant fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) the presence, release, use, manufacture, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (b) the violation, or alleged violation, of any Hazardous Materials Law affecting the Property, or the transportation of Hazardous Materials to or from the Property. This indemnity shall (i) include any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible

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property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment, and the cost of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property, and (ii) survive foreclosure (whether judicial or non-judicial) of the Security Instrument for the Property and the full or partial payment or discharge of all indebtedness secured by the Security Instrument. WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL NOT APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

6.2.5 Notices. Borrower shall give notice, or cause notice to be given, to Lender promptly upon the occurrence of: (a) any Default or Event of Default; (b) any default or event of default under any contractual obligation of Borrower or any Affiliate that could reasonably be expected to have a Material Adverse Effect; or (c) any litigation or proceeding affecting Borrower or the Property or affecting any of the other Borrower Parties if such litigation or proceeding could have a Material Adverse Effect.

6.2.6 Prohibited Persons. No Borrower Party or any of their direct or indirect equity holders shall (i) knowingly conduct any business, or engage in any transaction or dealing, with any Embargoed Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of an Embargoed Person, or (ii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Federal Trade Embargo.

6.2.7 Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U, W or X of the Board of Governors of the Federal Reserve System, or to extend credit to any Person for such purpose, or for any other purpose which would be inconsistent with such Regulations or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents. Borrower agrees that, without the prior written consent of Lender, (i) the funds received from Lender hereunder shall not be used for the benefit of, or transferred to, any Affiliate of Lender and (ii) without limiting the generality of the foregoing, the funds received from Lender hereunder shall not be used to make an equity investment in any Person in which Affiliates of Lender have equity or debt positions if the proceeds of such investment would be used to refinance such Person's outstanding indebtedness. For purposes of this Section 6.2.7, "Affiliate" shall have the meaning given to such term in Regulation W of the Board of Governors of the Federal Reserve System.

6.2.8 Deposit Account Control Agreement. If required by Lender in its sole and absolute discretion at any time during the term of the Loan, Borrower shall deposit all revenues or other income into an account that will be subject to the Deposit Account Control Agreement once such agreement is entered into and otherwise utilize such account as its operating account, it being acknowledged that the Collateral includes Borrower's accounts and all amounts on deposit therein and proceeds therefrom. Borrower covenants and agrees to take any actions requested by Lender in order to establish such account and enter into such Deposit Account Control Agreement.

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6.2.9 Risk Retention. Each Borrower Party will comply with the requirements of the European Union Directive 2006/48/EC, such that as long as any Advances are outstanding (i) it will hold an equity interest that will represent not less than 5% of the purchase price of the Property owned by Borrower and (ii) such holding of equity interest will not be subject to any credit risk mitigation, any short position or any hedging.

6.2.10 The Project. At Lender's option, Borrower shall cause each Design Professional, General Contractor, and Trade Contractor for each Project to execute and deliver to Lender the applicable Design Professional Consent, General Contractor Consent, and Trade Contractor Consent, respectively, prior to the execution by Borrower of the applicable Project Document (or on the Closing Date, if applicable) for the Project.

6.2.11 Commencement and Completion. Borrower shall commence construction of the Project without delay after recordation of the Security Instrument and shall complete construction of the Project, free and clean of any mechanics' and materialmen's liens and stop notices, as applicable, in accordance with the Lender-approved Plans and Specifications and other provisions of the Loan Documents, with all construction costs having been paid, on or before the Completion Date.

6.3 Borrower Negative Covenants. Borrower covenants and agrees with Lender that:

6.3.1 Transfers. Without the prior written consent of Lender, neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall Transfer any interest, direct or indirect, in the Property or in Borrower. Additionally, (a) if there currently exist no certificates, instruments or writings representing the Collateral, Borrower shall not, without the prior written consent of Lender, create certificates, instruments or writings representing the Collateral, and (b) if certificates, instruments or writings representing the Collateral currently exist, Borrower shall not, without the prior written consent of Lender, create new certificates, instruments or writings representing the Collateral. Borrower shall deliver to Lender any and all newly created certificates, instruments or writings representing the collateral. For avoidance of doubt, no Transfer of the Property or of any direct interest in Borrower or Equity Owner shall occur without the prior written consent of Lender, or release Borrower, Equity Owner or Guarantor from any liability under the Note and other Loan Documents. Upon any Transfer of any direct or indirect interest in the Property, Borrower or Equity Owner in violation of this Section (each of which shall constitute an impairment of Lender's security interests under the applicable Security Instrument), Lender shall have the absolute right, without demand or notice, to declare all Obligations secured by the Security Instrument to be immediately due and payable (including the prepayment premium, if any, set forth in the Note), except to the extent that and in such particular circumstances where exercise of such right by Lender is prohibited by law.

6.3.2 Liens. Borrower shall not create, incur, assume, permit or suffer to exist any Lien on any portion of the Collateral or the Property except for Permitted Encumbrances and Liens in favor of Lender as provided herein. Borrower shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which now or hereafter shall encumber the Property, whether senior or subordinate to the Security Instrument, including all claims for work or labor performed, or materials or supplies furnished in connection with any work of improvement upon the Property, including, but not limited to, in connection with the Project; provided, however, that any such lien or encumbrance shall be paid and fully discharged by Borrower within five (5) days after demand by Lender. Borrower may contest any such claim of lien without cost or expense to Lender, but only upon posting, and concurrently supplying to

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Lender, a certified copy of a statutory bond or other security sufficient under applicable law to fully protect any and all of the Property encumbered by such claim of lien and otherwise satisfactory to Lender to protect Lender against any judgment in favor of the lien claimant.

6.3.3 Leases. Borrower shall not enter into any lease of or occupancy agreement for the Property, or any portion thereof, or modify or amend or supplement any such lease or occupancy agreement without the prior written consent of Lender.

6.3.4 Property Management. Borrower shall not appoint, terminate or replace a manager for the Property, or enter, terminate or amend any management agreement for the Property, in each case without Lender's prior written consent. Any property manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under any management agreement of the Property. Any management agreement will be subordinated to Lender's rights under the Security Instrument and other Loan Documents.

6.3.5 Dissolution, Etc. Borrower shall not (i) engage in any dissolution, division, liquidation or consolidation or merger with or into any other business entity, or (ii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower (except as expressly permitted hereunder).

6.3.6 Change in Business; Change in Name. Borrower shall not enter into any line of business other than the ownership, operation, repair, restoration and sale of the Property. Borrower shall not change its name without first obtaining the prior written consent of Lender. In the event Lender grants such consent, Borrower shall, at Borrower's sole cost and expense, take all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender. Borrower shall promptly notify Lender in writing of any change in the organizational identification number of Borrower. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number.

6.3.7 Debt Cancellation. Borrower shall not cancel or otherwise forgive or release any claim or debt owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

6.3.8 Affiliate Transactions. Without Lender's prior written consent, Borrower will not enter into any transaction (including, without limitation, the purchase or sale of any property or service) with, or make any payment or transfer to, any Affiliate.

6.3.9 Zoning. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender.

6.3.10 Limitations on Distributions. So long as there is a Default or an Event of Default, Borrower shall not make any distributions to its members.

6.3.11 Other Limitations. Prior to the payment in full of the Debt, Borrower shall not, without the prior written consent of Lender, give its consent or approval to any of the following actions or items: (a) any material change in the method or conduct of the business of Borrower; or (b) the settlement of any claim against Borrower, other than a fully insured third party

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claim, in an amount greater than Ten Thousand Dollars ($10,000), such consent not to be unreasonably withheld (unless an Event of Default has occurred).

6.3.12 Compliance. Borrower, the Project and the Property and the use thereof shall comply in all respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. No Borrower Party shall be in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. No Borrower Party shall commit any act that may give any Governmental Authority the right to cause a Borrower Party to forfeit the Collateral or any part thereof or any monies paid in performance of Borrower's Obligations. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the lot or parcel boundaries, zoning, conditions of use, or any other applicable land use laws, ordinances, regulations, permits, approvals or licenses pertaining to the Property, except in connection with the Project, or which would constitute a violation of the warranties and representations contained in this Agreement, or would change the nature of the use or occupancy of the Property. Borrower shall within ten (10) days after receipt thereof by Borrower, or its agent or representative, deliver to Lender copies of any and all approvals, permits and licenses procured by Borrower with respect to the Property, construction and installation of improvements thereon, including in connection with the Project, or the occupancy, use and enjoyment thereof, pursuant to applicable laws, ordinances, or regulations.

6.3.13 Hazardous Materials. Borrower covenants and agrees that Borrower shall not cause or permit the presence, use, generation, manufacture, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Borrower shall immediately notify Lender in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened with respect to the Property in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury to persons or property resulting from any Hazardous Materials; and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Without Lender's prior written consent, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, in, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials (except that in the case of an emergency, Borrower shall take such action as may be reasonably required under the circumstances and shall immediately notify Lender in writing of any such action taken). So long as the Property remains subject to the Security Instrument, Lender shall have the right, on seventy-two (72) hours prior written notice to Borrower, at Borrower's expense, to enter the Property and to conduct such tests and investigations as Lender requires, in the event that Lender has a good faith belief that such tests or investigations are required or advisable, or at any time following an Event of Default, to determine whether any Hazardous Materials are present in, under, on or about the Property. Such tests and investigation shall include underground borings, groundwater analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

6.4 **Post-Closing Condition.** Within ninety (90) days of the funding of the Loan (the "Deadline Date") , Borrower shall provide Lender with that certain recorded instrument, Release of Reverter to Amended and Restated Agreement for Development of King's Landing, executed by the City of Fort Pierce in form and content satisfactory to Lender. Failure to provide Lender with the aforesaid document to Lender's satisfaction on or before the Deadline Date shall,

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at Lender's option (i) cause a draw hold to be placed on the Loan and (ii) constitute an "Event of Default" under this Agreement.

7. FINANCIAL REPORTING. During the term of this Agreement, unless Lender shall otherwise consent:

7.1 Financial Reporting; Books and Records. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Lender upon reasonable prior notice.

7.2 Interim Statements. Upon Lender's written request, for each calendar year, within (i) forty-five (45) days after the end of each of the first three calendar quarters and (ii) one hundred twenty (120) days after the end of the fourth calendar quarter, Borrower shall deliver to Lender financial statements of Borrower and Guarantor and its subsidiaries on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for the period from the beginning of such fiscal year to the end of such quarter, and the related balance sheet as of the end of such quarter, all in reasonable detail and certified by a responsible and authorized officer of Borrower and Guarantor, as applicable, subject, however, to year-end audit adjustments.

7.3 Annual Statements. Within one hundred twenty (120) days following the end of Guarantor's fiscal year, Guarantor shall deliver to Lender audited financial statements of Guarantor and its subsidiaries (including Borrower and Equity Owner) on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for such fiscal year and the related balance sheet as at the end of such fiscal year, all in reasonable detail and accompanied by an unqualified opinion of a certified public accounting firm reasonably satisfactory to Lender; provided that such financial statements shall be deemed delivered upon the publicly available filing of such financial statements.

7.4 Certificates. Borrower shall deliver, promptly after the furnishing thereof, copies of any compliance certificates or other similar compliance-related reports or letters furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to Lender pursuant to any other provision of this Section 7. The financial statements required to be delivered pursuant to this Section shall be certified by an officer of Guarantor, which certification shall also address whether Guarantor is in compliance with the Financial Covenants.

7.5 Other Information. Borrower shall deliver, promptly after the furnishing thereof, copies of any financial statements or periodic reports furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the Lender pursuant to any other provision of this Section 7, together with any other information (whether financial or otherwise) Lender may request during the term of the Loan.

8. DEFAULT.

8.1 The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") under this Agreement and the other Loan Documents:

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8.1.1 Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents or Borrower's failure to deposit any funds with Lender as and when required under this Agreement;

8.1.2 if any representation or warranty made by Borrower herein or by any other Borrower Party in any other Loan Document shall have been false or misleading as of the date the representation or warranty was made or deemed remade;

8.1.3 if Borrower or any Guarantor incurs any Indebtedness in breach of this Agreement;

8.1.4 if there shall occur any Transfer (whether a Transfer of the Property or the direct or indirect ownership interest therein) in breach of this Agreement;

8.1.5 (A) if there is any material deviation in the construction of the Project from the Plans and Specifications or governmental requirements or the appearance or use of defective workmanship or materials in constructing the Project, and Borrower fails to remedy the same to Lender's satisfaction within thirty (30) days of Lender's written demand to do so; or (B) subject to Force Majeure Events, there is a cessation of construction of the Project prior to completion for a continuous period of more than thirty (30) days; or (C) the use, sale or leasing of any of the improvements on the Property in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (D) subject to Force Majeure Events, utilities or other public services necessary for the full occupancy and utilization of the Property and improvements are curtailed for a continuous period of more than thirty (30) days;

8.1.6 if there is (A) a condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property; (B) a sequestration or attachment of, or any levy or execution upon any of the Property, any other collateral provided by Borrower or any other party under any of the Loan Documents, any monies in any accounts or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed within twenty (20) days; or (C) a recording of any claim of lien against the Property or the service upon Lender of a withhold payment notice or bonded stop notice and the continuance of such claim of lien for twenty (20) days after such recording or service or five (5) days after Lender's demand, whichever occurs first, without discharge, satisfaction or provision for payment being made by Borrower in a manner satisfactory to Lender;

8.1.7 if any Borrower Party shall make an assignment for the benefit of creditors;

8.1.8 if a receiver, liquidator or trustee shall be appointed for any Borrower Party or if any Borrower Party shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, any Borrower Party, or any other Bankruptcy Action (as hereinafter defined) occurs with respect to any Borrower Party or if any proceeding for the dissolution, division (e.g., pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time) or liquidation of any Borrower Party shall be instituted;

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8.1.9 if any Borrower Party attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

8.1.10 if (A) this Agreement, the Note or any other Loan Document shall, in whole or in part, terminate, cease to be effective or cease to be a legally valid, binding and enforceable obligation of any Borrower Party; (B) any Borrower Party shall take any action in connection therewith or in furtherance thereof; (C) any party to any Loan Document (other than Lender) shall assert in writing that such document has ceased to be in full force and effect; or (D) the Liens created pursuant to any Loan Document shall cease to be a fully perfected enforceable first priority security interest or any portion of the Collateral is Transferred without Lender's prior written consent;

8.1.11 the occurrence of (A) any amendment to or termination or cancellation of any of the Project Documents without Lender's prior written approval, (B) any of the Project Documents not being in full force or effect for any reason, or (C) any default by Borrower under any of the Project Documents beyond any applicable notice or cure period available thereunder;

8.1.12 if there is a failure at any time of the Security Instrument to be a valid Lien upon the Property or any portion thereof (other than as a result of any release or reconveyance of the Security Instrument with respect to all or any portion of the Property pursuant to the terms and conditions of this Agreement), prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing;

8.1.13 if a Balancing Event is not cured within five (5) Business Days after written notice thereof from Lender;

8.1.14 if Borrower or any other Borrower Party shall be in Default under any of the other terms, covenants or conditions of this Agreement or any other Loan Document not specified above; provided, however, that if such Default is curable and Borrower has not been given a notice of a similar Default within the preceding six (6) months, then it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such Default, either (x) cures the Default within thirty (30) days or (y) if the cure requires more than thirty (30) days, immediately initiates steps satisfactory to Lender to cure the Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; and provided further that under no circumstances shall Borrower have more than sixty (60) days to cure any such Default;

8.1.15 any breach by Borrower under the terms of any other agreement between Borrower (or any Congruent Entity) and Lender (or any Affiliate of Lender), that is not remedied within any grace period provided therein, including any agreement concerning any indebtedness or other obligation of Borrower (or any Congruent Entity) to Lender (or any Affiliate thereof), whether currently existing or entered into after the date of this Agreement;

8.1.16 if Borrower or any Guarantor defaults in any obligation to Lender, whether direct or indirect, absolute or contingent; or

8.1.17 any occurrence of any default under any other loans which Borrower (or any Congruent Entity) may have from Lender (or any Affiliate of Lender) during the term of the Loan, whether existing as of the date hereof or subsequently made (collectively, the

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"Other Loans"). Additionally, an Event of Default under the Loan Documents shall constitute an event of default under the Other Loans.

9. REMEDIES.

9.1 Description.

9.1.1 Upon the occurrence and during the continuation of an Event of Default (other than an Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above) Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Collateral, including each and all of the following rights and remedies, to the fullest extent permitted by law, and Lender may enforce or avail itself of any or all rights and remedies of a secured party under the Uniform Commercial Code against Borrower, Equity Owner (if applicable) and the Collateral; and upon any Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above, the Debt and all other Obligations shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(a) **Immediate Payment of Obligations**. With or without notice, to declare all Obligations secured by any Loan Document immediately due and payable.

(b) **Cure Default; Protective Advances**. With or without notice, and without releasing Borrower from any Obligation hereunder, to cure any default of Borrower and, in connection therewith, (i) to enter upon the Property in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, and (ii) to do such acts and things as Lender may deem necessary or desirable to protect the security of the Security Instruments, including advancing funds to maintain, secure or otherwise protect the Collateral, Lender's interest therein or the priority of the Liens granted by the Loan Documents (each a "**Protective Advance**") (all of which shall constitute part of the Debt and be secured by the Security Instruments and other Loan Documents).

(c) **Manage and Operate Property**. To enter upon, possess, manage and operate the Property, or any part thereof, either in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction; to make, terminate, enforce or modify leases of or occupancy agreements for the Property upon such terms and conditions as are satisfactory to Lender and to act in any manner which Lender may deem necessary or desirable in connection therewith; and to make repairs, alterations and improvements to the Property (including, but not limited to, in connection with the Project) that Lender determines to be necessary to protect or enhance the security of the Security Instrument. All sums realized by Lender under this clause (c), less all costs and expenses incurred by it hereunder, including attorneys' fees and costs actually incurred, shall be applied to the indebtedness secured by the Security Instrument in such order of priority as Lender shall determine in its sole and absolute discretion. Neither application of such sums to such indebtedness, nor any other action taken by

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Lender under this clause (c), shall cure or waive any Event of Default or notice of Event of Default or nullify the effect of any such notice.

(d) **Resort to Collateral**. To resort to and realize upon the Collateral and any other security now or hereafter held by Lender in such order and manner as Lender may determine in its sole and absolute discretion. Resort to any or all such Collateral may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

All or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower or any other Borrower Party under this Agreement or any of the other Loan Documents or at law or in equity, may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Collateral. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Collateral and the Collateral has been foreclosed upon, sold or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

9.1.2 Without limitation, upon the occurrence and during the continuation of an Event of Default, Lender shall have the right from time to time to partially foreclose upon the Collateral under the Security Instruments and the Equity Owner Pledge (if any).

9.1.3 Any amounts recovered from the Collateral after an Event of Default may be applied by Lender toward the payment of any interest or principal of the Loan or any other amounts due under the Loan Documents in such order, priority and proportions as Lender shall determine in its sole and absolute discretion.

9.2 Remedies Cumulative. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower or any other Borrower Party pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default shall not be construed to be a waiver of any subsequent Default or Event of Default or to impair any remedy, right or power consequent thereon.

9.3 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted in this Section 9, Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in fact to execute, acknowledge and deliver any instruments and do and perform any acts such as are referred to in this subsection

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in the name and on behalf of Borrower. This power of attorney is a power coupled with an interest and cannot be revoked, but may only be exercised during the continuance of an Event of Default.

10. MISCELLANEOUS.

10.1 Notices. Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided below in this Section. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Borrower: KINGS LANDING FT PIERCE LLC, a Florida limited liability company
3670 Maguire Boulevard, Orlando, Florida 32803
Attention: Mark Rosenwasser

If to Lender: Genesis Capital, LLC, a Delaware limited liability company
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
Attention: Lending Department

10.2 Amendments and Waivers. No failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, the Note, each Security Instrument, the Equity Owner Pledge (if applicable) or any other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver, express or implied, of any such breach or of such covenant, agreement, term or condition. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

10.3 Invalid Provisions. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

10.4 Expenses; Indemnity.

10.4.1 Borrower shall pay, whether or not the closing of the Loan occurs or any Advance is made to Borrower hereunder, all costs and expenses incurred by Lender or any of its Affiliates, from time to time, including documentation and diligence fees and expenses, all search, audit, appraisal, recording, professional and filing fees and expenses and all other out-of-pocket charges and expenses (including UCC and judgment and tax lien searches and UCC filings and fees for post-Closing UCC and judgment and tax lien searches, if required by Lender), all administrative fees and expenses and attorneys' fees and expenses actually incurred, including, (a) in any effort to enforce, protect or collect payment of any Obligations or to enforce

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any Loan Document or any related agreement, document or instrument, or effect collection hereunder or thereunder, (b) in connection with entering into, negotiating, preparing, reviewing and executing this Agreement and the other Loan Documents and all related agreements, documents and instruments, (c) in connection with instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interests, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions, claims or proceedings arising out of or relating to Lender's transactions with Borrower, (e) in seeking, obtaining or receiving any advice with respect to its rights and obligations under this Agreement, any of the other Loan Documents and all related agreements, documents and instruments, (f) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Agreement or any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Obligations, or (g) in connection with the administration of the Loan.

10.4.2 Borrower shall indemnify and hold harmless Lender and its Affiliates, officers, partners, directors, employees and agents, from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for Lender in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not Lender shall be designated a party thereto), that may be imposed on, incurred by, or asserted against Lender in any manner relating to or arising out of the transactions contemplated hereby, including (i) any and all present and future stamp and other similar taxes arising out of the transactions contemplated hereby, (ii) any delay or omission (other than to the extent attributable to Lender) to pay such taxes, (iii) environmental liabilities and (iv) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in this Agreement or the other Loan Documents, except in each case, for any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements arising from the gross negligence or willful misconduct of Lender, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

10.4.3 If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or any of the other Loan Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

10.5 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other person or entity. This Agreement is for the sole and exclusive use

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of Lender and Borrower and may not be enforced, nor relied upon, by any person or entity other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including any obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person or entity shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in writing in Lender's sole and absolute discretion. Without limitation on the foregoing or Section 10.13 below, wherever this Agreement or any other Loan Document requires Lender's approval or consent (or equivalent), such approval or consent (or equivalent) shall be in writing in Lender's sole and absolute discretion unless otherwise expressly stated.

10.6 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of any Borrower Party, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Collateral or the Property in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or any other Borrower Party or to any other person with respect to the Collateral, the Property, the Project or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (1) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any Borrower Party or its stockholders, members, or partners, and Lender does not intend to ever assume such status; (2) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower or any other Borrower Party; and (3) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or any Borrower Party or any of their stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Collateral or the Property in Lender, or any sharing of liabilities, losses, costs or expenses.

10.7 Time of the Essence. Time is of the essence with respect to this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

10.9 Renewal, Extension or Rearrangement. All provisions of the Loan Documents shall apply with equal effect to each and every promissory note and all amendments thereof hereinafter executed by Borrower which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

10.10 Waivers; Representation by Legal Counsel. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan

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Documents, shall operate as a waiver thereof. Borrower acknowledges, warrants and represents, in connection with each waiver of any right or remedy of Borrower contained in this Agreement or any other Loan Document, that it has been fully informed with respect to, and represented by counsel of its choice in connection with, such rights and remedies, and all such waivers, and after such advice and consultation, has presently and actually intended, with full knowledge of its rights and remedies otherwise available at law or in equity, to waive or relinquish such rights and remedies to the full extent specified in each such waiver. Borrower acknowledges that it has been advised by Lender to seek the advice of legal counsel in connection with the negotiation and preparation of the Loan Documents. If Borrower has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish Borrower with any defense to the enforcement of Borrower's obligations and Lender's rights under the Loan Documents.

10.11 Cumulative Rights. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

10.12 Singular and Plural. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

10.13 Phrases; Rules of Construction. When used in this Agreement and the other Loan Documents, (a) the phrase "including" means "including, but not limited to," (b) the phrase "satisfactory to Lender" (or equivalent) means "in form and substance satisfactory to Lender in its sole and absolute discretion in all respects," (c) the phrase "with Lender's consent" or "with Lender's approval" (or equivalent) means such consent or approval (or equivalent) in writing in Lender's sole and absolute discretion, (d) the phrase "acceptable to Lender" (or equivalent) means "acceptable to Lender in Lender's sole and absolute discretion", (e) the word "or" is not exclusive, and (f) the word "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by any Borrower Party shall mean notice given or act performed not later than five (5) Business Days after the occurrence of the specified event for which notice or action is required, in each case except as expressly provided otherwise herein or in any other Loan Documents. When the identity of the parties or other circumstances make appropriate in this Agreement and the other Loan Documents, the neuter gender shall include the feminine and masculine, and the singular number shall include the plural. If Borrower is composed of more than one Person, then the Obligations are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

10.14 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

10.15 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,

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sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

10.16 Survival. All of the representations, warranties, covenants, and indemnities hereunder, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Collateral to any party, whether or not an Affiliate of Borrower.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR IN ANY WAY RELATING TO THE LOAN OR THE PROPERTY OR THE PROJECT (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

10.18 Governing Law; Venue. The Loan Documents are being executed and delivered, and are intended to be performed, in the State of California and the laws of the State of California and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in the Security Instruments or any of the other Loan Documents. Any legal suit, action or proceeding against Borrower arising out of or relating to this Agreement, the Note or any other Loan Document (including the liens and security interests created under the Security Instruments) shall be instituted in any federal or state court located in Los Angeles, California or the state in which the Property is located. Borrower waives any objections which it may have based on venue or forum non conveniens of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 10.1 (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

10.19 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties hereto agree that electronic signatures shall be deemed originals and admissible as best evidence for the execution and delivery of this Agreement by the parties hereto.

10.21 Sale, Assignment and Participation. Lender may, at any time, sell, transfer, assign or grant participations in the Loan and any of the Loan Documents or sell, transfer or assign the Loan or any interest therein, without notice to or consent of Borrower or any other Borrower Party. Lender may forward to each participant and prospective participant all documents and information which Lender now has or later may acquire relating to those obligations and to Borrower, and any partners or joint venturers of Borrower, whether furnished by Borrower or otherwise. If, at any time, Lender desires to sell, transfer or grant a participation interest in all or any portion of the Loan and Loan Documents to any third person, Borrower shall furnish in a timely manner any and all information concerning the Property and the Project, and concerning Borrower's, the other Borrower Parties' and the Property's or Project's financial condition, which information is requested by Lender or such person in connection with any such sale, transfer or participation. All such financial information shall be in such form, substance and detail as Lender, or such person, may require.

10.22 Limitation on Liability of Lender's Officers, Employees, Etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

10.23 Commingling of Funds. No sums collected or retained by Lender shall be deemed to be held in trust; and Lender may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the minimum extent required by law.

10.24 PATRIOT Act Records. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower Party, which information includes the name and address of each Borrower Party and other information that will allow Lender to identify each Borrower Party in accordance with the PATRIOT Act.

10.25 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (a) to treat this Agreement and all other Loan Documents and all provisions of the Loan Documents confidentially and not to transmit any copy hereof or thereof or disclose the contents hereof or thereof, in whole or in part, to any Person (including any financial institution or intermediary) without Lender's prior written consent, other than to Borrower's members and such members' investors, advisors (including its accountants and attorneys) and officers on a need to know basis and to their respective agents, employees, officers, directors, attorneys, accounts and governmental regulatory authorities, (b) that Borrower shall inform all such Persons who receive information concerning this Agreement or any of the Loan Documents of the confidential nature hereof and thereof and shall direct them to treat the same confidentially and not to disclose it to any other Person, and (c) that each of them shall agree to be bound by these provisions. Lender reserves the right to review and approve all materials that Borrower or any Affiliate prepares that contain Lender's name or describe or refer to this Agreement or any Loan Document or any of the terms hereof or thereof or any of the transactions contemplated hereby or thereby.

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Notwithstanding any other provision of this Agreement or any Loan Document, Borrower shall not, and shall not permit any of its Affiliates to, use Lender's name (or the name of any of Lender's Affiliates) in connection with any of its business operations. Nothing contained in this Agreement or in any of the other Loan Documents is intended to permit or authorize Borrower or any of its Affiliates to make any contract on behalf of Lender. Borrower shall not be deemed in violation of this Section solely because Lender records the Uniform Commercial Code financing statements or other Loan Documents.

11. JUDICIAL REFERENCE.

11.1 Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and further because Borrower and Lender (collectively, the "Parties") wish applicable California State and Federal laws to apply, the Parties desire that their disputes be resolved by a judicial referee applying such applicable laws. The Parties expressly waive trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether sounding in contract, tort or otherwise, arising out of, connected with, related to, or incidental to this Loan Agreement, the Loan, the Note any of the other Loan Documents or the relationship established among the Parties in connection with the Loan Agreement or any related document or the transactions contemplated hereby or thereby (a "Dispute") to the fullest extent permitted by Legal Requirements.

11.2 Accordingly, any Dispute arising out of or in connection with the Loan Agreement or the relationship established among the Parties in connection therewith or any other Loan Document or the transactions contemplated hereby or thereby, shall be resolved pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure Section 638 et seq., or any successor statute or statute, court rule, or provision of law containing reasonably similar provisions in accordance with the provisions of this Section 11. The referee ("Referee") shall be a retired or former California or Federal judge residing in the Los Angeles, California area, who is either (i) agreed to by the Parties to a Dispute within fifteen (15) days of the notice by any Party to the other(s) of the intention to invoke this Section 11.2 to resolve the Dispute, or (ii) failing such agreement, is appointed pursuant to California Code of Civil Procedure Section 640, or any successor statute or statute, court rule, or provision of Legal Requirements containing reasonably similar provisions, in an action filed in the Superior Court of Los Angeles County, California.

11.3 The Parties agree that any Party may (and, if necessary, the other Parties shall join in such filing) file with the clerk of the Los Angeles County Superior Court, or with the appropriate judge of such court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any action or proceeding to resolve any Dispute, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. The action shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in the Superior Court and not by way of judicial reference. It is the Parties' intention and the Parties and the Referee shall use their best efforts to be certain that (i) discovery be conducted for a period no longer than six (6) months from the date (the "Referee Date") the Referee is appointed (whether by stipulation or by the Superior Court), excluding motions regarding discovery, and (ii) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than the last day of the six-month discovery period; provided, that the Parties agree to grant such reasonable extensions of time necessary to reflect the complexities of the issues presented for resolution. All proceedings, including trial, before the Referee shall

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be conducted at a neutral location (unless otherwise stipulated by the Parties) within twenty-five (25) miles of the downtown Los Angeles County Superior Court. The Parties agree that said Referee shall be a judge for all purposes (including, without limitation, (x) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (y) setting a schedule of pretrial proceedings, and (z) making any other orders or rulings a sitting judge of the Superior Court would be empowered to make in any action or proceeding in the Superior Court). Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, Evidence Code, and such other statutes or rules which would be applicable if the matter were tried in the Superior Court, except as otherwise specifically agreed to by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any decision of the Referee or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the Los Angeles County Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law.

11.4 During the pendency of any action or proceeding respecting a Dispute, and before the entry of any judgment therein, each of the parties to such action or proceeding shall bear equal shares of the fees, charges and costs incurred by the Referee in connection with performing the services provided in this Section. The compensation of the Referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the Referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee. If a court reporter is requested by either party, then such reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter. Such fees shall be an item of recoverable costs.

11.5 Notwithstanding the foregoing and anything to the contrary herein, in the event of a default by Borrower under this Loan Agreement, Lender shall have the unilateral right to exercise its remedies in its sole and absolute direction, and under such circumstances, Lender can choose in its sole discretion to pursue resolution by Referee (as provided herein) or not and Borrower hereby waives any right to enforce the judicial reference provisions of this Loan Agreement if contrary to the choice of Lender.

Nothing in this Section 11 shall prejudice the right of any Party to obtain provisional relief or other equitable remedies as shall otherwise be available under the Code of Civil Procedure or applicable Court rules.

BORROWER AND LENDER EACH ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE LOAN AGREEMENT AND MAKING THE LOAN.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

LENDER:

GENESIS CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:
Candice Shih
By: _____
56834763A4BC440...
Name: Candice Shih
Title: Authorized Signatory

BORROWER:

KINGS LANDING FT PIERCE LLC,
a Florida limited liability company
By: KINGS LANDING FT PIERCE GP LLC,
a Florida limited liability company, its Member and Manager

DocuSigned by:
Mark Rosenwasser
By: _____
EF5E02A3FD994F9...
Mark Rosenwasser, Manager

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Exhibit A

Definitions

"**Advance**" means (A) a borrowing under the Loan to (i) fund the Initial Advance on or around the Closing Date, or (ii) fund a Construction Advance in each case in accordance with the terms and limitations of this Agreement, or (B) any other advances of the Loan made by Lender for the purpose of making a Protective Advance, to the extent such Protective Advance is permitted under the terms of this Agreement or any of the other Loan Documents. Any other amounts paid by Lender on behalf of Borrower or any Affiliate permitted under any Loan Document shall also be an Advance for purposes of this Agreement.

"**Advance Request**" means a written request from Borrower for an Advance in form and substance acceptable to Lender, which request shall be executed and delivered by Borrower (together with any supporting documentation reasonably required by Lender) in connection with the funding of such Advance.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract, or otherwise.

"**Agreement**" means this Agreement, as amended from time to time.

"**Appraiser**" means an appraiser designated by Lender or accepted by Lender from time to time.

"**Borrower Party**" means, individually and collectively, as the context may require, Borrower, Equity Owner and Guarantor.

"**Borrower Principals**" means, collectively, Mark Rosenwasser, an individual, and Samuel Weiss, an individual.

"**Business Day**" means any day except a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Carveout Guaranty**" means a guaranty or indemnity agreement of any Indebtedness containing customary "**bad act**" carveouts, such as fraud, misappropriation, environmental matters, breach of representation or warranty, misapplication and certain actions pertaining to bankruptcy, insolvency, transfers of collateral and substantive consolidation but which does not guarantee payment of Indebtedness independent of such "**bad acts**"; provided, however, at any time that a claim has been made under such a guaranty or indemnity agreement (which has not been satisfied), such guaranty or indemnity agreement, as applicable, shall not be considered a Carveout Guaranty, to the extent that such claim is (a) a liability of the relevant guarantor or indemnitor for GAAP purposes.

"**Change Order**" means any amendment, supplement or other modification in any respect to any Project Document.

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"**Collateral**" means all collateral encumbered by any of the Loan Documents.

"**Committed Loan Funds**" means the amount of Loan funds Lender has committed to make available to the Project over the remaining term of the Loan, as of such date of determination. As of the date hereof, the Committed Loan Funds are as set forth in the Loan Budget.

"**Complete**" (and the lower-case version thereof) shall mean, with respect to any of the work constituting the Project for the Property, that (a) such work is substantially completed in accordance with the Lender-approved Plans and Specifications and all Legal Requirements, subject only to the completion of minor punch-list items that do not limit the use or occupancy of any portion of the Property for its intended purposes, (b) if required by Legal Requirements, a final certificate of occupancy (or similar document or certificate) has been obtained, evidencing that full use of the Property for its intended purposes has been authorized by all applicable Governmental Authorities, (c) subject to any contest rights contained herein, the Property is free of all mechanics', materialmen's, and other similar liens (or such liens have otherwise been bonded over to Lender's satisfaction), (d) the eradication of any and all outstanding municipality requirements affecting the Property, whether initiated by the Borrower, any Guarantor, any contractor, or any affiliate of (or predecessor-in-interest to) Borrower, Guarantor or any applicable contractor, and (e) Lender has received copies of all warranties from suppliers covering materials, equipment and appliances included within the applicable component of the work. The terms "Completed" "Completing" and "Completion" (and lower-case versions thereof) shall have the same meaning when used in the Loan Documents.

"**Completion Date**" - means 1/1/2027, the date by which construction of the work constituting the Project must be Complete.

"**Construction Advance**" means each Advance made by Lender, which Advance is made for the purpose of funding Project Expenditures for the completion of the Project.

"**Congruent Entity**" means any entity in which all of the Borrower Principals own an interest, and which, the Borrower Principals, in the aggregate, own (either directly or indirectly) all of the beneficial, voting, membership, partnership, stock or other ownership interests therein. For the purpose of this definition, any interest owned by the spouse of a Borrower Principal or any trust for the benefit of such Borrower Principal (or spouse), shall be deemed to be owned by such Borrower Principal.

"**Construction Documents**" means each Design Professional Agreement, the General Contractor Agreement, and each Trade Contract, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Debt**" means the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note or any other Loan Document.

"**Default**" means the occurrence of any event or condition hereunder or under any other Loan Document that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

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"**Deposit Account Control Agreement**" means a deposit account control agreement, in form and content acceptable to Lender, among Borrower, Lender and a deposit bank approved by Lender, in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Design Professional**" means any architect, engineer, or other design professional engaged by (or on behalf of) Borrower with respect to the design or engineering of the Property.

"**Design Professional Agreement**" means any agreement between Borrower and any Design Professional, each as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Design Professional Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by any applicable Design Professional with respect to the related Design Professional Agreement.

"**Embargoed Person**" means any Person subject to trade restrictions under any Federal Trade Embargo.

"**Equity Owner**" means, individually and collectively, as the context may require, (i) the Person or Persons owning, directly or indirectly, through any contract, agreement, arrangement, understanding, relationship or otherwise, any class of voting securities (or other ownership interests) of Borrower, and (ii) the Person or Persons possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Borrower, whether through ownership of stock, by contract, or otherwise.

"**Equity Owner Pledge**" means a Membership Interest Pledge in form and content acceptable to Lender executed by Equity Owner in favor of Lender, which secures Borrower's Obligations, and any and all amendments or supplements thereto or replacements thereof.

"**Event of Default**" shall have the meaning ascribed to it in Section 8.1.

"**Federal Trade Embargo**" means any federal law imposing trade restrictions, including (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), (ii) the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq., as amended), (iii) any enabling legislation or executive order relating to the foregoing, (iv) Executive Order 13224, and (v) the PATRIOT Act.

"**Financial Covenants**" shall have the meaning set forth in Exhibit D.

"**Force Majeure Event**" shall mean the occurrence of any of the following events: (i) acts of declared or undeclared war by a foreign enemy; (ii) riots; (iii) casualty or condemnation; (iv) floods or hurricanes; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of materials to the extent not within the reasonable control of Borrower; (ix) strikes, lockouts or other labor trouble; (x) pandemic; (xi) governmentally mandated closures or work stoppages; (xii) changes in Legal Requirements; and (xiii) any other event or circumstance not within the reasonable control of Borrower, but "Force Majeure Event" shall not include delays, stoppage or any other interference with the construction of any improvements caused by insolvency, bankruptcy or any lack of funds of Borrower, and provided

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further, that in no event will any one or more Force Majeure Events extend the Completion Date by more than a total of ninety (90) days.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

"**General Contractor**" means a general contractor with a valid contractor's license in the state where the Property is located and that has been approved by Lender, which approval shall not be unreasonably withheld.

"**General Contractor Agreement**" means a guaranteed maximum price construction contract between Borrower and General Contractor for the completion of the Project in accordance with the Plans and Specifications, and consistent with the Loan Budget, in form and content reasonably acceptable to Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**General Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by a General Contractor with respect to a General Contractor Agreement.

"**Governmental Authority**" means any and all governments, public or quasi-public authorities, courts or any and all agencies, authorities, bodies, bureaus, departments, or instrumentalities of any government.

"**Guarantor**" means individually and collectively, as the context may require, and jointly and severally, Samuel Weiss, Mark Rosenwasser, , and any additional Persons (other than Equity Owner) who may sign any guaranty or indemnity in favor of Lender in connection with the Loan.

"**Guaranty**" means, individually and collectively, as the context may require, that certain Repayment Guaranty of even date herewith by Guarantor in favor of Lender, that Completion Guaranty of even date herewith by Guarantor in favor of Lender, that certain Carveout Guaranty of even date herewith by Guarantor in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Hard Costs**" means, collectively, all costs and expenses set forth in the Loan Budget, which are denominated therein as "**hard costs**".

"**Hazardous Materials**" means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, reproductive toxicity, infectiousness or other harmful properties or effects, including all chemicals, substances, materials and wastes that are now or hereafter may be regulated in any manner, classified as dangerous, hazardous or toxic, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local government or public agency, board, body or authority or by any Hazardous Material Law. "Hazardous Materials" include flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos, hazardous waste, radon, toxic substances or other related materials whether

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in the form of a chemical, element, compound, solution, mixture or otherwise, including those materials defined as "hazardous substances", "hazardous materials", "toxic substances", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste" or "restricted hazardous waste" by any Hazardous Materials Law.

"**Hazardous Materials Law**" means any federal, state, or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental or public agency, board, body or authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force, including those relating to the release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property. "Hazardous Materials Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Carpenter Presley Tannel Hazardous Substance Account Act, and similar laws of any state in which the Property is located, as the same are now or hereafter amended.

"**Indebtedness**" of a Person means such Person's (i) obligations for borrowed money; (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade); (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person; (iv) obligations which are evidenced by notes, acceptances, or other instruments; (v) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; (vi) capitalized lease obligations; (vii) the Loan; (viii) letters of credit; (ix) off-balance sheet liabilities; (x) sale and leaseback transactions; and (xi) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

"**Indemnity**" means that certain Hazardous Substances Indemnity Agreement of even date herewith by Borrower and Guarantor (if applicable) in favor of Lender, and any and all amendments thereto.

"**Initial Advance**" means the first Advance made by Lender on or around the Closing Date.

"**Legal Requirements**" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting any Borrower Party or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting any Borrower Party or the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

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"**Lien**" means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Property, the Collateral or any portion thereof or interest therein, or any Borrower Party or any interest therein, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**Loan**" has the meaning provided in Recital A.

"**Loan Budget**" - means the budget attached hereto as Exhibit C, as the same may be amended, modified, supplemented or replaced from time to time, which budget sets forth the costs and expenses to be incurred in connection with the Completion by Borrower of the Project and is subject to the approval of Lender.

"**Loan Documents**" means each and all of: (a) this Agreement, (b) the Note, (c) the Indemnity, (d) each Guaranty, (e) the Equity Owner Pledge (if any), (f) the Deposit Account Control Agreement (if any), (g) Uniform Commercial Code financing statements relating to Borrower's interest in the Property and, to the extent Lender requires the execution of the Equity Owner's Pledge, the Equity Owner's interest in Borrower, (h) the Security Instrument, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, whether now or hereafter entered into, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Material Adverse Effect**" means a material adverse effect upon (i) the business, reputation, financial condition, results of operations or properties of Borrower or any other Borrower Party, (ii) the ability of any Borrower Party to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights and remedies of Lender under the Loan Documents.

"**Maturity Date**" means 1/1/2027

"**Note**" means that certain Promissory Note of even date herewith, in the maximum principal amount of up to $6,417,600.00, executed by Borrower and payable to the order of Lender in evidence of the Loan, and any amendments or supplements thereto or any renewals or replacements thereof.

"**Obligations**" means, collectively, Borrower's obligations for the payment of the Debt and the performance of all obligations of Borrower contained in the Loan Documents.

"**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any applicable governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, including trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001), as amended from time to time.

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"**Permitted Encumbrances**" means any exceptions listed on the Title Policy and approved by Lender, but shall not include any monetary liens or encumbrances other than Taxes.

"**Person**" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.

"**Plans and Specifications**" means the plans and specifications for the Completion of the Project (including a description of the materials, equipment and fixtures necessary for the Completion of the Project), prepared or to be prepared by (or on behalf of) Borrower after the Closing Date, including any other architectural, structural, foundation and elevator plans and specifications prepared by a Design Professional and any other mechanical, electrical, plumbing and fire protection plans and specifications prepared by any Person retained or to be retained by Borrower, the applicable Design Professional or the General Contractor, approved in writing by Lender (to the extent such approval is required by the terms of this Agreement), in each case, as the same may be amended by Change Orders applicable thereto that are permitted under this Agreement.

"**Project**" means the Completion of all capital improvements, which capital improvements are described in the Loan Budget, all completed in accordance with the Plans and Specifications that have been submitted to and approved by Lender, the Loan Budget, and all applicable Legal Requirements.

"**Project Documents**" means collectively, all Construction Documents, the Plans and Specifications, the Loan Budget, the Project Permits and the Project Schedule for the Project, as any of the foregoing may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"**Project Expenditure**" means costs and expenses incurred in connection with the Completion by Borrower of the Project in accordance with the Loan Budget, including interest and carrying costs.

"**Project Permits**" means collectively, all authorizations, consents and approvals, licenses and permits given or issued by Governmental Authorities, which are required for the Completion of the Project in accordance with all Legal Requirements and the Plans and Specifications for the Project, and for the performance and observance of all obligations and agreements of Borrower contained herein or in the other Loan Documents relating to the Completion of the Project, as the same may be amended, replaced, supplemented, assigned or otherwise modified from time to time in accordance with the terms of this Agreement and applicable Legal Requirements.

"**Project Schedule**" means the schedule for the projected progress of the Completion of the Project, setting forth a construction progress schedule reflecting, among other things, the anticipated dates of completion, which shall include, without limitation, a trade-by-trade breakdown of the estimated periods of commencement and completion of the specific work to be completed in connection with the Completion of the Project substantially in accordance with the Plans and Specifications and Legal Requirements, as the same may be amended, restated, replaced, supplemented, updated or otherwise modified from time to time in accordance with the terms of this Agreement or otherwise with the approval of Lender, which approval shall not be unreasonably withheld.

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"**Property**" means that certain real property located at 215 Kings Lane, Fort Pierce, FL 34950, 115 Kings Lane, Fort Pierce, FL 34950; 135 Kings Lane, Fort Pierce, FL 34950; 145 Kings Lane, Fort Pierce, FL 34950; 155 Kings Lane, Fort Pierce, FL 34950; 165 Kings Lane, Fort Pierce, FL 34950; 175 Kings Lane, Fort Pierce, FL 34950; 185 Kings Lane, Fort Pierce, FL 34950; 195 Kings Lane, Fort Pierce, FL 34950; 205 Kings Lane, Fort Pierce, FL 34950; 125 Kings Lane, Fort Pierce, FL 34950; and 225 Kings Lane, Fort Pierce, FL 34950 as more particularly described in Exhibit B attached hereto, together with the improvements and all appurtenances now or hereafter located on such real property (including any Units described on Exhibit E attached hereto).

"**Recourse Guaranty**" means, for any Person, any guaranty or indemnity agreement of Indebtedness by such Person that is not a Carveout Guaranty.

"**Reserve Account**" means, any reserve or escrow account established under the Loan Documents from time to time, which reserve or escrow account may be established, at Lender's discretion, by reserving a portion of the outstanding principal balance of the Loan for such account.

"**Retainage**" means an amount equal to the greater of (a) ten percent (10%) of the total amount payable under the applicable General Contractor Agreement and any Trade Contract, as applicable, for the Project and (b) the actual retainage amount specified in such General Contractor Agreement and any Trade Contract, as applicable, for the Project.

"**Security Instrument**" means a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in either case executed by Borrower for the benefit of Lender encumbering a Property.

"**Site Assessment**" means an environmental site assessment (including all drafts thereof) of the Property of such scope as may be reasonably requested by Lender (including, without limitation, the taking of soil borings and air and groundwater samples and other above and below ground testing) and otherwise in form and substance acceptable to Lender, prepared by an environmental engineer approved in advance by Lender in writing, with errors and omissions insurance coverage reasonably acceptable to Lender.

"**Soft Costs**" means, collectively, all costs and expenses set forth in the Loan Budget for the applicable Project, which are denominated therein as "soft costs".

"**Stored Materials**" means materials purchased by Borrower on or prior to the date of an Advance Request for use in the completion of the Project that is the subject of such Advance Request, but either (i) stored at the Property that is the subject of the Project or a bonded warehouse, and not yet installed or incorporated into the Project or (ii) not yet delivered to such Property nor stored in a bonded warehouse. Stored Materials shall cease to be Stored Materials only when the same are installed or incorporated into the Project.

"**Stored Materials Conditions**" means that Lender shall have: (a) reasonably determined that the applicable Stored Materials are appropriate for purchase during the then current stage of completion of the Project for which such Stored Materials have been purchased; (b) received evidence that the applicable Stored Materials have been paid for and are owned by (or upon payment of the amounts to be disbursed in connection with the applicable Advance Request shall be paid for and owned by) Borrower free of all liens or claims of the vendor or any third party (provided, however, that Borrower shall be permitted to submit a request for an Advance, in the discretion of Lender, with respect to deposits and down payments for Stored Materials to the

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extent approved by Lender in its sole discretion); (c) reasonably determined that Lender has a perfected, first-priority security interest in such Stored Materials; (d) received a certification by any applicable Design Professional that it has inspected such Stored Materials and they are in the condition required under the applicable Trade Contract(s); (e) received evidence reasonably satisfactory to Lender that all such Stored Materials are insured against casualty, loss and theft in an amount at least equal to their replacement costs, and that Lender is named as an additional insured and loss payee with respect thereto; (f) received evidence that the applicable Stored Materials are or will be securely stored (i) on site at Property upon which such Stored Materials will be utilized (and Lender shall have reasonably determined that such Stored Materials kept on such Property are not in excess of such building equipment and materials as would be kept at a property under construction in accordance with good construction practice for current installation or incorporation), or (ii) in a bonded warehouse (or other location reasonably acceptable to Lender) off-site properly inventoried and clearly stenciled or otherwise marked to indicate that they are the property of Borrower, and that the warehouse or other location has been notified that Lender has a security interest in the subject Stored Materials, and Lender shall have received from Borrower the original warehouse receipt therefor, if applicable, or received a copy of the agreement with the supplier or fabricator of such Stored Materials; and (g) without limiting the foregoing, as to any materials not yet delivered to such Property, received proof of payment reasonably satisfactory to Lender from the supplier or fabricator of such materials, the cost of which is, in whole or in part, payment for all amounts covered by any prior Advance Request.

"**Subsequent Advance**" means any Advance after the Initial Advance.

"**Taxes**" means all taxes, assessments, levies and charges imposed by any Governmental Authority having jurisdiction over the Property, which are or may affect, or become a lien upon, such Property, or the rents, royalties, profits and income of the Property, or interest therein, or imposed by any Governmental Authority upon Borrower or Lender by reason of their respective interests in the Property or by reason of any payment, or portion thereof, made to Lender hereunder or pursuant to any Obligation secured by any of the Loan Documents (including all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon), other than taxes which are measured by and imposed upon Lender's general net income.

"**Title Policy**" means an ALTA (or the relevant state equivalent in any state in which ALTA is not the commercial standard) extended Lender's title insurance policy in the amount of the Loan, with such endorsements as Lender may require, containing no exceptions to title (printed or otherwise) that are unacceptable to Lender, and insuring that Lender has a first priority Lien on the Property.

"**Trade Contract**" means any agreement, contract or purchase order between Borrower, an Affiliate of Borrower or General Contractor, on the one hand, and any Trade Contractor, on the other hand, pursuant to which such Trade Contractor agrees to provide labor, materials, equipment or services in connection with the Completion of the Project, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Trade Contractor**" means any Person that is a contractor, subcontractor, sub-subcontractor, supplier or provider of labor, materials, equipment or services in connection with the Completion of the Project.

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"**Trade Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by each Trade Contractor for the Project with respect to its related Trade Contract.

"**Transfer**" means to voluntarily or involuntarily upon death, dissolution or by any other operation of law, sell, assign, convey, transfer, pledge, encumber or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge, encumbrance or other disposition.

"**Uniform Commercial Code**" means (a) with respect to the Property, the Uniform Commercial Code as in effect in the state where such Collateral is located, and (b) with respect to the ownership interests in Borrower, the Uniform Commercial Code as in effect in the State of California (except for matters which the Uniform Commercial Code of the State of California provides shall be governed by the Uniform Commercial Code in effect in any other state, in which case "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect from time to time in such other state), in each case as amended from time to time.

"**Unit**" shall have the meaning ascribed to it in Exhibit E attached hereto.

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Exhibit B

Legal Description

The Land referred to herein below is situated in the County of St. Lucie, State of Florida and is described as follows:

All that certain land described in the Plat of Villas at Kings Landing, recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Parcel IDs: 2410-513-0010-000-3, 2410-513-0011-000-0, 2410-513-0009-000-3, 2410-513-0008-000-6, 2410-513-0007-000-9, 2410- 513-0006-000-2, 2410-513-0012-000-7, 2410-513-0001-000-7, 2410-513-0005-000-5, 2410-513-0004-000-8, 2410-513-0003-000-1, 2410-513-0002-000-4

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Exhibit C

Loan Budget

Category	Cost Code	Notes	Total Budget	Cost Spent	Go-Forward Loan 1
Grading	Grading		$45,000.00	$0.00	$45,000.00
4200 Plumbing	3600 Plumbing - Draw 1 - Rough	Mechanical One	$34,272.00	$0.00	$34,272.00
2150 Dumpster Service	1492 Dumpster	estimated 20yd for 8 mos (est 7 pulls, at est 5 ton	$20,970.00	$0.00	$20,970.00
2160 Temporary Toilets	1491 Port-o-let	est 8 mo with weekly clean (through WastePro)	$3,240.00	$0.00	$3,240.00
2250 Masonry	4100 Block Walls		$270,276.00	$0.00	$270,276.00
2200 Foundation- Concrete	2100 Slab		$139,237.00	$0.00	$139,237.00
TOTAL SLAB			$612,986.00	$0.00	$612,986.00
4150 HVAC	3800 Mechanical - Draw 1 - Rough	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	3700 Electrical - Draw 1 - Rough	Mechanical One	$44,964.00	$0.00	$44,964.00
2400 Termite Protection	2410 Termite Shield	Boracare STARK/Arrow per sqft per Tara	$1,194.15	$0.00	$1,194.15
			$0.00	$0.00	$0.00
0000 Sprinkler & Fire Alarm System		do not need	$0.00	$0.00	$0.00
3200 Truss System	3140 Trusses / Floor Joists	CCA Todd	$57,450.00	$0.00	$57,450.00
3300 Framing Labor	3100 Framing	United Contractors	$343,646.00	$0.00	$343,646.00
TOTAL INTERIOR FRAMING			$481,174.15	$0.00	$481,174.15
			$0.00	$0.00	$0.00
3350 Window & Door Supplier	4500 Windows & Entry Door	JBR	$218,964.00	$0.00	$218,964.00
3500 Roofing Turnkey	4010 Roofing	Sunshine Roofing	$205,708.00	$0.00	$205,708.00
3530 Soffit	3530 Soffit / Fascia	Gutter Guy of Treasure Coast 12/12 labor and install pt outriggers (2x4), 1X6 T&G & 1x3 pt fascia	$42,750.00	$0.00	$42,750.00
5260 Stucco	4210 Stucco Package	Shell Systems Stucco 8/9/24 - (building C still needed for EST-$ entered is rough)	$98,799.90	$0.00	$98,799.90
3600 Garage Door	4570 Garage Doors	rick d&d-luxury line,	$25,488.00	$0.00	$25,488.00
TOTAL WINDOWS/ DOORS/ ROOF			$681,708.90	$0.00	$681,708.90
5100 Flooring	Flooring, tile, decking, backsplash	Barry Neal	$241,043.20	$0.00	$241,043.20
4150 HVAC	5800 Mechanical - Draw 2 - Trim	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	5850 - Electrical Fixtures	Mechanical One	$28,751.70	$0.00	$28,751.70
4200 Plumbing	3650 Plumbing - Draw 2 - Tubset	Mechanical One	$25,704.00	$0.00	$25,704.00
4450 Insulation	4700 Insulation	Daniel Insulation	$75,537.00	$0.00	$75,537.00
4300 Electrical	5700 Electrical - Draw 2 - Trim	Mechanical One	$29,736.00	$0.00	$29,736.00
6100 Interior Trim & Doors Supplier	6102 Interior Trim Material	ABS	$129,994.19	$0.00	$129,994.19
6200 Interior Trim Labor	4860 Trim Labor	INCLUDED ABOVE	$0.00	$0.00	$0.00
	Inspections	WEINTRAUB	$6,450.00	$0.00	$6,450.00
6300 Painting	4900 Paint Interior / Exterior	L and Jim Painting - per sqft. If upgrade to satin or eggshell finish, add .40/sf	$57,915.74	$0.00	$57,915.74
TOTAL DRYWALL			$828,061.83	$0.00	$828,061.83
Decking	Trex Decking	BFS	$53,172.60	$0.00	$53,172.60
5300 Flat Concrete	6200 Driveway / Sidewalk	Alliance Pavers	$23,624.16	$0.00	$23,624.16
5450 Landscaping	6100 Sod / Plants / Grading	Down2Earth (not including sod-sq ft not on plans)	$83,744.61	$0.00	$83,744.61
5450 Landscaping	6110 Irrigation	Down2Earth	$13,505.25	$0.00	$13,505.25
			$0.00	$0.00	$0.00
4200 Plumbing	5600 Plumbing - Draw 3 - Final	Mechanical One	$79,044.00	$0.00	$79,044.00
4500 Drywall Turnkey	5010 Drywall	Vatos Drywall	$89,166.00	$0.00	$89,166.00
6360 Cabinets Turnkey	5400 Cabinets	Kitchen Art of South Florida	$123,712.00	$0.00	$123,712.00
6430 Countertop	5420 Countertops	Kissa with Kroner USA	$82,031.62	$0.00	$82,031.62
6300 Painting	5920 Paint Final	L&Jim	$17,288.00	$0.00	$17,288.00
6300 Painting	5921 Paint Touch Up	L&Jim	$17,288.00	$0.00	$17,288.00
6650 Specialties	5250 Shelves / Mirrors / Hardware	Everlasting Image	$73,658.99	$0.00	$73,658.99
6650 Specialties	5260 Blinds	Blinds By Jason	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
6800 Appliances Supplier	5500 Appliances	Aggressive appliances	$123,382.37	$0.00	$123,382.37
	Gas	Mechanical 1	$19,369.98	$0.00	$19,369.98
6900 Cleaning	6010 Cleans	Road Brothers	$4,918.44	$0.00	$4,918.44
6900 Cleaning	6013 Power Washing	per request (one generally scheduled after trades)	$480.00	$0.00	$480.00
			$0.00	$0.00	$0.00
	Elevators	Southeast Elevators	$201,540.00	$0.00	$201,540.00
	PAVERS-pre con for street pavers	(Alliance Pavers quote for main street pavers)	$156,075.00	$0.00	$156,075.00
	Balcony and Railings	TNT EST	$193,520.00	$0.00	$193,520.00
	Perimeter Walls		$73,680.00	$0.00	$73,680.00

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TOTAL FINAL			**$1,429,201.02**	**$0.00**	**$1,429,201.02**
				$0.00	$0.00
Total Brick & Mortar			**$3,844,131.90**	**$0.00**	**$3,844,131.90**
Permit & Impact Fees		Approx $20,000/Unit	$120,000.00	$ 1,832.90	$118,167.10
HOA Deficit Funding		Approx $2,000/Unit	$12,000.00	0	$12,000.00
Total Vertical Cost			**$3,776,131.90**	**$ 1,832.90**	**$3,774,298.00**
Plans & Design			$3,975.00	$3,975.00	$0.00
Insurance Costs			$60,000.00	$0.00	$60,000.00
Soft Costs			$997.50	$997.50	$0.00
Site Work Permit Renewal			$5,574.32	$5,574.32	$0.00
Total Horizontal Site Work			$790,308.00	$421,297.92	$369,010.08
Site Work Bond			$17,982.09	$17,982.09	$0.00
Vertical Bond	Est. 2% of Total Brick & Mortar		$122,865.00	0	$122,865.00
Total Project Cost (Less contingency & GC Fee)			**$4,777,833.81**	**$451,668.73**	**$4,326,174.08**
GC Fee			**$734,486.63**	**$ 85,051.85**	**$ 688,443.98**
Contigency			**$319,860.79**	**$0.00**	**$319,860.79**
TOTAL TOTAL			**$5,831,980.23**	**$516,711.38**	**$5,315,268.85**

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Exhibit D

Financial Covenants

"**Financial Covenants**" means Borrower and Guarantor shall, at all times, comply with the following: Liquidity shall not be less than $1,500,000.00, which financial covenant shall be calculated on a quarterly basis within 30 days of each fiscal quarter end.

"**Liquidity**" means (a) unencumbered cash and cash equivalents of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, and (b) marketable securities of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, each valued in accordance with a cash basis accounting method, GAAP (or other principles acceptable to Lender), as determined by Lender in its sole discretion.

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Exhibit E
Multiple Unit Provisions

1. Units. The Property consists of ten (10) lots (each, a "**Unit**"). The total Loan amount shall be allocated across the Units.

2. Partial Release. At any time prior to the Maturity Date, Lender shall, at Borrower's request, issue a partial reconveyance (a "**Partial Release**") from the lien of the Security Instrument of one or more of the Units (a "**Released Property**") that Borrower has proposed to sell or refinance, with Lender's approval; provided, however, that prior to or simultaneously with each such Partial Release all of the following conditions shall be satisfied:

   a. No Default and no Event of Default exists;

   b. Borrower provides Lender at least thirty (30) days' prior to the anticipated closing date of a Released Property Sale or Released Property Financing, a written request for such release together with any documents related thereto (including the sales agreement, or evidence satisfactory to Lender of Borrower entering into a new financing agreement with an unaffiliated, bona fide third party, as applicable);

   c. Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such Partial Release and the cost of any title insurance endorsements required by Lender;

   d. Lender shall have received evidence satisfactory to Lender that (i) the Released Property to be reconveyed and the portion of the Property which shall remain encumbered by the Security Instrument are each legal parcels lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (ii) that the portion of the Property which shall remain encumbered by the Security Instrument have the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof;

   e. For (A) each Unit (excluding 125 Kings Lane, Fort Pierce, FL 34950 (Lot 9) and 115 Kings Lane, Fort Pierce, FL 34950 (Lot 10)) to be reconveyed, Lender shall have received funds in an amount for each Released Property equal to 115% of par value of the Released Property, as shown below, (B) Lot 9 to be reconveyed, Lender shall have received funds in an amount equal to $1,200,000.00 and (C) Lot 10 to be reconveyed, Borrower must sell Lot 10 to an unaffiliated, bona fide third party, for the avoidance of doubt, that certain Seller Purchase and Sale Agreement dated January 17th 2025 between Borrower and Deborah Phillips Downs is considered a sale to a bona fide third party and will fulfill the release condition for a sale of Lot 10. (the "**Release Price**"):

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Address	Sq Feet	ARV	Allocation %	Allocation $	115%
165 Kings Lane - Lot 5 / Building B - Unit 1	2,186	1,595,780	18.06%	1,158,744.63	1,332,556.32
155 Kings Lane - Lot 6 / Building B - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
145 Kings Lane - Lot 7 / Building C - Unit 1	2,146	1,566,580	17.73%	1,137,541.62	1,308,172.86
135 Kings Lane - Lot 8 / Building C - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
125 Kings Lane - Lot 9 / Building D - Unit 1	2,243	1,200,000	13.58%	871,356.67	1,200,000.00
215 Kings Lane - Lot 1 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
205 Kings Lane - Lot 2 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
195 Kings Lane - Lot 3 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
185 Kings Lane - Lot 4 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
115 Kings Lane - Lot 10 / Building D - Unit 2	2,087	-			-
Totals	12,882	8,838,080	100.00%	6,417,600	7,578,180
	Total Invested Equity				
	Total Loan Amount	6,417,600			

Note:
Lot 9 and 10 are excluded from release pricing. Lot 9 release price will be $1.2MM and Lot 10 will be released upon sale without a paydown amount.

(For avoidance of doubt, no Unit may be sold by Borrower unless it is released (and, without limitation, the required payment is made) pursuant to this Exhibit E prior to or concurrently with such sale.)

f. The Partial Release is made either solely in connection with the sale of the Released Property to an unaffiliated, bona fide third party (the "**Released Property Sale**"), or solely in connection with the financing of a new loan for the Released Property, either between Borrower and Lender, or between Borrower and an unaffiliated, bona fide third party ("**Released Property Refinancing**");

g. If requested by Lender, the Borrower shall have entered into a modification of the Security Instrument to attach the correct legal description for the remaining Units in form and substance satisfactory to Lender;

h. The title insurance company insuring the priority of the Security Instrument shall have issued, at Borrower's expense, an endorsement or endorsements to the Lender's title insurance policy obtained in connection with the Loan, insuring the continued priority of the Security Instrument after the Partial Release in addition to such other endorsements as Lender may reasonably request, in each case in form and substance satisfactory to Lender;

i. Borrower shall have provided to Lender any and all documents required for the Partial Release as Lender in its sole discretion shall request, and Lender shall have executed each of the same; and

j. Borrower shall have paid all of Lender's costs and expenses associated with the Partial Release, including attorneys' fees.

3. Application of Release Price. The Release Price received by Lender for each Released Property shall be applied to reduce amounts owing with respect to the Loan in a manner determined by Lender in its sole and absolute discretion until such time that the outstanding balance of the Loan, including without limitation all principal and interest, together with any and all other costs, fees, and expenses have been repaid in full.

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Neither the acceptance of any payment nor the issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of *the* Security Instrument on the remainder of the Property and Improvements which is not reconveyed. Any amounts of the Loan repaid may not be reborrowed.

COPY VIEW

FPRA Regular Meeting - 5:05 PM **8. E.**

Meeting Date: September 9, 2025

Re: Resolution 25-014

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

FPRA Resolution 25-14 Entering an Interlocal Funding Agreement between the FPRA and the City of Fort Pierce for the Indian River Drive Corridor Improvements Project in an amount not to exceed $3,000,000.

FPRA REDEVELOPMENT GOAL/POLICY:

Goal 15 - The Fort Pierce Redevelopment Agency shall connect the Redevelopment Area's cultural and artistic Hubs (Downtown, Marina, Fisherman's' Wharf, Beachside District, Lincoln Park and Peacock Arts Districts) to the Waterfront's artistic and cultural amenities.

Policy 15.1 - The Fort Pierce Redevelopment Agency will coordinate with the City's Public Works Department to prioritize and implement multi-purpose paths, bike-lanes, sidewalk and other connections and improvements to provide safe, lighted, pedestrian and non-automobile connections to and from the Downtown Historic Districts, the Lincoln Park and Peacock Arts Districts, the Waterfront and Fisherman's Wharf Districts, and the Beachside District of the FPRA.

Goal 16 - The Fort Pierce Redevelopment Agency shall evaluate and prioritize streetscaping and pedestrian safety improvement opportunities throughout the Community Redevelopment Area.

Policy 16.1 - The Fort Pierce Redevelopment Agency shall coordinate with the City's Public Works Department to prioritize pedestrian-related improvements located within the Redevelopment Area such as streetscape projects, trail connections, and sidewalk installations/expansions within the Community Redevelopment Plan and Annual Work Plan and Budget.

Goal 17 - The Fort Pierce Redevelopment Agency shall give priority to infrastructure improvements and amenity installation that will facilitate new development and redevelopment projects within the Community Redevelopment Area.

RECOMMENDATION:

Approve Resolution 25-014.

ALTERNATIVES:

Deny or amend Resolution 2025-014.

RESPONSIBLE STAFF:

Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:
Engineering
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	104-9400-554-000-000
Amount:	$3,000,000
FISCAL IMPACT:	

Attachments

FPRA Resolution 25-014
Interlocal Funding Agreement
RLS Memo

FPRA RESOLUTION NO. 25-014

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **ENTERING AN INTERLOCAL FUNDING AGREEMENT BETWEEN THE FPRA AND THE CITY OF FORT PIERCE FOR THE INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS PROJECT**; PROVIDING FINDINGS; PROVIDING AUTHORIZATION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida legislature enacted the Community Redevelopment Act of 1969 (Chapter 163, Part III, Florida Statutes), in order to provide certain redevelopment powers to eligible municipalities; and

WHEREAS, the Fort Pierce Redevelopment Agency (the "FPRA") was established by Ordinance H-239 in 1982 to rehabilitate, conserve, and redevelop slums and blighted areas of the City; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes public agencies to enter into interlocal agreements to jointly exercise powers and responsibilities they share in common; and

WHEREAS, Sections 163.370 and 163.387, Florida Statutes, authorize the FPRA to expend redevelopment trust funds for infrastructure improvements within the redevelopment area in accordance with the adopted redevelopment plan; and

WHEREAS, on August 17, 2020, the Fort Pierce Redevelopment Plan (the "Plan") was adopted by the City of Fort Pierce by Ordinance 20-019; and

WHEREAS, the Plan identifies public infrastructure and streetscape improvements as key objectives to eliminate blight, improve connectivity, enhance the pedestrian environment, and stimulate economic activity, particularly along key gateway corridors; and

WHEREAS, the City of Fort Pierce ("City") is undertaking the Indian River Drive Corridor Improvements project (the "Project"), encompassing roadway, streetscape, and associated public infrastructure improvements between Seaway Drive and Marina Way, which are consistent with and advance the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City issued the construction bid for the Project on February 19, 2025 and awarded the contract on July 21, 2025 to Ferreira Construction Company; and

WHEREAS, the Project will be funded through a combination of the Florida Job Growth Infrastructure Grant, infrastructure surtax funds, road impact fees, and an FPRA contribution not to exceed $3,000,000; and

WHEREAS, the FPRA finds that entering into an Interlocal Funding Agreement with the City for the Project serves a valid public purpose, is consistent with the Redevelopment Plan, and is in the best interest of the redevelopment area.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated as the findings of the FPRA Board.

SECTION 2. The FPRA hereby approves the Interlocal Funding Agreement between the FPRA and the City of Fort Pierce for the Indian River Drive Corridor Improvements project, attached hereto as Exhibit “A,” and authorizes the Chair to execute the Agreement on behalf of the FPRA.

SECTION 3. The Executive Director and Agency Attorney are hereby authorized to take all actions and execute all documents necessary to carry out the purposes of this Resolution.

SECTION 4. All resolutions or parts of a resolution in conflict herewith are hereby repealed.

SECTION 5. The provisions of this Resolution are declared to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 6. This Resolution shall take effect upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 9th day of September, 2025.

_____
Linda Hudson, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
Linda Cox, Agency Secretary

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, Agency Attorney

INTERLOCAL FUNDING AGREEMENT

FOR THE INDIAN RIVER DRIVE CORRIDOR PROJECT

BETWEEN THE CITY OF FORT PIERCE, FLORIDA

AND THE FORT PIERCE REDEVELOPMENT AGENCY

This Interlocal Funding Agreement (the "Agreement") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (the "City "), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA").

WITNESSETH

WHEREAS, the City and the FPRA are authorized under Section 163.01, Florida Statutes, to enter into interlocal agreements to jointly exercise shared powers; and

WHEREAS, pursuant to Sections 163.370 and 163.387, Florida Statutes, the FPRA may expend redevelopment trust funds for infrastructure improvements supporting the agency's goals; and

WHEREAS, the FPRA was established by the City of Fort Pierce to revitalize both the physical and economic environment of the redevelopment area, counteract blight, encourage public and private investment, sustain an authentic and pedestrian-friendly historic character, and capitalize on the waterfront location and community character of Fort Pierce; and

WHEREAS, the City and the FPRA seek to improve infrastructure along Indian River Drive, a key corridor within the City and the FPRA, by promoting connectivity, public safety, economic vitality, and enhanced aesthetic appeal; and

WHEREAS, the City issued a construction bid for improvements to Indian River Drive (Bid No. 2025-019) on February 19, 2025 and awarded the contract to Ferriera Construction Co. Inc. on July 21, 2025; and

WHEREAS, funding for the improvements to Indian River Drive (the "project") is drawn from multiple sources, including the Florida Job Growth Infrastructure Grant, infrastructure surtax funds, road impact fees, and FPRA funds not to exceed $3,000,000; and

WHEREAS, the FPRA has budgeted a contribution of $3,000,000 to the project; and

WHEREAS, the City will execute contracts and lead project delivery, while the FPRA will provide funding in support of redevelopment goals along Indian River Drive.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties agree as follows:

1. **Incorporation of Recitals.** The above set forth recitals are hereby incorporated into the terms of this Agreement.
2. **Scope of Project.** The scope of the project includes improvements to streetscape, roadway, and associated public infrastructure along Indian River Drive (Seaway Drive to Marina Way) that will be detailed in the project plans.
3. **Lead Agency.** The City shall manage all aspects of the project including procurement, contracting, construction administration, inspections, and final acceptance.
4. **FPRA Contribution.** The FPRA shall contribute an amount not to exceed $3,000,000 toward eligible costs including design, permitting, construction, and contingency expenses aligned with the FPRA's goals.
5. **Payment.** The City shall provide invoices to the FPRA when costs are incurred for the project, identifying the requested contribution from the FPRA. The FPRA will provide payment to the City upon review that the invoice meets the FPRA's funding abilities.
6. **Reporting.** The City shall provide the FPRA with a final close-out report within sixty (60) days of project completion, documenting all expenditures and certifying that FPRA funds were expended solely for eligible purposes consistent with the Redevelopment Plan.
7. **No Changes.** Any requests to increase the FPRA's contribution or materially alter the scope of the project will require prior approval by the FPRA Board and be memorialized in a written amendment to this Agreement.
8. **Term.** The term of this Agreement begins when on the date the Agreement is recorded with the Clerk of Court for St. Lucie County and ends upon the project completion date as denoted on the Notice to Proceed to the contractor, unless extended in writing.

9. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing.
10. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the venue of any proceeding shall be in St. Lucie County, Florida.
12. **Records & Audit.** The City shall retain all financial and project records in compliance with Chapter 119, Florida Statutes.
13. **Filing**. In accordance with Section 163.01(11), the City will file this Agreement with the Clerk of Court for St. Lucie County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

_____
Linda Cox, City Clerk

_____
Linda Hudson, Chair

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, Agency Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW DRAFT INTERLOCAL FUNDING AGREEMENT AS TO FORM AND CORRECTNESS

CAO RLS FILE: 25-281

DATE: AUGUST 27, 2025

I have reviewed the request for legal services (RLS) related to the Interlocal Funding Agreement between the FPRA and the City for the Indian River Drive corridor project as well as the Resolution entering into this Agreement for the FPRA. Attached to the RLS are redlined drafts and clean copies of the Agreement and Resolution. A Resolution was also prepared for the City Commission and is attached. The clean copies of the Agreement and Resolutions are approved as to form and correctness.

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

Thank you.

FPRA Regular Meeting - 5:05 PM **8. F.**

Meeting Date: September 9, 2025

Re: FPRA Resolution 25-015 appointing a member to the Community Redevelopmen Agency Advisory Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

FPRA Resolution 25-15 appointing a member to the Community Redevelopment Agency Advisory Committee.

SUMMARY:

Brandon Nobile resigned, thus leaving an at-large vacancy.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

n/a

RECOMMENDATION:

Select a candidate.

ALTERNATIVES:

Seek additional applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Resolution
Adams
Arceneaux
Beach
Fingerhut
Hayek
Lewis
Marti
Sampson
Ballot

FPRA RESOLUTION NO. 25-15

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
	At-Large	9/9/2027

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 9th day of September 2025.

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
LINDA COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, Agency Attorney

Print

Application For Appointment/Reappointment - Submission #24169

Date Submitted: 7/24/2025

Name of Board or Boards for which you are applying:*

Community Redevelopment Agency Advisory Board

Name:*

Anthony A Adams

Home Address:*

1312 Atlantic Avenue

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

Since March 2025

Telephone Number*

5408461736

If less than two years, provide prior address:

6432 Las Palmas Way, Port St. Lucie, FL (UNINCORPORATED SAINT LUCIE COUNTY)

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

Environmental Consultant

Employer:*

Haley Ward, Inc.

Do you own a business that operates within the City of Fort Pierce?*

☑ Yes

☐ No

If yes, list the address and nature of said business:

Plant Man Custom Landscapes, LLC

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

☐ Yes

Yes

☑ No

If yes, in which organization and in what capacity?

N/A

Are you employed by a business that is located within the City of Fort Pierce?*

☑ Yes

☑ No

If yes, state the business and location:

N/A

Do you have special training or knowledge in the area of:

Engineering:*

☑ Yes

☐ No

Architecture:*

☐ Yes

☑ No

Real Estate Brokering:*

☐ Yes

☑ No

Finanace/Accounting:

☐ Yes

☑ No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I bring a professional background that is focused on responsible development - with an understanding of the balance required between the needs of a municipality, citizens, and nature.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ]

Yes

☑

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑

Yes

☐

No

Referred by:*

FB Post

Applicant Email Address:*

anthony.adams.08@gmail.com

Date:*

07/24/2025

Applicant's Signature:*

Anthony A Adams

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Anthony Adams 2024 Resume.pdf

Print

Application For Appointment/Reappointment - Submission #24218

Date Submitted: 8/20/2025

Name of Board or Boards for which you are applying:*

Community redevelopment Agency

Name:*

Quincy Arceneaux

Home Address:*

309 N 17th Street

City:*

FORT PIERCE

State:*

FL

Zip:*

34950

How long at this address?*

4 years

Telephone Number*

7729712101

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Commerical Realtor

Employer:*

Coldwell Banker Commerical PAradise

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

Commercial Real Estate Sales - 309 N 17th street, Fort Pierce,FL

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Y

Yes

No

If yes, in which organization and in what capacity?

Currently using FPUA

Are you employed by a business that is located within the City of Fort Pierce?*

Yes

No

If yes, state the business and location:

FL

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finanace/Accounting:

Yes

No

No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Two years full time real estate brokerage

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Community Wide Counsel

Have you ever been convicted of a felony?*

- [ ]

Yes

☑

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑

Yes

☐

No

Referred by:*

Nate Parsons

Applicant Email Address:*

quincy4cre@gmail.com

Date:*

7/31/25

Applicant's Signature:*

Quincy Arceneaux

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24198

Date Submitted: 8/12/2025

Name of Board or Boards for which you are applying:*

CRA advisory board

Name:*

Dennis Beach

Home Address:*

31 Harbour Isle Dr W 203 Harbour Isle Dr West 203

City:*

Ft pierce

State:*

FL

Zip:*

34949

How long at this address?*

7 years

Telephone Number*

7729715767

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Retired

Employer:*

Retired

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ]

Yes

☑

No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

☐

Yes

☑

No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

☑

Yes

☐

No

Architecture:*

☑

Yes

☐

No

Real Estate Brokering:*

☐

Yes

☑

Finanace/Accounting:

☑

Yes

☐

No

No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Career City Manager…

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ]

Yes

☑

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑

Yes

☐

No

Referred by:*

Tillman

Applicant Email Address:*

Dbeach3107@aol.com

Date:*

August 12 2025

Applicant's Signature:*

Dennis W Beach

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com

[redacted].

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24199

Date Submitted: 8/13/2025

Name of Board or Boards for which you are applying:*

CRA Advisory Committee

Name:*

Emily Fingerhut

Home Address:*

601 S. Indian River Dr. Apt 7

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

7+ Years

Telephone Number*

772-667-3336

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Administration

Employer:*

The Peacock House Art Foundation, Inc

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

n/a

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Y

Yes

No

If yes, in which organization and in what capacity?

n/a

Are you employed by a business that is located within the City of Fort Pierce?*

Yes

No

If yes, state the business and location:

The Peacock House Art Foundation, Inc | 710 Orange Ave Fort Pierce FL 34950

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finanace/Accounting:

Yes

No

No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

With extensive experience in project management, operations, and cultural programming, I can bring a unique perspective to redevelopment that blends economic revitalization with community identity. My work coordinating property improvements, securing competitive grants, and leading public–private partnerships has delivered tangible results for both the commercial district and cultural landmarks of Fort Pierce. Furthermore, as private citizen, my passion for connecting people to their community through active boards and organizations has allowed me to see firsthand how sustainable development can attract investment, strengthen neighborhoods, and inspire civic pride. I am committed to leveraging both my operational expertise and cultural insight to advance the City Redevelopment Agency's goals for sustainable, community-centered growth.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Note: I'm on the Arts and Culture Board, but thats not commission-appointed

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

n/a

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

City Website

Applicant Email Address:*

enfingerhut@gmail.com

Date:*

08/13/2025

Applicant's Signature:*

Emily Fingerhut

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Emily Fingerhut Resume (DD).docx.pdf

Emily Nicole Fingerhut

561 NW Argosy Ave
Port Saint Lucie, FL 34983

772-667-3336
enfingerhut@gmail.com

Education:

Florida Atlantic University — Davie, FL
Bachelor of Arts — Graduated May 2015

Professional Skills:

- Flexible and adaptable, with great critical thinking skills
- Good problem-solving skills, used to fast-paced, multitasking environments
- Excellent communication skills
- Great customer service skills, trained in empathetic feedback techniques and active listening
- Proficient with Windows OS, Microsoft Office, Google Docs, and Android smartphones

Organizations and Boards:

- Board Member of the Art and Culture Board of Fort Pierce
- Board Member of the Treasure Coast Young Democrats

Professional Development:

The Peacock House Art Foundation, Inc (Savanna Concierge, LLC) — **Fort Pierce, FL**
Administration/Marketing — **January 2017 – Current***

- Created and maintained live documentation systems (rent rolls, expense sheets, punch lists, invoices, etc.)
- Researched and filed documentation for business start ups (BTRs, sunbiz applications, permits, grants, etc.)
- Led marketing campaigns, community outreach projects, and organized small-scale events (art exhibits, grand-openings, etc.)
- Built and maintained multiple websites with Wix Website Builder (list of sites available upon request)
- Managed the flow of information from vendors, staff, and clients to the board and office admin

**Temporarily sabbatical during 2020 due to Covid-19 shutdown, came back in 2021*
Resigning due to relocation

Teleperformance (USAA Insurance Agency) — **Port St. Lucie, FL**
Licensed Insurance Agent — **April 2020 – March 2021**

- Obtained P&C Licensed to adjust/sell Auto, Renters and Valuable Personal Property insurance
- Inbound member/customer support
- Issued/adjusted insurance policies
- Assisted members with additional billing/profile needs as necessary
- Mentoring new associates, and assisting with complex situations as they occurred

Resigned when my former position reopened after Covid sabbatical in 2021

Convey Health Solutions (Cigna-Healthspring) — **Sunrise/Port St. Lucie, FL**
Medicare Part C & D Specialist — **September 2015 – October 2016**

- Customer Service, inbound calls regarding Medicare Part D & Part C, and enrollment
- Creating and maintaining customer profiles, forms, and applications
- Outreach to Medicare Subsidiaries, SSA, and other government agencies or Medicare to support beneficiaries

Emily Nicole Fingerhut

561 NW Argosy Ave
Port Saint Lucie, FL 34983

772-667-3336
enfingerhut@gmail.com

- Identifying and resolving billing issues on insurance claims (CPT codes, ICD-9, and ICD-10's), DME, prior authorization, referral information
- Trained in various medical/insurance databases (MARX, RX Claims,Nova Argus) comfortable with multiple softphone IVR systems and InfoCrossing systems, etc.

Resigned, seeking advancement opportunity

Walgreens, Co. **Plantation, FL**
Photo Department Supervisor **January 2008 – June 2014**

- Providing excellent face-to-face customer service, merchandising, maintaining cleanliness of assigned areas
- Bookkeeping, and reporting on department loss-prevention figures, processing orders and returns, balancing the drawer, and end-of-day receipt
- Proactively keeping up-to-date on all associated lab equipment/information
- Complying with monthly and weekly sales quotas for both the photo department and the greater stores goals
- Receiving and submitting vendor orders. Maintaining lab and assigned floor sections

Photo Department Manager May 2011 - June 2014 / Photo Specialist January 2008 – May 2011
Resigned to obtain BA Degree

Professional References:

Tammi Ebbin — 773-447-4495
Nations Benefits — Member Experience Advisor

Amy Wilson — 321-474-5466
St. Lucie County Public Schools — Teacher/Administration

Josh Waring — 772-259-6540
Dataprise (Wireless Watchdogs) — IT Specialist

Print

Application For Appointment/Reappointment - Submission #24188

Date Submitted: 8/8/2025

Name of Board or Boards for which you are applying:*

Community Redevelopment Agency Advisory Committee

Name:*

CHARLIE HAYEK

Home Address:*

1111 Fernandina Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

11 yeara

Telephone Number*

7728281080

If less than two years, provide prior address:

1111 Fernandina Street,

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

General Contractor

Employer:*

Hayek Construction

Do you own a business that operates within the City of Fort Pierce?*

☑ Yes

☐ No

If yes, list the address and nature of said business:

1111 Fernandina Street General Contractor

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

☐ Yes

Yes

☑

No

If yes, in which organization and in what capacity?

Fort Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

☑

Yes

☐

No

If yes, state the business and location:

Hayek Construction 1111 Fernandina Street Fort Pierce

Do you have special training or knowledge in the area of:

Engineering:*

☑

Yes

☐

No

Architecture:*

☑

Yes

☐

No

Real Estate Brokering:*

☑

Yes

☐

No

Finanace/Accounting:

☑

Yes

☐

No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

General Contractor 52 years

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Historical Preservation Board

Have you ever been convicted of a felony?*

- [ ] Yes

Yes

☑ No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑ Yes

☐ No

Referred by:*

Ed Becht

Applicant Email Address:*

cchawk77@aol.com

Date:*

8/8/2025

Applicant's Signature:*

CHARLIE HAYEK

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #23807

Date Submitted: 2/26/2025

Name of Board or Boards for which you are applying:*

Community Redevelopment (CRA)

Name:*

Lucian Lewis III

Home Address:*

217 Raspberry Road

City:*

Fort Pierce

State:*

FL

Zip:*

34981

How long at this address?*

1 year

Telephone Number*

7725771166

If less than two years, provide prior address:

475 NW Dover Court

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Real Estate Broker/ Owner

Employer:*

Treasure Coast Realty Group

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

145 N US HWY 1, Fort Pierce, FL

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

currently operating in Ft Pierce with expansion objectives

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Treasure Coast Realty Group

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [x] Yes
- [ ] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I currently own a real estate brokerage in Fort Pierce. I also successfully negotiated the purchase of the Krazz portfolio of properties downtown Fort Pierce, which was the larges sale on the history of downtown for $32 million dollars. In addition I brokered the purchase of properties for Sandy Woods on Seaway Drive, for a proposed destination stop with a construction cost of $200 million dollars. Last but not least, I was Coldwell Paradise Shooting Star of the year in 2024 for most promising Realtor. This in addition to community involvement in the Restore the Village movement by Larry Lee as a Board Member, has helped me reach out to citizens of the community and help revitalize our growing city.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Commissioner Curtis Johnson

Applicant Email Address:*

lucianlewis1000@gmail.com

Date:*

2/26/2025

Applicant's Signature:*

lucian lewis III

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #23582

Date Submitted: 2/5/2025

Name of Board or Boards for which you are applying:*

CRA

Name:*

Janet Marti

Home Address:*

322 Hernando Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

3 years

Telephone Number*

786-326-5179

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Realtor and Property Manager

Employer:*

Coldwell Banker and I own my property management company

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

I don't know

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Real Estate Agent and Property Management for commercial and residential properties. I also taught for 20 years and served on the Education Advisory Board and other Community Boards in a different City.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

I looked on the website for volunteer positions

Applicant Email Address:*

jmluxehomes@gmail.com

Date:*

02-05-2025

Applicant's Signature:*

Janet Marti

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24165

Date Submitted: 7/23/2025

Name of Board or Boards for which you are applying:*

CRA ADVISORY COMMITTEE

Name:*

Jessica Sampson

Home Address:*

1458 SW Barteall Avenue

City:*

Port Saint Lucie

State:*

FL

Zip:*

34953

How long at this address?*

15 years

Telephone Number*

772-834-7653

If less than two years, provide prior address:

Are you a citizen of the United States? *

☑ Yes

☐ No

Occupation: *

CEO of Southpaw Plumbing & Metering Services, LLC

Employer:*

Southpaw Plumbing & Metering Services, LLC

Do you own a business that operates within the City of Fort Pierce?*

☑ Yes

☐ No

If yes, list the address and nature of said business:

1237 Delaware Avenue, Plumbing

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

☑ Y

Yes

No

If yes, in which organization and in what capacity?

FPUA Weatherization Program

Are you employed by a business that is located within the City of Fort Pierce?*

Yes

No

If yes, state the business and location:

Southpaw Plumbing & Metering Services, LLC

Do you have special training or knowledge in the area of:

Engineering:*

Yes

No

Architecture:*

Yes

No

Real Estate Brokering:*

Yes

No

Finanace/Accounting:

Yes

No

No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Business owner and CEO. Previously, working for National company in Mental Health.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ]

Yes

☑

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑

Yes

☐

No

Referred by:*

Dorian Bridges

Applicant Email Address:*

jessica@southpawwater.com

Date:*

7/23/2025

Applicant's Signature:*

Jessica Sampson

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Community Redevelopment Advisory Board

September, 2025

There is 1 at-large seat

Applicants are as follows:

Anthony Adams

Quincy Arceneaux

Dennis Beach

Emily Fingerhut

Charlie Hayek

Lucian Lewis

Janet Marti

Jessica Sampson

Choice:_____

Submitted by:_____

FPRA Regular Meeting - 5:05 PM **8. G.**

Meeting Date: September 9, 2025

Re: FPRA Resolution 25-16 Authorizing or Denying a Second Amendment - 207 Orange Ave

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

FPRA Resolution 25-16 Authorizing or Denying a Second Amendment to Grant Agreement for Commercial Facade Improvement located at 207 Orange Ave

FPRA REDEVELOPMENT GOAL/POLICY:

FPRA Plan Goal 7 - The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

FPRA Plan Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Staff recommends granting the recipient's request for an extension and authorizing execution of the Second Amendment to the Grant Agreement.

ALTERNATIVES:

Deny or provide alternative direction.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 104-9400-583400
Amount: 25,000
FISCAL IMPACT:

Approved by FPRA Board 9/10/24

Attachments

FPRA Resolution 25-16

Second Amendment
2nd Extension Letter
Executed First Amend. & Resolution 5.13.25
Executed Agreement 9.10.24
Memo from CAO

FPRA RESOLUTION NO. 25-16

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING OR DENYING A SECOND AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT LOCATED AT 207 ORANGE AVENUE RELATED TO A REQUEST FOR AN EXTENSION OF TIME**; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2024, the Fort Pierce Redevelopment Agency ("FPRA") and Jetset Events, LLC ("Recipient") entered into the Grant Agreement for Commercial Façade Improvement ("Agreement") for the commercial façade located at 207 Orange Avenue, Fort Pierce, FL 34950 ("Property"); and

WHEREAS, the Agreement included Project Deadlines/Term for which the Recipient was required to receive the building permit within six months of the Effective Date and complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

WHEREAS, the Recipient requested an extension of seven months to receive the building permits which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months; and

WHEREAS, on May 13, 2024, the Parties entered into a First Amendment of the Agreement ("Agreement") for Commercial Façade Improvement located at 207 Orange Avenue, Fort Pierce, FL 34950.

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within thirteen months of the Effective Date; and

WHEREAS, the Recipient has now requested an additional six (6) month extension to obtain the required permit(s), which would further extend the Project completion deadline from twenty-five (25) months to thirty-one (31) months; and

WHEREAS, pursuant to the Agreement, the FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement; and

WHEREAS, pursuant to the Agreement, any authorization to extend the Project Deadlines must be in writing and approved by the FPRA Board.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FRPA hereby:

☐ GRANTS the Recipient's request for an extension of time and authorizes execution of the Second Amendment to the Grant Agreement for Commercial Façade Improvement, attached hereto as Exhibit 1.

☐ DENIES the Recipient's request for an extension of time due to a material breach of the Agreement based on the Recipient's failure to comply with the term(s) of the Agreement and hereby authorizes and directs the FPRA Director or the Agency's Attorney, or their designee, to terminate the Agreement.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect upon approval by the Fort Pierce Redevelopment Agency Board.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, AGENCY SECRETARY

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, AGENCY ATTORNEY

SECOND AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FACADE IMPROVEMENT

THIS SECOND AMENDMENT ("AMENDMENT") TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVENMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and JETSET EVENTS, LLC, whose mailing address is 207 Orange Avenue , Fort Pierce. FL; 34950 ("Recipient"), collectively the "Parties".

WITNESSETH:

WHEREAS, on September 10, 2024, the Parties entered into the Grant Agreement ("Agreement") for Commercial Façade Improvement located at 207 Orange Avenue, Fort Pierce, FL 34950; and

WHEREAS, the Agreement included Paragraph 4 – Project Deadlines/Term for which the Recipient was required to receive the building permit(s) within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date.

WHEREAS, the Recipient requested an extension of seven months to receive the building permits, which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months.

WHEREAS, on May 13, 2024, the Parties entered into a First Amendment of the Agreement ("Agreement") for Commercial Façade Improvement located at 207 Orange Avenue, Fort Pierce, FL 34950.

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within thirteen (13) months of the Effective Date; and

WHEREAS, the Recipient has now requested an additional six (6) month extension to obtain the required permit(s), which would further extend the Project completion deadline from twenty-five (25) months to thirty-one (31) months.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made

a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Project Deadlines/Term.** Paragraph 4 – Project Deadlines/Term shall be amended as follows:

    4. Project Deadlines/Term. The Recipient must receive the building permits within ~~thirteen (13)~~ nineteen months (19) of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This ~~twenty-five~~ thirty-one (31) month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within ~~thirteen (13)~~ nineteen (19) months. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

4. **No Further Amendments.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

OWNER/RECIPIENT WITNESSES:

Sign: _____
Print Name: _____
Address: _____

Sign: _____
Print Name:_____
Address: _____

OWNER/RECIPIENT:

JETSET EVENTS, LLC

Sign:_____
Print Name:_____
Title: _____
Date: _____

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Linda Hudson, Chairwoman

Date: _____

ATTEST:

_____
Linda W. Cox, Agency Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq.
Agency Attorney

August 25 2025

Dear Ms. Hedges,

We respectfully request a six-month extension for obtaining building permits under our Facade Grant to ensure the successful completion of our planned improvements. While we remain fully committed to the project, unforeseen challenges may prevent us from meeting the October 10, 2025, deadline. With no FPRA meeting scheduled in October, we submit this request for consideration at the September 2025 FPRA meeting.

Reasons for Extension Request

1. **Tenant Transitions**: Our downstairs tenant recently resolved lease and building violations, as noted in our previous extension request. The tenant recently asked to be let out of their lease (terminate it early) without financial obligation. We are now working with multiple prospective new tenants to do so. These tenants are meeting with the building department to discuss their build-out plans, which may impact the facade's design, including window and door placements.

2. **Homelessness and Safety Concerns**: Our building's alcove has increasingly been used by homeless individuals as a sleeping area and restroom, creating safety and aesthetic issues for tenants, their employees, and downtown patrons. This situation has worsened over recent months, and despite outreach to city, county, and state officials, no immediate solutions are available. We are exploring a redesign of the lower facade to enclose or eliminate the alcove, which, as a locally registered, contributing-historic building, requires approval from the Historical Preservation Board (vs administrative approval by the Historic Preservation Officer). This process may involve presenting at multiple Historic Meetings, if they require changes, necessitating additional time.

3. **Interdependent Design Considerations**: The minor upper facade improvements, including ordering materials, cannot be completed at this time because they are dependent on finalizing the lower facade's design. Changes to the downstairs layout could affect the overall facade, requiring careful coordination.

Ongoing Commitment

To demonstrate our good faith, we are actively pursuing other building improvements outside the grant scope. These include replicating custom wooden pickets for the back fence (as they are not commercially available) and redesigning the back courtyard. These efforts reflect our dedication to enhancing the property while we finalize the facade design. (***Note:*** Fence Final Inspection was on August 6, 2025 & passed)

Moving Forward

We remain enthusiastic about this project and its potential to elevate our building's appearance and functionality. A six-month extension will allow us to:

- Coordinate with new tenants to ensure the space meets their needs and complies with different agencies, including; but not limited to, building and DBPR codes, preventing vacancy or costly retrofits.

- Address the homelessness issue by exploring a secure, visually appealing facade redesign.

- Deliver an exceptional final product, consistent with our history of transformative improvements (as evidenced by our building being featured again on the Facade Grant cover).

• Advance our goal of achieving ADA compliance, a key motivation for pursuing this grant. This requires a comprehensive lower-level renovation to create accessible storefront entrances, an expensive but meaningful upgrade that aligns with our values, though it offers limited immediate return on investment.

Without this grant, the financial burden of maintaining a historic building while keeping rents affordable would make such improvements unfeasible. The Facade Grant enables us to balance fiscal responsibility with our commitment to enhancing our property, benefiting tenants, patrons, and the downtown community.

Should we determine that enclosing the alcove is not viable, we anticipate submitting building plans sooner. However, the extension ensures we have the flexibility to deliver a high-quality, compliant, and impactful project.

Thank you for offering these grant opportunities and for considering our request. Please feel free to contact me with any questions.

Sincerely,



Kris Einstein

Contact info on file

Attachments: Photos of alcove condition

2 pictures taken at different dates in our alcove. We can also provide others and videos if needed of our property and others.





FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FACADE IMPROVEMENT

THIS FIRST AMENDMENT ("AMENDMENT") TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVENMENT (the "Agreement") is made and entered into as of this 13th day of May, 2025, by and between the FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and JETSET EVENTS, LLC, whose mailing address is 207 Orange Avenue , Fort Pierce. FL; 34950 ("Recipient"), collectively the "Parties".

WITNESSETH:

WHEREAS, on September 10, 2024, the Parties entered into the Grant Agreement ("Agreement") for Commercial Façade Improvement located at 207 Orange Avenue, Fort Pierce, FL 34950; and

WHEREAS, the Agreement included Paragraph 4 – Project Deadlines/Term for which the Recipient was required to receive the building permit(s) within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

WHEREAS, the Recipient has requested an extension of seven months to receive the building permits, which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Project Deadlines/Term.** Paragraph 4 – Project Deadlines/Term shall be amended as follows:

    4. **Project Deadlines/Term.** The Recipient must receive the building permits within ~~six~~ thirteen (13) months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This ~~eighteen-month~~ twenty-five (25) month period shall be considered the Agreement Term (the "Term"). The FPRA shall

have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within ~~six~~ thirteen (13) months. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

4. **No Further Amendments.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

OWNER/RECIPIENT WITNESSES:

Sign: _____
Print Name: Jason Einstein
Address: 114 W 5th St, DE

Sign: _____
Print Name: Christopher Gardner
Address: 207 Orange Ave

OWNER/RECIPIENT:

JETSET EVENTS, LLC

Sign: _____
Print Name: _____
Title: Owner
Date: 4/24/2025

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: Linda Hudson
Linda Hudson, Chairwoman

Date: 8/19/2025

ATTEST:

Linda W. Cox
Linda W. Cox, Agency Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Sara K. Hedges, Esq.
Agency Attorney

FPRA RESOLUTION NO. 25-09

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING OR DENYING A FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT LOCATED AT 207 ORANGE AVENUE RELATED TO A REQUEST FOR AN EXTENSION OF TIME**; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2024, the Fort Pierce Redevelopment Agency ("FPRA") and Jetset Events, LLC ("Recipient") entered into the Grant Agreement for Commercial Façade Improvement ("Agreement") for the commercial façade located at 207 Orange Avenue, Fort Pierce, FL 34950 ("Property"); and

WHEREAS, the Agreement included Project Deadlines/Term for which the Recipient was required to receive the building permit within six months of the Effective Date and complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient failed to apply for the required approvals, building permits, and all other permits required within six months of the Effective Date; and

WHEREAS, the Recipient has requested an extension of seven months to receive the building permits which would increase the time to complete the Project from eighteen (18) months to twenty-five (25) months; and

WHEREAS, pursuant to the Agreement, the FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement; and

WHEREAS, pursuant to the Agreement, any authorization to extend the Project Deadlines must be in writing and approved by the FPRA Board.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FRPA hereby:

☒ GRANTS the Recipient's request for an extension of time and authorizes execution of the First Amendment to the Grant Agreement for Commercial Façade Improvement, attached hereto as Exhibit 1.

☐ DENIES the Recipient's request for an extension of time due to a material breach of the Agreement based on the Recipient's failure to comply with the term(s) of the Agreement and hereby authorizes and directs the FPRA Director or the Agency's Attorney, or their designee, to terminate the Agreement.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining

portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect upon approval by the Fort Pierce Redevelopment Agency Board.

IN WITNESS WHEREOF, this Resolution was duly adopted this 13th day of May, 2025

Linda Hudson
LINDA HUDSON, CHAIR

ATTEST:

Linda W. Cox
LINDA W. COX, AGENCY SECRETARY

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, AGENCY ATTORNEY

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this 10 day of September 2024, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"), and JETSET EVENTS, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, Recipient is the owner of property located at 207 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-507-0002-000-5) (the "Property"); and

WHEREAS, Recipient submitted a Commercial Façade Grant Program application, and a revised application, to the FPRA requesting a grant for the façade renovation of the Property; and

WHEREAS, the purpose of the intended renovations are to substantially improve the façade of the Property by adding outdoor window boxes and hurricane shutters to the upper windows; installing security cameras; and renovating the entranceway including replacing exterior flooring, removing tile, replacing the windows and replacing the front doors with ADA compliant entrances; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $25,000 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 207 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package submitted on July 2, 2024, and revised on July 28, 2024 (collectively "Application"), that was reviewed by City staff and approved by the FPRA Board, and which is set forth in Appendix B.

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and

information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Jetset Events, LLC 207 Orange Avenue Suite K Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

18. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

19. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

20. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

21. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

22. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

23. **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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: _____

Print: Chris Gardner

Date: August 29, 2024

Sign: _____

Print: Tamera Ownby

Date: August 29, 2024

CITY WITNESSES:

Sign: _____

Print: Linda W Cox

Date: 9/10/24

Sign: _____

Print: Tina Rel

Date: 9/10/24

OWNER/RECIPIENT:

JETSET EVENTS, LLC by

Sign: _____

Print: Kris Einstein

Title: President/Owner

Date: August 29, 2024

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Print: Linda Hudson

As its: Chair

Date: 9/10/2024

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
City Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

207 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Jetset Events, LLC, for the renovation of property located at 207 Orange Avenue. This grant will provide funds to assist the Recipient improve the property by adding outdoor window boxes and hurricane shutters to the upper windows; installing security cameras; and renovating the entranceway including replacing exterior flooring, removing tile, replacing the windows and replacing the front doors with ADA compliant entrances.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvements included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. Completed W-9, as required by law, for the Recipient of the grant funds.
B. Copies of all required closed permits.
C. Copies of all invoices
D. Proof of payment (Cancelled checks or bank statements)
E. Photographs of the work undertaken
F. Releases of liens (if applicable)
G. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by March 10, 2026.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

APPENDIX “B”

APPLICATION PACKETS

207 ORANGE AVENUE FORT PIERCE, FL 34950

1. Revised/Updated Application Packet (July 28, 2024)

2. Original Application Packet (July 2, 2024)

Print

2024 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #22568

Date Submitted: 7/2/2024

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

To review full grant program overview, visit: Commercial Facade Cover Page (cityoffortpierce.com)

Property Details:

Parcel ID Number:*

2410-507-0002-000-5

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

207 Orange Avenue

Property Owner's Name:*

Jetet Events LLC

Building's New Use(s) (if applicable):

Building's Existing Use(s):*

Mixed Use

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Kris Einstein

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Owner

Email Address:*

kris@entertainair.com

Phone Number: *

3863029510

Business Information:

Legal Business Name:

Jetset Events, LLC

Business Type (Restaurant, Retail, Office, etc):

Owns the Mixed Use building which is applying for this grant

Employer Identification Number / Tax ID:

81-4638668

Number of Years in Business:

8

Number of Years at Current Address:

8

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total project investment?

$56,540

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12 months, hopefully a lot sooner, but depends upon approval from Historical Board, weather and shipping of supplies

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [ ] Awnings/Canopies
- [x] Signs
- [x] Walls
- [x] Fencing
- [x] Landscaping/Irrigation
- [ ] Mural/Art Installation
- [x] Exterior Painting
- [x] Building Facade
- [x] Windows/Doors
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio deck
- [ ] Roofing
- [x] Security cameras/system
- [ ] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

See Attached

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant.*

Personally funded

Design & Creativity

Our Building was used in the picture on the cover of the Grant's Overview paperwork, so that says something. :) On serious note - we have done a lot of research on our building (back to the days before it housed Western Union & Montgomery Wards Sales Order Office) & are keeping it as original as possible while bringing the front entrances up to ADA compliance & current building codes. We also are using design elements found on other buildings to keep it cohesive with neighboring downtown buildings. Some improvements, like properly draining the courtyard & bigger/more gutters, will help prevent/fix flooding during heavy rains (we are downhill of other properties). Repairing the fence wall, replacing the fence & repairing gate, along with new landscaping in the courtyard will not only be more attractive (vs blight), but then our tenants & their clients can enjoy it more so. Plus it will be safer ie help keep the homeless (& others) from coming in to sleep there at night. By doing the repairs and improvements, the building will become more energy efficient since the front is the plate glass & the windows & doors are from 30+ years ago, providing no insulation and are not safe, nor up to code. All of the projects will help with the longevity of the building - our building is in relatively great shape because of the care we put into it & properly maintain it. We are constantly updating it and only use quality materials. These projects will help with the building's overall longevity.

Provide a narrative of how your project will accomplish the following:

- Innovative and visually appealing facade design
- Compatibility with neighborhood's architectural style
- Sustainability and longevity of proposed improvements

Community Impact/Public Benefit

Lower Level Commercial spaces' entrances will be ADA complaint. Courtyard will not be blighted/eye sore. Tenants will have more space to "entertain" their clients. Not a lot of salons in downtown, if any, (our current clients) have outdoor spaces they can use for clients. The building will look "fresh" while maintaining it's historic character, only adding beauty to the downtown.

Narrative describing how the funded project will generate meaningful positive impacts for the community and the general public.

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

1) Our building is shown on page 37-39 of the FPRA's Redevelopment Plan.
2) Historic Preservation (pg 90) - our building is on the local historic registry & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come, plus, with it having ADA compliant entrances, more people will be able to enjoy the building & more potential clients for our current & future tenants.
From Questions on pg 103:
#9's answer - 5. Improve community aesthetics (e.g. landscaping, façade, architecture, etc.)
Below are excerpts from the FPRA Plan that our project incorporates/addresses.
GOAL The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.
GOAL The Fort Pierce Redevelopment Agency shall support the City's efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.
GOAL The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.
Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities.

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

Current Photos - front and side.pdf

Color photograph of the existing condition of the FRONT of building (2 of 2):*

Current Photo - Back and Roof.pdf

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

Conceptual Pics.pdf

Design and construction plans for the proposed improvements.*

Timeline and projects.pdf

Provide examples of project colors, design, materials and specifications.*

Examples of materials1.pdf

Proof of ability to fully fund the project.*

Funding.pdf

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Letter.pdf

Cost Estimates*

Estimates.pdf

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

K einstein

Certification Statements for Commercial Facade Application Submission

1. I certify that the information provided in this application is true and accurate to the best of my knowledge, and no false or misleading statements have been made to secure approval of this application.

2. I certify that I have reviewed the Commercial Facade Program Overview.

3. By typing my name in the box above, I am signing this document electronically. I agree that my electronic signature has the same validity and legal effect as my handwritten signature.


Current Photo
207
209
BEAUTY BA
BRODERICK

Project #2

Conceptual Option #1
(Preferred option)



1 "Big" window per storefront
w/ Transoms above windows (+ Doors)

Project #2

Conceptual Option #2



Taller + thinner windows / No Transoms above windows

Conceptual w/ option #1 for windows on lower storefronts.



Conceptual w/ option #2 for storefront windows



Conceptual Rear

Project 3+4

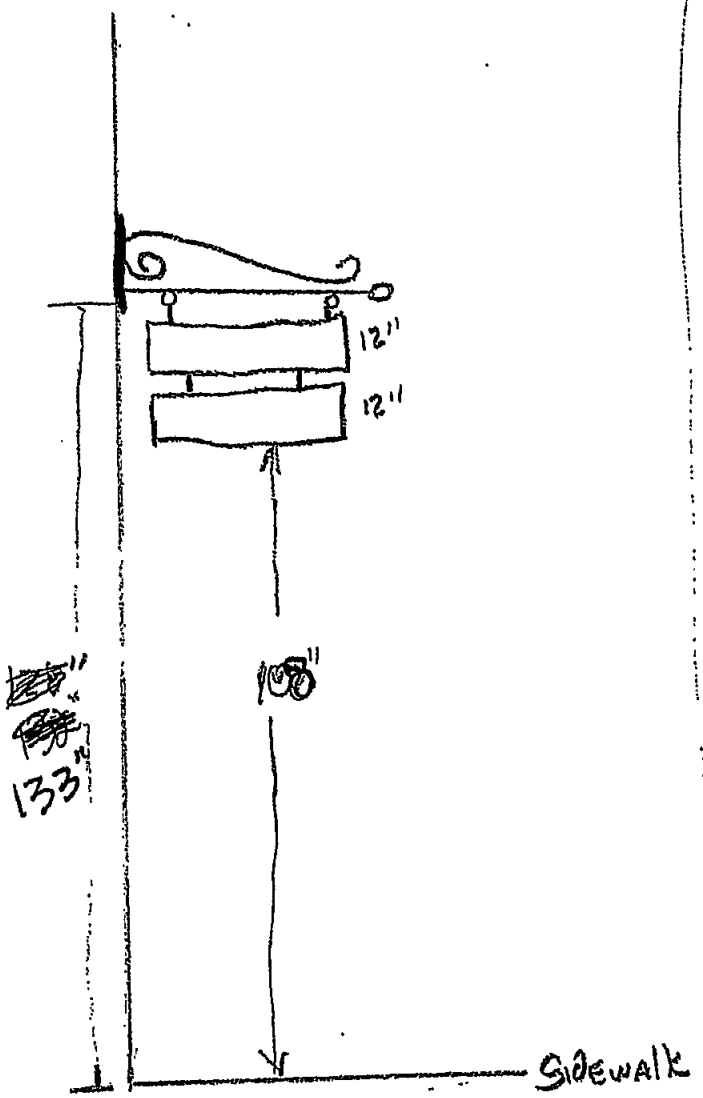



Option 2
Back Deck

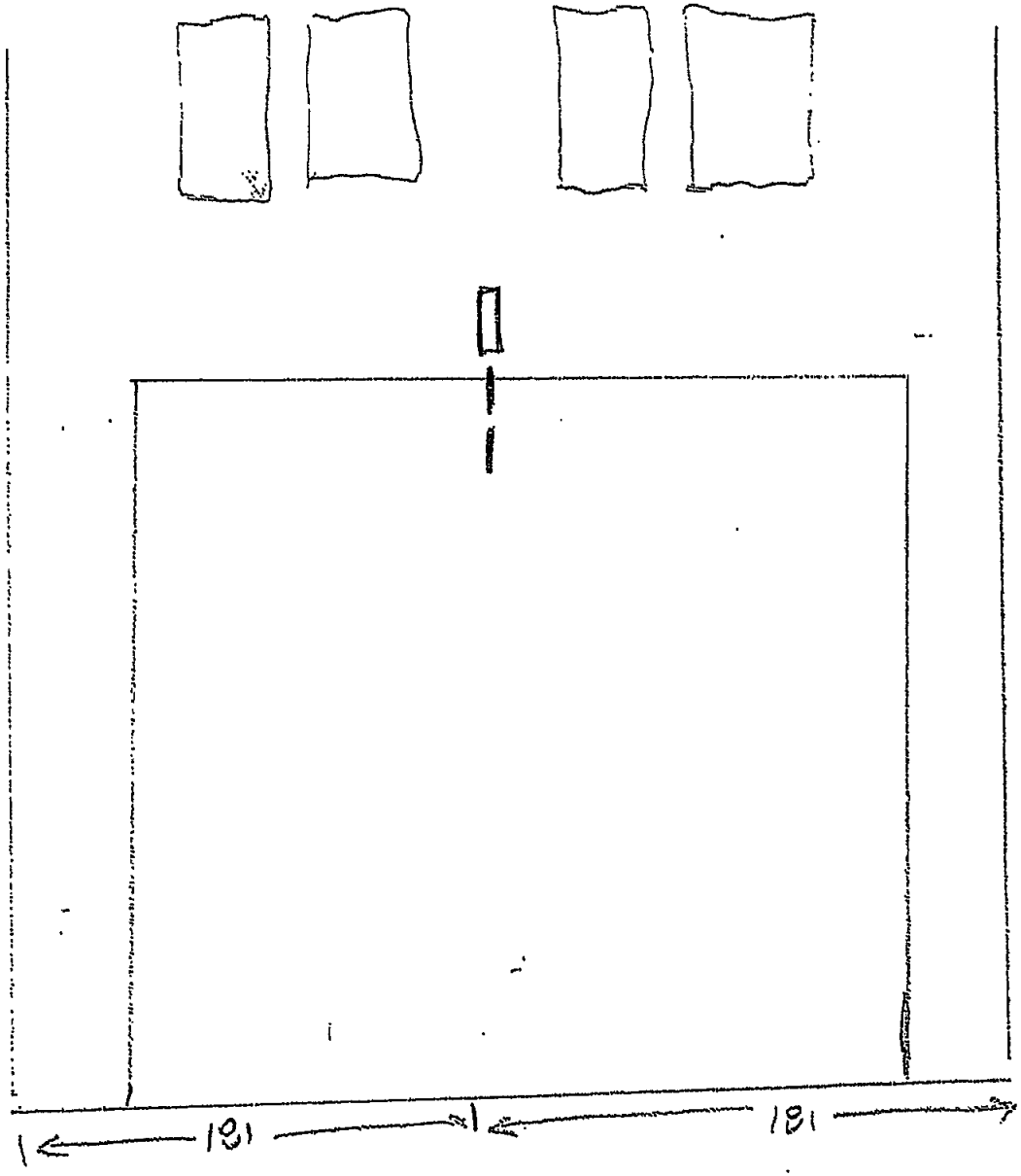
Conceptual Rear Facade project 4, 5 And Alt 7



SIDE VIEW



FRONT VIEW



Mounted at building centerline 120" to base with 2 12" sign below bottom height 103"


Current Photo
old telephone cables
Replace
Replace

Current



Current



Remove
OBsolete
tel lines
+ REORG
Xfinity
Lines

Upper
ones
are FPLA
+ lower
ones are
Cable
+ the
Obsolete
BellSouth
tel Lines

Current



Current



* Repaint Gate + Replace Frame


Current
Replace Frame
Stay
These to Stay + Be Repainted


Current
Replace Fence

Current

Current



Fix wall


Current
Fix wall + paint

Current



Re-Paint Pole up to height of Fence


"New Addition" is Where Building "Drops" Down



Back of Bldg


Current Photo
Door #1 - 36" WIDE
#2 - 34" WIDE
#3 - 33 3/4 WIDE
Plate Glass
#A - 70" WIDE
B - 81" WIDE
C - 52 1/2" WIDE
D - 25" WIDE
90" high
1
A
2
B
3
C
D
207
209
BEAUTY BA
BRODERICK
90"
70"
81"
25"
52 1/2"
0"
9"
3.5"
13 1/2"
4"
5 1/2"
Space Between Windows/Doors

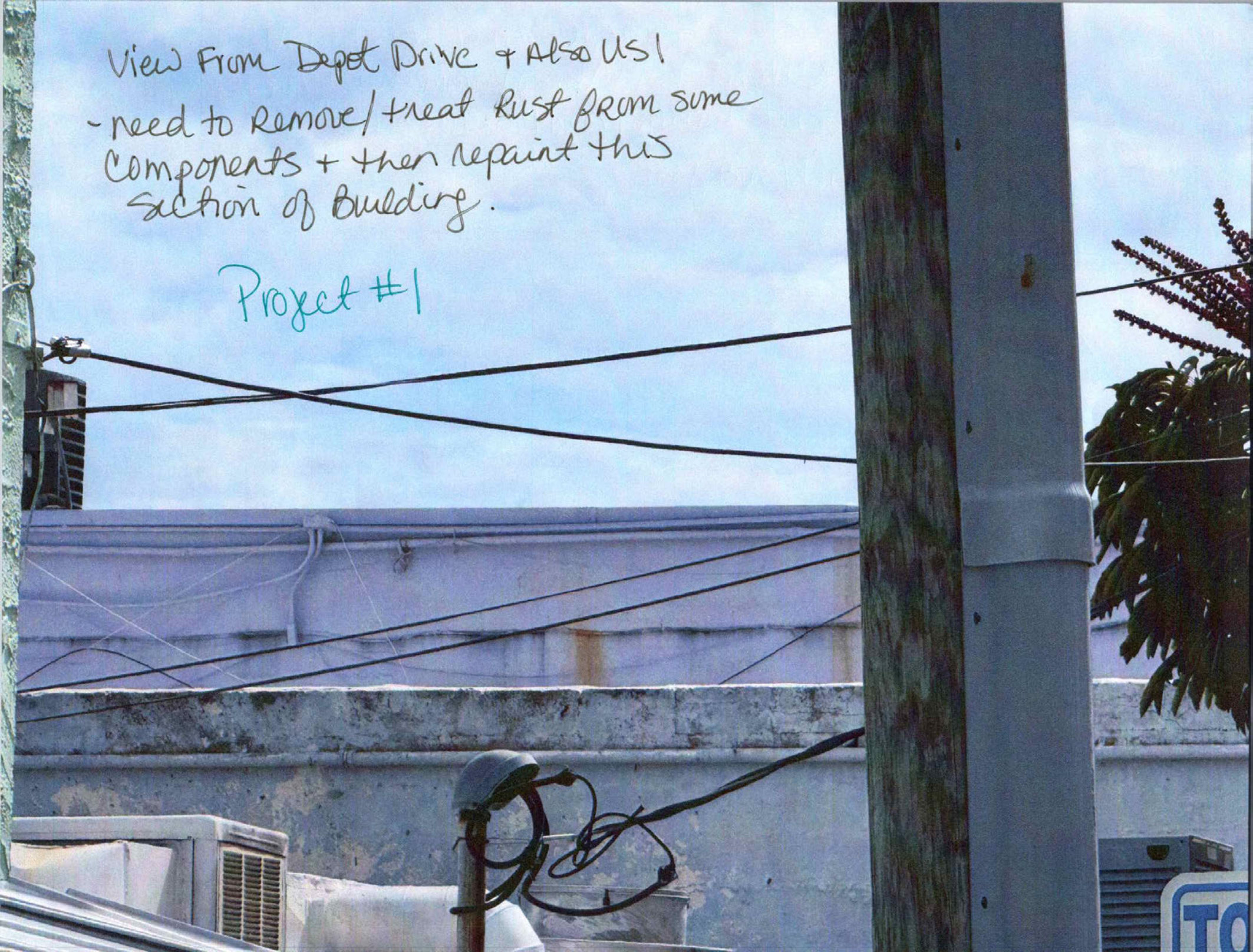

* Have to Reduce Window sizes to allow enough Room for wider Doors + line up properly with Interior Space.
Door #1 ~36" wide
Door #2 (middle) ~34" wide
Door #3 33 3/4" wide
Building had transoms from @ least 1980
207
209
3.5" wide
Sunrise Beauty Bar
SUNRISE CITY
BEAUTY BAR
(772) 708-6563
9"
13 1/2"
4" Between window + Door
70"
81"
36"
34"
33 3/4"
Door #1 Does not "fully" open Due to hinge, so not true 36"
Current Photo


current photo
Door #2 (Middle)
Remove tile expose orig Transom
* Remove All Facade Tile around Doors + below Windows
207
BEAUTY BAR
(772) 708-6563
Sunrise Beauty Bar
SUNRISE CITY
BEAUTY BAR
81"
52½"
25"
90"
16"
13½"
16"
4" between window + 3rd door
34"
3.5" Between Window + Door
Replace All Ground tiles

Current Photo

Current photo




View From Depot Drive + Also US1
- need to Remove/treat Rust from some Components + then repaint this section of Building.
Project #1

ESTIMATE

DATE
June 27, 2024

ESTIMATE NO
24-8071

Campbell Construction
2200 Campbell Cove Trail
DeLeon Springs, FL 32130
386-527-9727
mbc.construction@gmail.com
License Number: CBC1252939

ESTIMATE TO:
Jetset Events
207 Orange Ave, Suite A
Fort Pierce, FL 34950
386-302-9510
trips@entertainair.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MC	Krissy E	Payment Schedule to be given once Projects and Schedule are Identified with 25% due at time of signing contract.	Net 15 Upon Acceptance

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Project - Front Facade (Lower Level)			
1	3 Exterior Doors, 3 Locks, Windows, Transoms, Replace Tile on Ground (in alcove), Stucco Repair, Paint, Sign Bracket & Installation (does not include Tenants' signs) - includes removal of old doors, tiles, windows, fixtures; prep work required for new products to be installed & installation of new products.	36,140	$36,140.00
Project - Front Facade (Upper Level)			
4	Window Boxes (including installation)	500	$2,000.00
Project - Fence			
1	Fixing of the ground wall, new fencing and framing for the gate. Includes removal of current fencing, installation of new fencing; painting of concrete and gate	9,600	$9,600.00

PG1

Quantity	Description	Unit Price	Line Total
Project - Back Facade			
1	Lower Level: 1 Exterior Door, 1 Window & 1 Window Box; Upper Level: 1 Exterior Door, 1 Window, New Light Fixtures, Decking, Railing & Gutters. Upper & Lower: 2 Locks, Concrete & Stucco Repair, Paint. Includes removal of old products (including old cables), prep work required for new products to be installed & installation of new products.	28,135	$28,135.00
Project - Courtyard			
1	Landscaping - New Pavers, artificial grass, shrubbery/plants/flowers (including Italian Cypress to match), drainage	4,000	$4,000.00
Project - Painting Small Section of Side Facade			
1	Touch up paint on the upper side of the building (facing west). Includes fixing issue that is causing rust to drip down the side of building.	1,300	$1,300.00
Misc Fees			
1	Architect Fees	4,600	$4,600.00

This estimate is valid for 15 days.

Per Client's request, permit fees are not included.

Subtotal	$85,775.00
Total	$85,775.00

pg 2

ESTIMATE

Native Roofing Solutions LLC
P.O Box 1513,
CCC1334800
Fort Pierce , FL 34954
(772) 801-5492
License Number: CCC1334800
www.NativeRoofingSolutions.com

Sales Representative
Stacy Moran
(772) 971-8255
stacy@nativeroofingsolutions.com

Native Roofing Solutions LLC
"We'll Keep You Dry"
772-801-5492
Licensed & Insured

Chris Gardner
Job #1144 - Gardner- Orange Ave
207 Orange Ave
Fort Pierce, FL 34950

Estimate #	7211
Date	7/1/2024

Item	Description	Price
Modified Flat Roof	-Tear off a single layer of existing flat roof system down to the plywood/decking. -Remove and replace up to 5 sheets of plywood if needed. -Note: All additional plywood if needed will be billed out at $105.00 per sheet installed. -Re-nail the entire plywood roof deck to meet the code using 8D ringshank nails. -Install Polyglass self-adhered base sheet to code. -Install 26 Ga. eave drip to code using 1-1/4" ringshank nails. -Install polyglass "White" granulated Modified bitumen torch applied to code. -A 3 yr workmanship warranty will be forwarded upon receipt of final payment.	$18,000.00
Modified 1.4" Pitched Roof	-Tear off a single layer of existing flat roof system down to the decking. -Remove and replace up to 5 sheets of plywood if needed. -Note: All additional plywood if needed will be billed out at $105.00 per sheet installed. -Re-nail the entire plywood roof deck to meet the code using 8D ringshank nails. -Install Polyglass self-adhered base sheet to code. -Install ISO board as needed to create a pitch towards all sides of roof system to eliminate water ponding. -Install self adhered base sheet using screws and plates to mechanically attatched to base sheet to ISO board. -Install white torch applied modified bitumen roof system for water tightness of flat deck to code. -A 3 yr workmanship warranty will be forwarded upon receipt of final payment.	$12,000.00

Item	Description	Price
Job Notes	Doors/Windows will be covered with Plywood at location of dump trailer or dumpster for protection. Patio areas as well as shrubs and plants will be protected as best possible. This Estimate does not include the following: -Electric disconnects on any roof top appliances. - Painting - Gutter Re- use - Gutter Replacement This Estimate includes: -Any caps for parapet walls -New vents and lead stacks -Eliminating pipes on roof top that are not in use. - All Necessary permitting - Clean up and dispossal of all job related debris - Manufacturer and workmanship warranties This Quote is valid for 5 days from estimate date.	$0.00
Donation		$0.00

Sub Total	$30,000.00
Total	$30,000.00

Signature: _____

SPECIAL INSTRUCTIONS

Terms Shall be as stated:
1. 35% Due Upon Signing of Contract
2. 40% Due Upon Dry In
3. 25% Due Upon Completion

We accept the following payment methods:
- Cash
- Check
- ACH
- 3rd party financing
- Credit cards (an additional fee of 4%)
- Venmo, Zelle, Apple Pay

Main Paint color of Building

Violet Vision

S540-2

See all Purple Paint Colors >



LRV: 51 R: 183 G: 189 B: 209

Main Paint color for Bldg

Internet # 205264276 Model # 705005 Store SKU # 926797

Live Chat Feedback

BEHR PREMIUM PLUS

5 gal. #S540-2 Violet Vision Satin Enamel Low Odor Interior Paint & Primer

★★★★½ (11123) Questions & Answers (435)















Share Print

See This in My Room

Paint
Main colors

Dimensions

Container Size	5 Gallon

Details

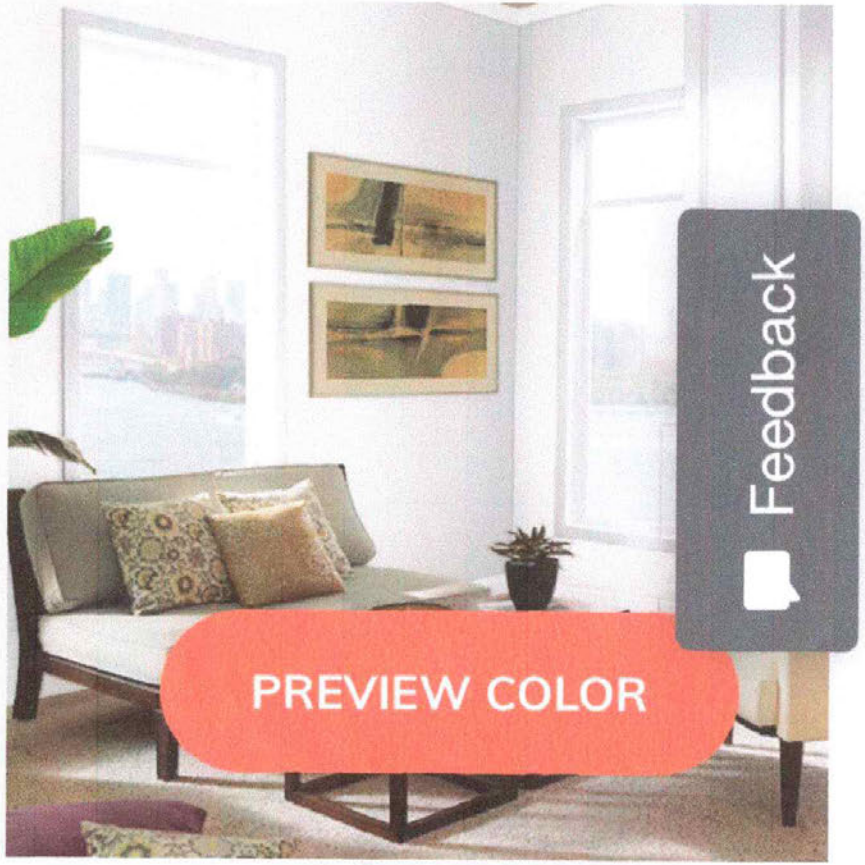
Approximate Coverage (sq. ft.)	2000	**Base Material**	Acrylic
Color Family	Purple / Lavender	**Color/Finish**	Violet Vision
Dry to Touch (min.)	60	**Hexadecimal Value**	B7BDD2
HSL Value	226.7:23.1:77.1	**Minimum Temperature for Use (F)**	35
Number of coats recommended	2	**Paint & Primer in One**	Yes
Paint Key Features	Low Temperature, Paint & Primer in One	**Paint Type**	Exterior Paint
Paint/Stain Clean Up	Soap & Water	**Protection Type**	Mildew Resistant
Returnable	Non-Returnable	**RGB Value**	183:189:210
Sheen	Satin	**Surface Material Use**	Brick, Drywall, Masonry, Plaster, Stucco, Vinyl, Wood
Time before recoating (hours)	2	**Tint Base**	Base 1
Transparency	Solid		

Cameo White

MQ3-32

Trim color paint + front facade Alcove

See all White Paint Colors >



LRV: 81 R: 235 G: 232 B: 226

Trim color + Front Facade Alcove

Internet # 329086212 Model # 815005 Store SKU # 1011127493

New

BEHR PREMIUM PLUS

5 gal. #MQ3-32 Cameo White Hi-Gloss Enamel Interior/Exterior Paint & Primer

★★★★½ (73) Questions & Answers (9)



$179.00

Pay $154.00 after $25 OFF your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Durable finish, resists dirt & grime
- Hi-Gloss sheen best for kitchens, bathrooms, cabinets & trim

Dimensions

Container Size	5 Gallon

Cameo White Trim & Alcove paint

Details

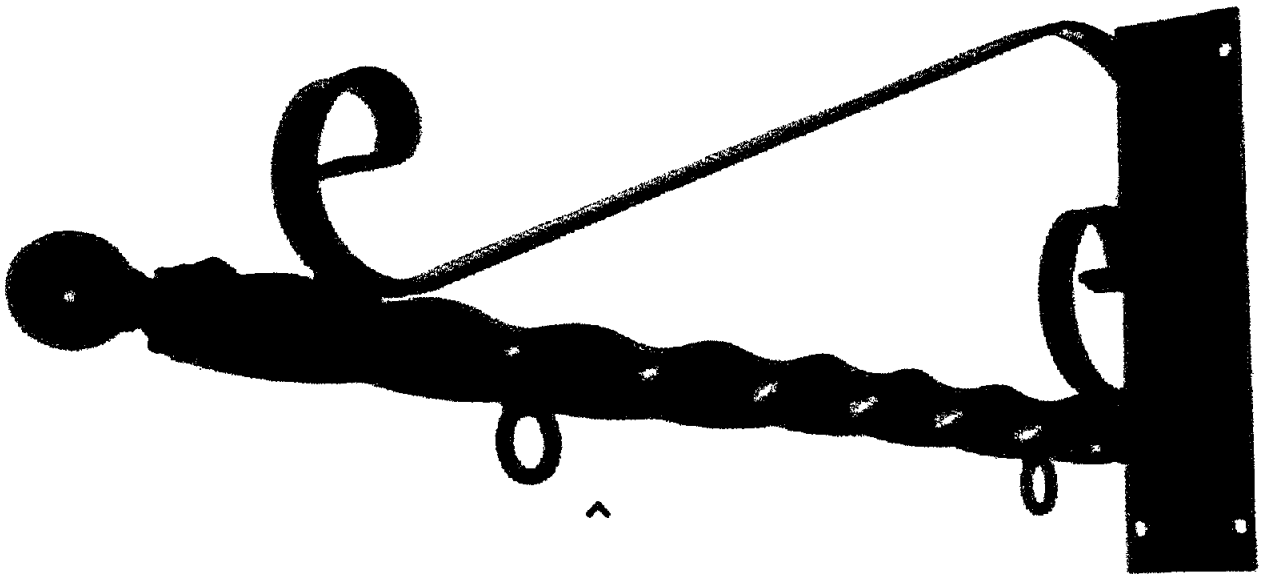
Approximate Coverage (sq. ft.)	2000	**Base Material**	Acrylic
Color Family	White	**Color/Finish**	Cameo White
Dry to Touch (min.)	60	**Hexadecimal Value**	EBE8E2
HSL Value	40.0:18.4:90.4	**Minimum Temperature for Use (F)**	35
Number of coats recommended	2	**Paint & Primer in One**	Yes
Paint Key Features	Low Temperature, Paint & Primer in One	**Paint Type**	Exterior Paint
Paint/Stain Clean Up	Soap & Water	**Protection Type**	Mildew Resistant
Returnable	Non-Returnable	**RGB Value**	235:232:226
Sheen	Satin	**Surface Material Use**	Brick, Drywall, Masonry, Plaster, Stucco, Vinyl, Wood
Time before recoating (hours)	2	**Tint Base**	Base 1
Transparency	Solid		

Sold by **streetsignusa** (http://myworld.ebay.com/streetsignusa) (3517

(http://feedback.ebay.com/ws/eBayISAPI.dll?ViewFeedback&userid=streetsignusa))

+ Show additional actions

Delivered



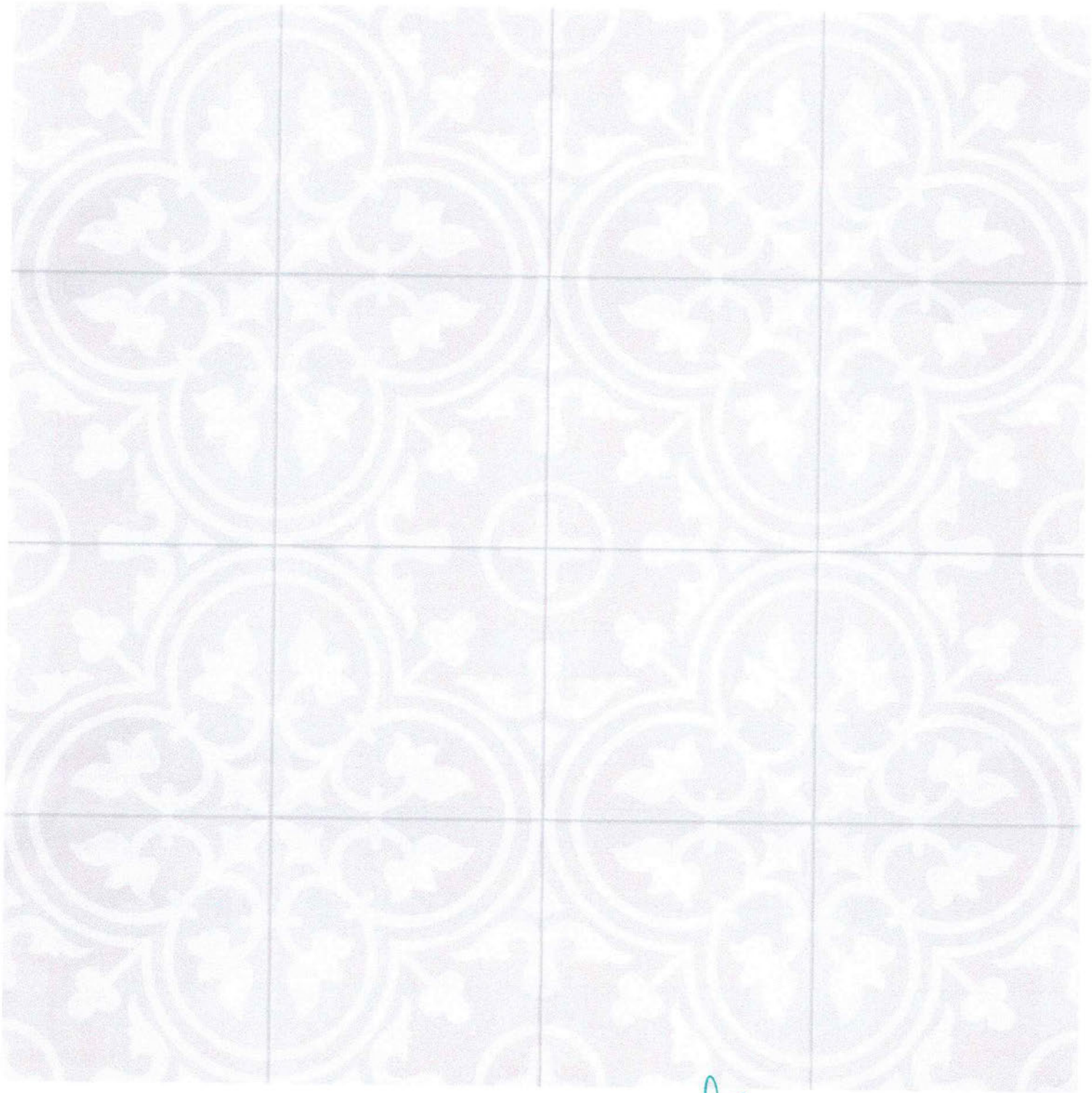
36" DELUXE HEAVY DUTY SCROLL SIGN BRACKET Antique Vintage Style Home Or Business (http://www.ebay.com/itm/162279315774)

Item price	USD 109.99
Quantity	1
Item number	162279315774
Shipping service	Standard Shipping

Contact seller (http://contact.ebay.com/ws/eBayISAPI.dll?FindAnswers&frm=3998&lid=162279315774&redirect=0&requested=streetsignusa)

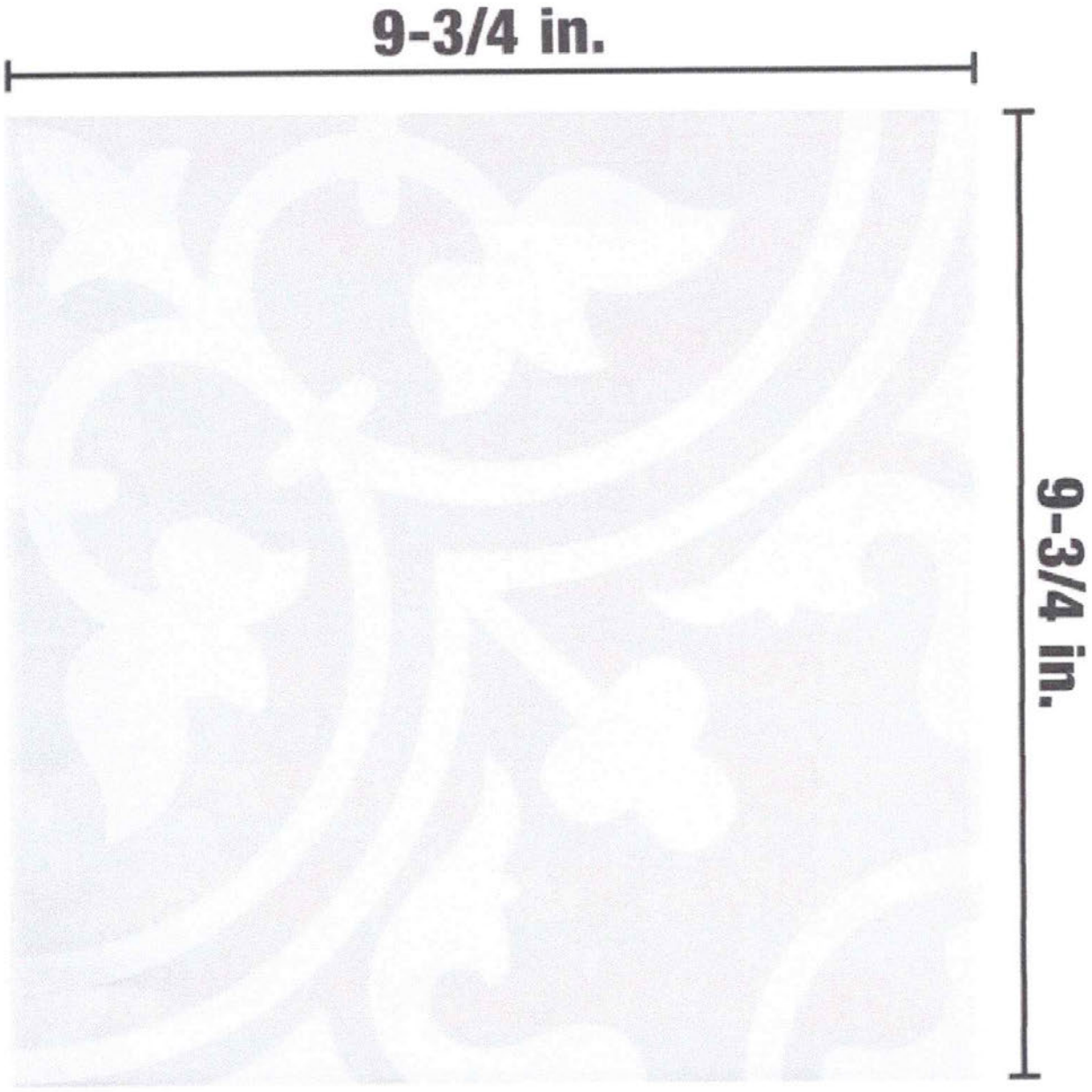
Sign Bracket to install on front of Building, it will hold 2 signs that are ~ 12" each. See next page for approximate placement.

Tile for ground/floor of Alcove entry in front



Front facade tile

Weights & Dimensions



Front Facade

LD

Other Dimensions

Individual Tile	9.75" W X 9.75" L
Overall Product Weight	43.68 lb.

Additional Documents

Owner Manual (pdf)
Specifications (pdf)
Warranty Information (pdf)
Installation & Assembly (pdf)

Features

Tile Type	Singular Tile
Material	Porcelain
Floor Use	Yes
Square Feet Included	Yes
Sold In Carton	Yes
Water Absorption Rating	Impervious: absorbs 0.05% or less
Water Performance Level	Waterproof
Submersible	No
Outdoor Installation	Withstands Sun & Rain
Shade Variation	V1 Uniform Appearance
Tile Design	Patterned
Overall Shape	Square
Pattern Repeat Frequency	1
Glazed	Yes
Gloss Level	Matte
Textured	No
Edge Type	Pressed
Edge Style	Straight Edge
Product Care	Tile specific cleaner
MOHS - Surface Hardness	6
Imported	Yes
DCOF Rating	Above 0.42 (Slip Resistant)
Durability	Freeze Resistant
Pieces per Carton	16
Color	Gray
Recommended Grout Joint Size	1/8 inches

Specifications

PEI Rating	4 - Heavy traffic

Assembly

Mounting / Installation Location	Backsplash; Bathroom; Shower; Kitchen; Fireplace Surround; Countertop; Outdoor; Patio
Can Be Dry Cut	No

Warranty

Commercial Warranty	No
Product Warranty	Yes
Warranty Length	30 Days
Warranty Details	Manufacturing defects only - No claims will be accepted for tile already installed

Front facade

Internet # 206450101 Model # Z00078

MI Door

500

6 in. x 80 in. Right-Hand Inswing Full Lite Clear Classic Primed Steel Prehung Front Door

(94) Questions & Answers (71)

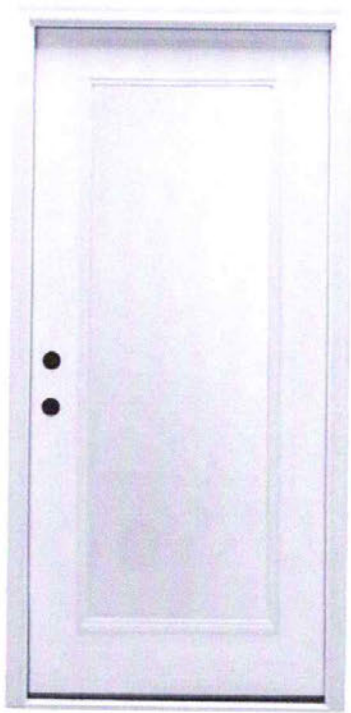












Share Print

Front facade
Door option
Full Glass

Door Height (in.)	81.75 in	**Door Thickness (in.)**	1.75 in
Door Width (in.)	37.438 in	**Jamb Size (in.)**	4-9/16"
Nominal Door Height (in.)	80 in	**Nominal Door Thickness (in.)**	2 in
Nominal Door Width (in.)	36 in	**Rough Opening Height (in.)**	81.625 in
Rough Opening Width (in.)	39.9375 in		



06 Sat Jun 22

hoto

Doors will be "Similar" to Sunrise City Cafe.
(But Single Door on one Building)



Mayne Rectangle 36-in W x 10.8-in H White Resin Traditional Outdoor Window Box

Item #139611 | Model #5822-W

Shop Mayne ★ 14 ♡





+3



Front facade
& Back facade

Color/Finish Family	White	Series Name
Manufacturer Color/Finish	White	Type

Container Size	Large (25-65 quarts)	Potting Capacity (Cu.
Depth (Inches)	11	Weight (lbs.)
Diameter (Inches)	7.4	Width (Inches)
Height (Inches)	10.8	

Attached Saucer	No	Planter Volume (Quart
BPA-Free	Yes	Safer for Vegetables
Commercial/Residential	Residential	Self Watering
Drainage Holes	Yes	Shape
Hanging	No	Stand Included
Hardware Included	Yes	Style
Lowe's Exclusive	No	Team Name
Material	Resin	Team/League
Number of Tiers	0	Use Location
Package Quantity	1	

Warranty

Warranty	15-year limited

Front facade & Back "








Mayne Rectangle 36-in W x 10.8-in H Brown Resin...	**Mayne** Rectangle 60-in W x 10.8-in H White Resin...	**Mayne** Rectangle 72-in W x 10.2-in H White PVC Vinyl...	**Mayne** Rectangle 36-in W x 10.8-in H Gray Resin...	**Mayne** Rectangle 60-in W x 10.8-in H Black Resin...	**allen + roth** Rectangle 8.5 in W x 8.62-in H Blue Resi
14	10	4	14	10	26

Overview

With its inset panels and classic design, the Fairfield collection is a timeless choice that will never go out of style. We use 100% high-grade polyethylene resin in the m these Fairfield window boxes sturdy, and provides the roots and potting mix with adequate insulation from surrounding weather conditions. These polyethylene window

- Durable window boxes: we use 100% high-grade polyethylene resin in the manufacturing process - making our products durable, lightweight and highly shock resistant
- Four season use: these 3ft window boxes are resistant to high impact, chemicals and extreme weather conditions - this product stands true to its four-season use tag with very little winter preparation
- Long lasting quality: the resin used to create our products contains built-in UV inhibitors that reduce the damaging effects of the sun - this ensures that your product doesn't fade, preserves its color and increases its overall lifespan
- Innovative design: double-wall design makes these Fairfield window boxes sturdy, and provides the roots and potting mix with adequate insulation from surrounding weather conditions
- Self-watering factor: In a self-watering window box, the planting container sits directly inside the water reservoir - the water is then pulled into the potting mix through capillary action, keeping your plants watered and happy
- The Mayne advantage: Mayne offers a 15-year residential warranty or a 5-year commercial warranty on this window box - our products are proudly designed in Canada and are made in the USA
- Weight: 13.5lbs; outside dimensions: 36in L x 11in W x 10.8in H; inside dimensions: 32.4in L x 7.4in W x 8in D; capacity: approximately 3 gallons (11.35 liters) water reservoir capacity and 6.5 gallons (24.6 liters) soil capacity

Front facade
+ Back "

Specifications

Gallery



Front facade
& Back "

Specifications

Color/Finish Family	White	Series Name
Manufacturer Color/Finish	White	Type

Container Size	Medium (8-25 quarts)	Height (Inches)
Depth (Inches)	8	Potting Capacity (Cu.
Diameter of Base (Inches)	0	Weight (lbs.)
Diameter of Top (Inches)	0	Width (Inches)

Attached Saucer	No	Number of Tiers
BPA-Free	Yes	Package Quantity
Commercial/Residential	Commercial/Residential	Planter Volume (Quart
Drainage Holes	Yes	Self Watering
Hanging	No	Shape
Hardware Included	Yes	Stand Included
Lowe's Exclusive	No	Style
Material	Resin	Use Location

Certifications

CA Residents: Prop 65 Warning(s)	No

Front facade + Back 11

Internet # 20431424 Model # THDJW184500144

11

JELD-WEN (Brand Rating: 3.8/5)

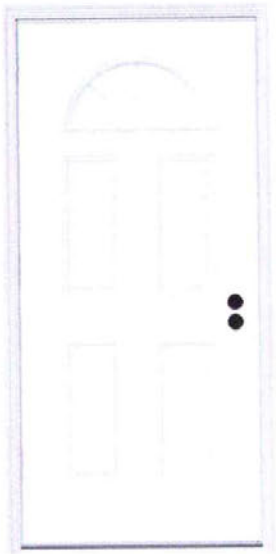
36 in. x 80 in. Fan Lite White Painted Steel Prehung Right-Hand Outswing Front Door w/Brickmould

(3) Questions & Answers (9)







Feedback

Rear Facade Door (Lower)

Share Print

$1158.00

$65.00 /mo** suggested payments with 18 months** financing Apply Now

Buy One, Get One $50 Off

Main Item + $50 Off

Shop This Offer

- Made of durable rust-resistant galvanized steel
- Prehung steel door includes frame for easier installation
- Actual unit size is 37-7/16 in. x 80-7/8 in.
- View More Details

Color/Finish: **Brilliant White**

Common Door Size (WxH) in.: **36 x 80**

Product Information

Internet # 206450101
Model # Z000783R

Additional Resources

Shop All MMI Door

From the Manufacturer

- Energy Guide
- Specification
- Instructions / Assembly
- Warranty
- Installation Guide
- Use and Care Manual
- Measurement Guide
- Return Policy

Specifications

Dimensions

Door Height (in.)	81.75 in	**Door Thickness (in.)**	1.75 in
Door Width (in.)	37.5 in	**Jamb Size (in.)**	4-9/16"
Nominal Door Height (in.)	80 in	**Nominal Door Thickness (in.)**	2 in
Nominal Door Width (in.)	36 in	**Rough Opening Height (in.)**	82.25 in

Rear facade
DOOR
(Lower)

Internet # 203008804 Model # 128004

Veranda

Glendale 4 ft. H x 8 ft. W White Vinyl Spaced Picket Fence Panel with Pointed Pickets

★★★★½ (166) Questions & Answers (159)

♡ 658

Live Chat

Feedback

Fence Courtyard



Share Print

$104.35 /box

Pay **$79.35** after **$25 OFF** your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Spaced picket panel made of durable, low-maintenance vinyl
- Kit includes everything needed to assemble one panel section
- White spaced picket design adds traditional charm to your home
- View More Details

Nominal panel height (ft.): **4 ft**

3 ft | **4 ft**

Pickup at Ft Pierce Delivering to 34947

Ship to Store
Jul 8 - Jul 9
142 available
FREE

Delivery
Tuesday, Jul 9
142 available
FREE

Get Expert Fence Installation

A local pro will take care of the job for you

☐ Request a free consultation

ⓘ What to Expect

- 1 + Add to Cart

PayPal

Pay in 4 interest-free payments of $26.09 with PayPal. Learn more

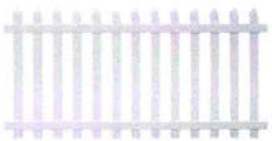
Free & Easy Returns In Store or Online

Return this item within **90 days** of purchase. Read Return Policy

Fence Courtyard

Live Chat

Feedback







Shop the Veranda Glendale 4 ft. H x 8 ft. H Pointed Picket Fence Bundle

Total Price for 5 items

$295.49

View Bundle

Product Details

Specifications

Dimensions

Actual panel height (in.)	44 in
Actual panel thickness (in.)	1.5 in
Actual panel width (in.)	91.875 in
Nominal panel height (ft.)	4 ft
Nominal panel width (ft.)	8 ft

Details

Color Family	White
Color/Finish	White
Contact Type Allowed	Above Ground
Features	UV Protected
Fencing Installation Type	No Dig
Fencing Product Type	Vinyl Fence Panels

Includes	Rails
Material	Vinyl
Nominal panel thickness (in.)	1.5 in
Number of pickets for panels	13
Number of rails for panels	2
Panel Assembly	Unassembled Panel
Panel Design	Spaced Picket
Panel Top Shape	Flat
Picket Top Style	Pointed
Product Weight (lb.)	20 lb
Returnable	90-Day

Warranty / Certifications

Manufacturer Warranty	Limited Lifetime

Fence Centyard

How can we improve our product information? Provide feedback.

Questions & Answers

159 Questions

Customer Reviews

4.3 out of 5 ★★★★½ (166)

Live Chat
Feedback

... / Lumber & Composites / Decking / Deck Boards / Composite D Internet # 310569119 Model # RH010616E2G01
Store SKU # 1004642367

$41 57

Product Details Specifications Questions & Answers Customer Reviews

Rocky Harbor Grooved Edge Grey Composite Deck Board

★ (341) Questions & Answers (591)









Balcony Decking
Deer
Facade

Share Print

new card.
Apply for a Home Depot Consumer Card

- Rocky Harbor adds sandy undertones to rustic slate grey
- Simple installation; no specialty tools necessary
- High-performance shell is fade, stain, scratch and mold resistant
- View More Details

Color/Finish: Rocky Harbor- Grooved

Nominal Product Length (ft.): 16 ft

12 ft | 16 ft | 20 ft

Need a closer look?

Order Sample for $6.99

Order Sample

Unavailable at Ft Pierce Delivering to 34947

Pickup Nearby	Delivery
Tomorrow	Tomorrow
In stock 37.2 mi away	136 available
FREE	

Delivery Details

Get it as soon as tomorrow. Schedule your delivery in checkout.

- 1 + Add to Cart

Frequently Bought Together

CURRENT ITEM

Select Best Seller ♡ | Select ♡ | Select ♡ | Select ♡ | Select ♡ | Select ♡

Dimensions

Actual Product Length (ft.)	16 ft	**Actual Product Thickness (in.)**	0.94 in
Actual Product Width (in.)	5.5 in	**Approximate Weight (lb)**	31
Nominal Product Length (ft.)	16 ft	**Nominal Product Thickness (in.)**	1
Nominal Product Width (in.)	5.5 in		

Details

Color Family	Gray	**Color/Finish**	Rocky Harbor- Groo\
Edge Type	Grooved	**Fastener recommendation**	Trex Hideaway Hidde Fasteners
Features	Hidden Fasteners Compatibility, UV Protected	**Material**	Composite
Total Linear Feet Covered	16		

Decking Balcony Rear Facade

https://www.homedepot.com/p/Trex-Enhance-Naturals-1-in-x-6-in-x-16-ft-Rocky-Harbor-Grooved-Edge-Grey-Composite-Deck-Board-RH010616E2G0...

 Internet # 202084783 Model # 73003989 Store SKU # 725

$106.00

Product Details | Specifications | Questions & Answers | Customer Reviews

Traditional 8 ft. x 36 in. (Actual Size: 92 x 33 1/4" in.) White PolyComposite Vinyl Rail Kit without Brackets

(868) Questions & Answers (643)

Railing Balcony











Rear Facade

Share Print

Pay $81.00 after $25 OFF your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Railing actual size: 92 in. L x 33-1/4 in. H
- Outdoor railing resists warping and mold unlike other composites
- Railing kit requires assembly
- View More Details

Product Height x Width (in.): 33 in x 92 in

33 in x 92 in | 36 in x 72 in

Pickup at Ft Pierce | Delivering to 34947

Ship to Store	Delivery
Jul 8 - Jul 11	Jul 5 - Jul 8
17,210 available	17,210 available
FREE	

- 1 +

Free & Easy Returns In Store or Online

Return this item within 90 days of purchase. Read Return Policy

$106^{00}

Add 0 items to Cart

Product Details

Specifications

Dimensions: H 33.25 in, W 92 in, D 4.063 in

Dimensions

Picket Spacing (in.)	1.375	**Product Depth (in.)**	4.063 in
Product Height (in.)	33.25 in	**Product Width (in.)**	92 in

Details

Baluster Rails per Panel	18	**Color Family**	White
Features	No Additional Features	**Includes**	No Additional Items Included
Interior/Exterior	Exterior	**Material**	Vinyl
Post Rails per Panel	2	**Product Weight (lb.)**	26.56 lb
Railing Type	Railing Kit	**Returnable**	90-Day
Stair Part Type	Preassembled Railing	**Structural/ornamental**	Structural

Railing Balcony Rear Facade

360 Checking

Available balance

$172,477.78

Account Info

Current balance
$172,477.78

Account number
[redacted]

Routing number
[redacted]

Primary account holder
Kris A Einstein

Primary debit card number
N/A

Secondary account holder
Christopher D Gardner

Secondary debit card number

Ownership type
Joint

Account type
360 Checking

Interest

Current APY ⓘ
0.10%

View Current Terms & Conditions

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Why we should be selected:

Our Building was used in the picture on the cover of the Grant's Overview paperwork, so that says something. :) On serious note - we have done a lot of research on our building (back to the days before it housed Western Union & Montgomery Ward's Sales Order Office) & are keeping it as original as possible while bringing the front entrances up to ADA compliance & current building codes. We also are using design elements found on other buildings to keep it cohesive with neighboring downtown buildings. Some improvements, like properly draining the courtyard & bigger/more gutters, will help prevent/fix flooding during heavy rains (we are downhill of other properties). Repairing the fence wall, replacing the fence & repairing gate, along with new landscaping in the courtyard will not only be more attractive (vs blight), but then our tenants &/or their clients can enjoy it more so. Plus, it will be safer ie help keep the homeless (& others) from coming in to sleep there at night. By doing the repairs and improvements, the building will become more energy efficient since the front is the plate glass & the windows & doors are from 30+ years ago, providing no insulation and are not safe, nor up to code. All of the projects will help with the longevity of the building - our building is in relatively great shape because of the care we put into it & properly maintain it. We are constantly updating it and only use quality materials. These projects will help with the building's overall longevity.

Lower Level Commercial spaces' entrances will be ADA complaint. Courtyard will not be blighted/eye sore. Tenants will have more space to "entertain" their clients. Not a lot of downtown salons (our current clients), if any, have outdoor spaces they can use for clients. The building will look "fresh" while maintaining its historic character, only adding beauty to the downtown.

How this project meets the goals & Objectives of the FPRA Plan

1) Our building is shown on page 37-39 of the FPRA's Redevelopment Plan.

2) Historic Preservation (pg 90) - our building is on the local historic registry & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come, plus, with it having ADA compliant entrances, more people will be able to enjoy the building & more potential clients for our current & future tenants.

From Questions on pg 103:

#9's answer - 5. Improve community aesthetics (e.g. landscaping, façade, architecture, etc.)

Below are excerpts from the FPRA Plan that our project incorporates/addresses.

GOAL The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

GOAL The Fort Pierce Redevelopment Agency shall support the City's efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.

GOAL The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.

Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities.

207-209 Orange Avenue

(Updated July 28, 2024)

Desired Improvements:

The estimates for the desired improvements to our FRONT façade & roof total over $120,000.00, but are for multiple projects. Since the Grant is maxed to matching $25,000, we were not exactly sure how this works/best way to approach this. We decided to list all the projects and their estimated costs to complete, then together, we can figure out the best way to complete these projects.

We would like to complete Projects 1-3 under this Grant in the allotted time, which total over $70k, not including architectural fees. (& use Project #4 & #5 as an alternate, if that is allowed).

We are including the costs for the Roof Replacement (Project #4) & Roll Down Hurricane Screen or Shutter (Project #5), but we would rather focus on Projects 1-3, which we can complete a lot faster (especially being in hurricane season). Ie, we would not look to replace the roof until after hurricane season, most likely not until January 2025 due to our schedule. However, if for some reason Projects 1-3 (or aspects of them) are not approved, and we somehow fall under the total cost of $50k, we would like Project # 4 & 5 to be considered. This will allow us to maximize the grant, which in turn will allow us to make the biggest impact.

Note: We did look into applying for the separate Paint & Sign Grants, but the Paint Grant states, *"Properties that have previously been awarded financial assistance from the FPRA within the five years are not eligible for this program."* (I believe the word "last" is missing.) We were not sure if this is the same for the Sign Grant. For now, we are keeping everything under the Façade Grant, but would be happy to separate our touchup painting & signage if applying for those grants would not hurt our Façade Grant Application.

Essentially, we just do not want to over commit ourselves with all 5 projects since this is a Historic Building and there are a lot of moving parts, approvals needed plus we have to coordinate with our tenants – we want to ensure we can complete the projects within the required timeframe. We also want to be fiscally responsible as well. With this being a reimbursable grant, we prefer to not to commit ourselves to spending $100k ***before*** being reimbursed $25k. While we intend to complete all the projects (& then some), we rather not tie one or two of the projects into this grant which will allow us to spend less (min $50k) before being reimbursed the $25k. This would also allow us to start making other necessary required improvements.

For example, we intend to make some NECESSARY improvements to the back façade and courtyard of our building starting in August 2024, which are NOT covered by this grant, and are estimated to cost an additional ~$17k. This would include fixing the cement wall around the property (which cracked/separated on one side), replacing the wood fencing on top of the cement wall, new frame for gate, fix the drainage issue, replace 1 window, replace 3 doors & 2 locks, replace/add light fixtures by the doors, landscaping and add new security cameras. (I am including pictures of the current condition and the renderings, which were included in our original application, so you can see what our plans are. **Note:** We tabled adding the upper decking/balcony for now because we are looking into bringing our interior rear steps up to code, which could interfere with the deck).

In closing, we are excited that this grant is available because as many of you know, ADA accessibility is very important to us. We have been wanting to redo the front of our building to make it ADA compliant for a few years now, but it is an expensive capital investment where we most likely will not see a ROI until we sell the building & just could not justify the cost when we had many other necessary improvements needing to be completed. At the end of the day, these historical buildings are expensive to maintain, let alone bring up to code, and there is only so much money you can put towards these improvements when overall rental income is a little on the lower side. THANK YOU for providing this grant!! This grant will allow us to keep improving our building while maintaining affordable rents = Win-Win for patrons, tenants, our building and its future!

P.S. It was very flattering to see our building in the picture for the Façade Grant Overview! Hopefully we can continue to be an inspiration! 😊

Thank you, again!

Project #1:

Touch Up Painting: Estimated Cost: $1,300.00

- The upper part of building that faces US 1, needs to be repainted – fix issue causing rust & repaint.

Project #2:

Front Façade (*Part 1*) – Estimated Cost ~$12,867.30 *(does not include architect fees)*

Upper Level

- Add Flower Boxes to all 4 Windows
- Add 1 Sign Bracket (in center of building & below window boxes) for up to 2 store fronts advertise. This is not in the conceptual picture (it was hard to incorporate it with the palm tree). We did include a picture of the bracket with sketches.
- Add Hurricane Colonial Shutters on the windows
    - The outer 2 windows would have shutter on both sides & the 2 windows in the center of the building would have a slightly larger shutter on just the outside of each window, which would be a bifold, that when opened would extend across the entire window.
        - Our windows were manufactured in the 2nd quarter of 2008 (over 18 years ago). Not a very high DP for today's standards & have "ANSI Specific instruction testing and certification of safety glazing products, 2004 edition."

Lower Level

- Add security cameras, replace 1 ring video doorbell & add 1 new ring video doorbell for tenant's main door.
    - We have been having a lot of issues downtown, we would like to add 2 cameras facing in front of our building on orange avenue & 2 facing inside alcove, this would cover all blind spots we currently have.
        - We do not mind installing 2 more facing down orange avenue, away from our building to give even more coverage (we would need to increase camera cost). The police know we have a ring camera and come to us whenever there is an issue asking to see out footage since there is no good camera coverage currently in this section.

Project #3:

Front Façade (*Part 2*) – Estimated Cost: ~$56,136.95 *(does not include architect fees)*

Lower Level

Make the 3 entrances ADA Compliant

- Replace Tile on the Ground in Alcove
- Remove all tile on store fronts, including tiles with addresses above the doors
    - The tiles with the address are not original. Originally, all 3 doors had transoms above them, which were covered up during one of the renovations. The transom above door #3 was removed many years ago to install an AC Unit in its place.
- Replace Doors with ones that are ADA Compliant
    - Doors with either be full glass or ½ - ¾ glass fronts to allow for a mail slot (since we are having issues with mailboxes being broken into & vandalized).
        - If space allows, we will add decorative molding below the glass.
            - For reference –if we do ½ - ¾ glass doors, they will be "similar style" to the doors on the building directly across the street, ie Sunrise City Café (except ours will be single) – *Picture for reference is included in packet.*
- Have transoms above all 3 doors (which were in the earliest pictures that we have of the building)
    - Add the street address #s back on the transoms

        - This is how they were in the early pictures of the building, except # 209, which its # was added to the trim below the transom/above the door, due to the transom being removed to install the AC unit.
- Replace the Plate Glass – Updated from our original application - We were able to find a company that has windows that are the same size we currently have, that meet the building code & looks like we can rework the front where we can keep the same size glass and add ADA doors. If for some reason we cannot & we have to reduce the window size (to allow for wider doors & to line up properly with interior spaces), then we would go with our alternate option.
    - *Alternate Option:* Reduce overall size of windows somewhat and add a transom above. We will keep the windows as large as possible.
- Add decorative molding below windows
- Stucco/Paint/finish the alcove the same color as the columns and building trim (which is Cameo White).

Project #4:

New Roof: Estimated Cost: $28,000.00

- This if for brand new roof, not roof repair.
- The roof was last replaced in 2004 after a hurricane ripped it off (it is 20 years old & has issues – maybe due to the urgency of replacing it). Currently, there are a lot of soft spots and when the "new additions" were added to the building on the back (I believe 1st addition was ~1953 & other section ~1963), they are lower than the main building and during extremely heavy rains, water sometimes leaks into the building where the "old" & "new" additions meet. (Several roofers have tried to identify the issue, but with all the layers/patchwork over the years, including prior to us purchasing the building in late 2017, they really can't. The only way to resolve it is when a new roof is installed, they can fix the slopes & properly seal everything during the process).

Project #5:

Front Façade (*Part 3*) – Estimated Cost: ~$13,611.47 - $15,340.60

Lower Level – Install Roll Down Hurricane Screen or Shutters over Alcove

- *While we were talking with the hurricane shutter company, they recommended installing a roll down screen or shutter for the alcove area. We are still investigating this but wanted to include it as an alternative option. We are looking into the pros & cons of the screens vs shutters. Ie shutters are a lot more durable and cannot be cut, but we have design challenges with our center columns and the display glass to the far right where shutters might not be possible.*
- Add roll down hurricane screen or shutters to protect the Plate Glass Windows. We plan to redo the lower front façade (Project #3), but are considering putting this in 1st to help protect our windows asap since we most likely will not be able to start on the front Façade remodel until the end of the hurricane season, weather depending. The current plate glass windows are from the 1980s & will most likely not survive a strong storm. Yes, we are putting in impact windows in the remodel, but the roll down screen or shutters would give an extra layer of protection from the storms immediately (& future) PLUS prevention/deterrence from general damage/vandalism.
    - During block parties, we will be able to lower it to prevent people from coming in & sitting on our ledges/leaning against the glass, prevent glass breakage, leaving drinks behind (which they do now).
    - Deter overall damage/theft of break-ins
        - There have been several plate glass windows & doors broken downtown during events & robberies.
    - Prevent the home challenged from hanging out underneath the alcove at night.
        - There have been issues with defecation in alcoves & entry ways.
        - We do not plan to lower them every night, but we would have that option when there is a potential issue.

- Design:
    - The top would be mounted ~ 14"-16" above the alcove. That way, when the screen or shutter is rolled up, it will be flush with the bottom of the building.

- The metal for the casing along the top and the tracks down the side would be painted the same color as the building to blend in.
- We would have to remove the mailbox on the left of the building (which we own) & we really are not using it due to the break-ins.
  - The General Postmaster said even if they re-keyed it/put in new cylinders, that would not fix the issue since the Master Key would open new locks.
- The track running down both sides of the building would stick off the building ~ 4" (which is a lot shallower than the mailbox).
  - This is so when the wind blows & the screen "gives" a little, it will not blow into the display glass on the far right & both would need to clear the columns at the top.
- The screen or shutter that rolls down would be white.

Proposed Timeline once Approved by FPRA:

We understand that the Project needs to be started within 6 months of the FPRA Board's approval and completed within 12 months of Building Permit Issuance. Below is the preliminary timeline for Project #1-5.

Project #1 - Touch Up Painting: – Start within 30 days of receiving FPRA's Notice of Approval since no Historical approval (COA) is needed (paint color is not changing.)

Project #2 – Front Façade PART 1 (Upper & Lower Level) – Lower Level – (Security Cameras) we can start right away since there are no permits or Historical Board approval required. The Upper Level will require at a minimum Historical Approval (COA) for the Shutters, Window Boxes & Signage:

- Architect's design & drawings to be completed in ~ 30 days from FPRA Approval Notice on those items that require them (this is based on our Architect's current workload)
- Once the Architect's drawings are complete, we will immediately submit them to Maria Lewicka in the Planning Department for Historical review & approval.
  - We already had a "preliminary" talk with Maria about our ideas and plan to send her our conceptual drawings and desired changes the same time we submit the FPRA Façade Grant Application so we can keep moving forward & limit any possible delays in that aspect.
    - If Maria cannot do an administrative approval & we need to go in front of the Historic Preservation Board for approval – that could take 30-45 days to be added as an Agenda Item.
- Once we are approved, whether administratively or via the Historic Board, then the plans will be immediately submitted to the Building Department for review.
  - If the Historic Board requires any changes, then that could add more time to allow the Architect to update drawings and then be added back to the Historical Board as an Agenda Item.
- Once the Building Plans are approved, then we plan to start right away.
  - We will have to wait until the plans are approved to coordinate with the Contractor & Subs to see when they can schedule our work, plus current delivery time for shutters & window boxes once approved by FPRA.

Project #3 - Front Façade PART 2 (Lower Level) – ADA Compliance

- This will require Historical Approval (COA).
- We plan to follow essentially the same timeline as Project #2 for the Upper Façade as far as approvals.
- We will have to wait until the plans are approved by Historical & then Building Dept to coordinate with the Contractor & Subs to see when they can schedule our work, plus current delivery time for windows & supplies once all is approved.
- We will also have to coordinate with our tenants.
- But we plan to complete the projects well within the 12 months of the Building Permit Issuance. (unless any force majeure or act of God occurs, which could affect the timeline).

Timeline for alternate Project #4 & 5

Project #4 - New Roof

- Roofing company would submit for Building Permits ~November 2024, so we can begin work in January 2025.

Project #5 – Front Façade PART 3 (Lower Level)

Roll Down Hurricane Screen or Shutters for Alcove

- This would require Historical Approval (COA). We plan to send renderings to Maria at the same time we submit this updated FPRA narrative to see if this would need to go in front of the Historical Board or if she can administratively approve it.
    - We are considering having this installed right away, but if it proves to be too difficult or takes too long for approval, then we will most likely table it/remove it from the Grant to allow us to focus on and allocate funds to other projects.


207 1/2
207
209

Conceptual Front (preferred)
w/ storefront windows staying the same size as they currently are



- Signage not shown b/c palm tree in way.
- Mailbox Removed
- Darker purple "frame" is Roll Down Shutter/Shade encasement + track.

Conceptual Front (Backup)
W/ storefront windows slightly smaller than they are
Currently + Transom above windows





Conceptual - Preferred
with storefront windows
staying the same size as
they currently are.



Conceptual - Backup

W/ storefront windows slightly smaller than they are currently + transoms above windows

ESTIMATE

DATE
July 23, 2024

ESTIMATE NO
24-8071(A)

Campbell Construction
2200 Campbell Cove Trail
DeLeon Springs, FL 32130
386-527-9727
mbc.construction@gmail.com
License Number: CBC1252939

ESTIMATE TO:
Jetset Events
207 Orange Ave, Suite A
Fort Pierce, FL 34950
386-302-9510
trips@entertainair.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MC	Krissy E	Payment Schedule to be given once Projects and Schedule are Identified with 25% due at time of signing contract.	Net 15 Upon Acceptance

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Project - Front Facade (Lower Level)			
1	New Windows & Doors for lower level, to remain the same size (see quote) - See estimate by Wright's	42,491.95	$42,491.95
1	3 Locks, Replace Tile on Ground (in alcove), Stucco Repair, Paint, Sign Bracket & Installation (does not include Tenants' signs) - includes removal of old doors, tiles, windows, fixtures; prep work required for new products to be installed & installation of new Products.	15,145.00	$15,145.00
1	4 Security Cameras (Ring) with solar panels and 2 Video Doorbells (Ring) including installation - See Amazon for Breakdown	2,138.00	$2,138.00
Project - Front Facade (Upper Level)			
4	Window Boxes (including installation)	500	$2,000.00

Project - Painting Small Section of Side Facade

1	Touch up paint on the upper side of the building (facing west). Includes fixing issue that is causing rust to drip down the side of building.	1,300	$1,300.00

(Optional) Installation of Hurricane Roller Shutter - Nautilus System

1	Normal Installation (barring any additional/ unforeseen work required)	2,500	$2,500.00

Misc Fees

1	Architect Fees	6,600	$6,600.00

This estimate is valid for 15 days.

Per Client's request, permit fees are not included.

Subtotal	$72,174.95
Total	$72,174.95

Pg 2 of 2

Storefront windows + Full Glass DOORS.

WRIGHT'S
IMPACT WINDOW & DOOR
Protect your home the Wright way

Corporate Office & Showroom
7816 S Dixie Highway
West Palm Beach, Fl 33405
Office 561-588-7353 Fax 561-588-7354
www.wrightswindow.com License # CBC1262617

PROPOSAL

Customer Information

Chris Gardner 207 Orange Ave. Fort Pierce FL 34950	(386) 337-5576 supplier@entertainair.com	**Date: 07/18/2024** Product Specialist: Pete La Spina (201) 961-3752 pete@wrightswindow.com

Put simply, our installation teams are trained to install all our products 'The Wright Way'. We use premium products and installation techniques to ensure maximum protection



THE WRIGHT WAY

- We will cover the floors with heavy duty drop cloths, cardboard and paper
- Cover furniture with plastic
- Take special care to your landscape
- Take special care to avoid damage to alarm systems, tiles and sills
- Use the highest quality installation products
- Use only the highest quality adhesive, waterproofing and caulking materials to avoid drying, cracking, deterioration and discoloration

Section 1: Custom Proposal

Section 2: Payment & Warranty

Section 3: Next Steps

Notes:

****ALL DOOR WILL HAVE CLOSERS AND PANIC HARDWARE

This space intentionally left blank

Section 1: Custom Proposal

THE WRIGHT WAY

PERMITTING COSTS INCLUDED

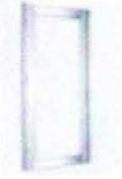
PREMIUM INSTALLATION MATERIALS

WARRANTY INCLUDED

Selected Package	Tinted Mid Rise (4-7 Floor Bldg)
Total Windows	7
Total Doors & Sidelites	3

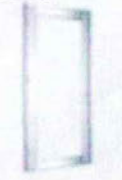
Scope of Work

1 Entry



Type	French Doors - 1 Panel	**Brand**	Tinted Commercial 9000
Quantity	1	**Size**	38 x 80
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish		**Hardware**	Upgrade (Handle Below)UPGRADE - Ladder Pulls

2 Entry



Type	French Doors - 1 Panel	**Brand**	Tinted Commercial 9000
Quantity	1	**Size**	38 x 80
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish		**Hardware**	Upgrade (Handle Below)UPGRADE - Ladder Pulls

1 Entry



Type	French Doors - 1 Panel	**Brand**	Tinted Commercial 9000
Quantity	1	**Size**	38 x 80
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish		**Hardware**	Upgrade (Handle Below)UPGRADE - Ladder Pulls

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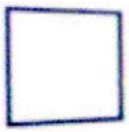
leadtodigital.com 2.17.6

4 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	36 x 24
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Notes
Above door

5 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	36 x 24
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Notes
Above door

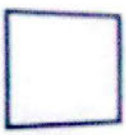
6 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	36 x 24
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Notes
Above door

7 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	71 x 89
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

8 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	87 x 88
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

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9 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	52 x 89
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

10 Entry



Type	Windows - Storefront	**Brand**	Tinted Commercial 8000
Quantity	1	**Size**	26 x 89
Glass Type	Laminated	**Glass Finish**	Gray Tint
Frame Type	Aluminum Kynar Blend 2604 White Finish	**Screens**	Not Included
Frame Finish			

Additional Labor & Material

Engineering - Site Specific Engineering / Project / Per 15 Openings	(1)
Standard Mulls [89" 2x4] -	(2)

Notes

Notes:

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Section 2: Payment & Warranty

OPTION 1: Cash

Payment Method	E-Check
MSRP	$53,645.05
Corporate Discount	-$11,153.10
Project Total:	$42,491.95
Deposit Terms	50% Deposit

OPTION 2: Finance

Estimated Monthly Payment	$0.00



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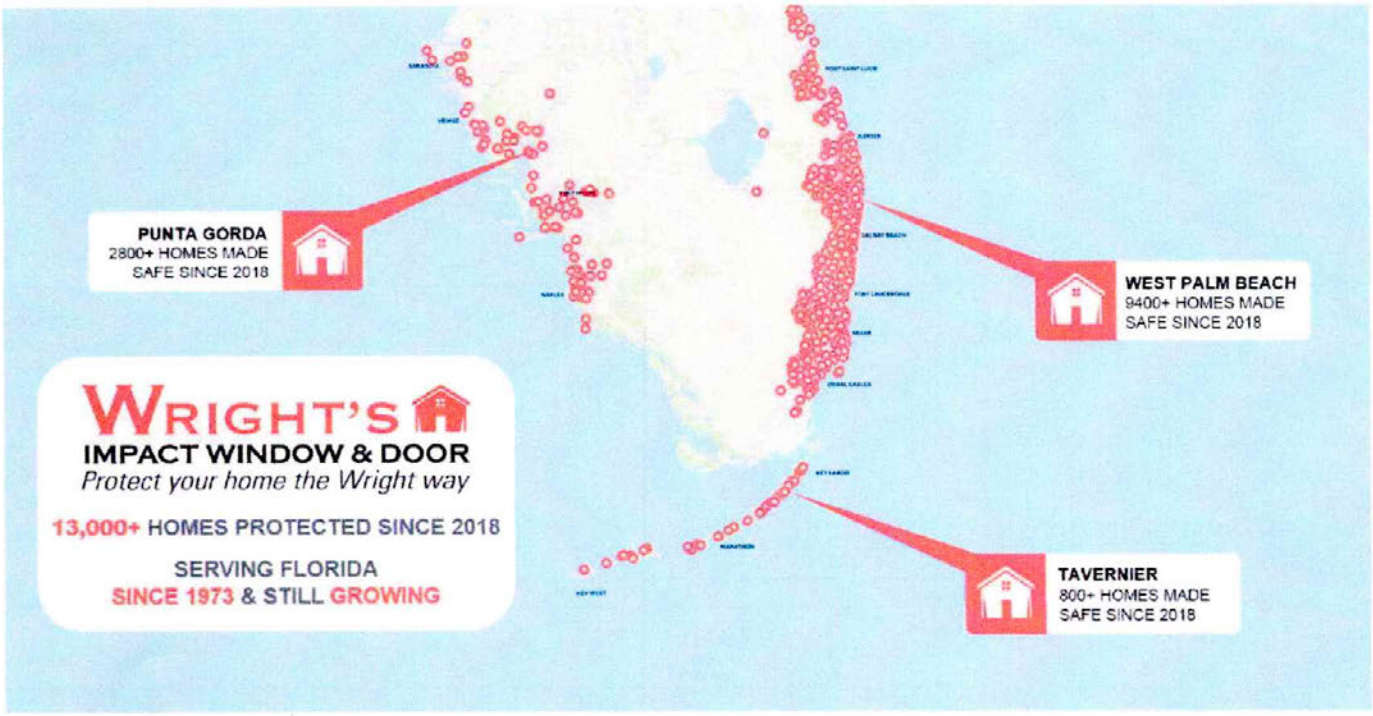
Section 3: Next Steps

Please feel free to contact me or my manager to request changes or for a final agreement.

Proposal Valid For	30 Days
Product Specialist	Pete La Spina
Direct Phone Number	(201) 961-3752
Email	pete@wrightswindow.com
Office Phone Number	(561) 588-7353



LICENSED & INSURED CBC1262617 · Florida dbpr · OSHA CERTIFIED · ACCREDITED BUSINESS BBB A+ Rating · Wrights Impact Window & Door 4.5 Average Rating

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Amazon Security Cameras + Ring Doorbells

Checkout (23 items)

1 Shipping address

kris

Change

Add delivery instructions

FREE pickup available nearby
List • 0.4 mi (See details)
Change to pickup

2 Payment method

Paying wit

Change

Billing addres

^ Add a gift card or promotion code or voucher

Enter code | Apply

3 Review items and shipping

Choose Amazon Day Delivery to get **6% back** on eligible items in this order using your **Prime Visa**.

Arriving Jul 26, 2024 If you order in the next 15 minutes and 31 seconds (Details)
Items shipped from Amazon.com



Ring Stick Up Cam Pro, Battery | Two-Way Talk with Audio+, 3D Motion Detection with Bird's Eye Zones, and 1080p HDR Video & Color Night Vision (2023 release), White
$179.99
& FREE Returns
Qty: 4
Sold by: Amazon.com Services, Inc
Add gift options
By placing your order, you agree to all of the terms found here.

Choose your Prime delivery option:
- ○ **Tomorrow, Jul 25 and Friday, Jul 26**
  FREE Delivery
- ◉ **Friday, Jul 26**
  FREE Delivery in fewer trips to your address
- ○ **Thursday, Aug 1**
  FREE Amazon Day Delivery
  Fewer boxes, fewer trips.

Change delivery day
Get **6% back** on eligible items using your **Prime Visa**. Details

S Searching



Ring Wedge Kit Video Doorbell 3, Video Doorbell 3 Plus, Video Doorbell 4, Battery Doorbell Plus, Battery Doorbell Pro
$19.99
& FREE Returns
Qty: 2
Sold by: Amazon.com Services, Inc
Add gift options
By placing your order, you agree to all of the terms found here.

Place your order

By placing your order, you agree to Amazon's privacy notice and conditions of use.

You also agree to all of the terms linked below each Amazon device found in your Shipment details.

Order Summary

Items (23):	$1,579.77
Shipping & handling:	$0.00
Buy more, save 4%:	-$2.40
Total before tax:	$1,577.37
Estimated tax to be collected:	$110.44
Order total:	**$1,687.81**

Qualifying offers:
- Buy more, save 4%

How are shipping costs calculated?

Prime shipping benefits have been applied to your order.

$1687.81
Materials
+$500
Installation

Searching



Ring Wall Mount for Solar Panels and Cams - White

$19.99

& FREE Returns

Qty: 4

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching



Ring Charging Station for Quick Release Battery Packs

$29.99

& FREE Returns

Qty: 1

Sold by: Amazon.com Services, Inc

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose **Ship in Amazon packaging.**

Ship in Amazon packaging

By placing your order, you agree to all of the terms found here.

Searching



Ring No-Drill Mount for Ring Video Doorbell 3, Video Doorbell 3 Plus, Video Doorbell 4, Battery Doorbell Plus, Battery Doorbell Pro

$19.99

& FREE Returns

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching



Ring 10 ft USB-C Extension Cable for USB-C Solar Panels and Cameras - White I Compatible with Solar Panel, Small Solar Panel, Stick Up Cam Pro, Spotlight Cam Plus, Spotlight Cam Pro.

$19.99

& FREE Returns

Qty: 4

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching



Ring Rechargeable Quick Release Battery Pack

$34.99

& FREE Returns

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Searching



All-new Ring Battery Doorbell Pro | Two-Way Talk with Audio+, 3D Motion Detection, and 1536p HD+ Head-to-Toe Video (2024 release)

$229.99

& FREE Returns

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

By placing your order, you agree to all of the terms found here.

Pay in 5 monthly payments of $46.00 per item

Searching



Solar Panel Charger for Ring Doorbell Compatible with Ring Video Doorbell 2 (not for 2nd), Doorbell 3, Video Doorbell 3+, Doorbell 4 Plus, Eufy Doorbell 2K Camera Solar Panel Cable Cord

$29.99

& FREE Returns

Qty: 2

Sold by: YQQCA

See order summary for discounts applied

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose **Ship in Amazon packaging.**

Ship in Amazon packaging

Searching

Place your order

Order total: $1,687.81

By placing your order, you agree to Amazon's privacy notice and conditions of use.

You also agree to all of the terms linked below each Amazon device found in your Shipment details.

*Why has sales tax been applied? See tax and seller information.

Need help? Check our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's Returns Policy.

Need to add more items to your order? Continue shopping on the Amazon.com homepage.

STORM SMART®
CGC1519801

Proposal #27409

Kris Einstein

207 Orange Ave

Fort Pierce, FL 34950

07/25/2024

Rolldown Screen Hurricane $15,340.60

+ Colonial Hurricane Shutters $7229.30
incl Installation

Storm Smart • Pinellas • North Port • Fort Myers • Naples • West Palm Beach • The Keys • StormSmart.com

Pg 1 of 6

STORM SMART

Proposal Date: 07/25/2024

License # CGC1519801

Homeowner Information:

Kris Einstein

trips@entertainair.com

386-302-9510

Sales Representative Information:

Rick Berchiolly

rberchiolly@stormsmart.com

239-689-7583

Jobsite Address:

207 Orange Ave

Fort Pierce, FL 34950

Project Total: $23,247.00, Deposit: $11,623.50
(including fees)

Additional Notes / Summary:

4 Other

Florida state sales tax and county surtax is included in the price of items considered personal property.

Approximate Delivery for just shutters and screens: 10-12 weeks, Approximate Delivery for just windows and doors: 20-22 weeks

Approximate Delivery for Bahama shutters, colonial shutters, and Panels: 8-10 weeks, Approximate Delivery for combination projects: 12-22 weeks

Quote is honored for 30 days.

pg 2 of 6

Product Summary

Opening Number	Line Item Name	Product Type Name	Buck Width (inches)	Buck Height (inches)	Manual or Motorized System	Price after all discounts
1	1 Entry	Rolldown Screen	311	120	Motorized	$15,340.60
2	2 Upstairs Front Middle	Colonial Shutters	84	63		$3,601.36
3	3 Upstairs Front Left	Colonial Shutters	36	63		$1,813.97
4	4 Upstairs Front Right	Colonial Shutters	36	63		$1,813.97

Hurricane Shutters for WINDOWS on upper level of front facade

$22,569.90 total

Rolldown Screen - $15,340.60 USD

Colonial Shutters - $7229.30

22,569.90 USD

pg 3 of 6.

1 Entry

1 x $15,340.60

Options

Description:	*Rolldown Screen*
Opening Number:	*1*
Hood Location:	*As high as possible*
Buck Width (inches):	*311*
Buck Height (inches):	*120*
Mount Location:	*Outside*
Buildout Required:	*Yes*
Build In or Out:	*Build Out*
Build Out Side:	*Left and Right Sides*
Left Clearance Out:	*2 Inches*
Right Clearance Out:	*2 Inches*
Screen Type:	*Storm Catcher*
Manual or Motorized System:	*Motorized*
Remote or Switched Motor:	*Remote Motor*
Motor Override:	*Yes*
Motor System:	*Standard*
Mitering Required:	*No*
Wind Brace Needed:	*Yes*
Sales Order Notes:	*Customer will relocate Mailbox on left side of opening*
Screen Color:	*White*
Luff Tape Color:	*White*
Track Color:	*White*
Bottom Bar Color:	*White*
Rolldown Hood Color:	*White*



Colonial Shutters

2 Upstairs Front Middle

1 x $3,601.36

Options

Description:	*Colonial Shutters*
Opening Number:	*2*
Install Floor:	*2nd*
Install Tier:	*Special Equipment*
Buck Width (inches):	*84*
Buck Height (inches):	*63*
Colonial Shutter Type:	*Bifold*
Colonial Color:	*White*



Colonial Shutters

3 Upstairs Front Left

1 x $1,813.97

Options

Description:	*Colonial Shutters*
Opening Number:	*3*
Install Floor:	*2nd*
Install Tier:	*Special Equipment*
Buck Width (inches):	*36*
Buck Height (inches):	*63*
Colonial Shutter Type:	*Single Panel*
Colonial Color:	*White*

pg 4066

Colonial Shutters

4 Upstairs Front Right

1 x $1,813.97

Options

Description:	*Colonial Shutters*
Opening Number:	*4*
Install Floor:	*2nd*
Install Tier:	*Special Equipment*
Buck Width (inches):	*36*
Buck Height (inches):	*63*
Colonial Shutter Type:	*Single Panel*
Colonial Color:	*White*

pg 5 of 6

Additional Project Details

Permit & Engineering Fees:	*Permit & Engineering Fees*	1 x $677.10
	Package Price:	$23,247.00
	Deposit:	-$11,623.50
	Balance:	$11,623.50

PS 6096

Roll Down Shutter - Nautilus

Open Everyday From 9:00 AM - 6:00PM

Toll-Free (800) 772-9096 | Local / WhatsApp (561) 210-5944

FIRST ALERT
HURRICANE SHUTTERS
WINDOWS & WHOLESALE

Home About Us Order Online Serv

		Product	Price	Quantity	Subtotal
×		Roll Shutters Roll Shutter Type: Nautilus End Retention (Compact Box Housing) Color Choice: White Opening Type: Other Opening Width (In Inches): 311 Opening Height (In Inches): 120 FSF: 259.16666666667 Operation: Motorized (R/C w/Remote) ($290.00) Track Anchor Holes (1/4 Inch): Punch Holes 6" On Center Hardware (Color Matching): include When your order is ready would you like to: Have it Shipped Roll Shutter Type - Nautilus End Retention (Compact Box Housing): Qty: 1, Price: $9,835.38 Basic Price - FSF: Qty: 1, Price: $259.17 Total: $10,384.55	$10,384.55	1	$10,384.55

Coupon c Apply coupon Update cart

Alternate Project #5

Cart totals

Subtotal	$10,384.55
Tax	$726.92
Total	**$11,111.47**

Proceed to checkout

+ Installation
~ $2,500 estimated
+ Architectural Drawings

360 Checking

Available balance

[redacted]

Account Info

Current balance

[redacted]

Account number
[redacted]

Routing number
[redacted]

Primary account holder
Kris A Einstein

Primary debit card number
N/A

Secondary account holder
Christopher D Gardner

Secondary debit card number

Ownership type
Joint

Account type
360 Checking

Interest

Current APY ⓘ
0.10%

View Current Terms & Conditions

Funds

We have other bank accounts if you need to see more avail funds. I am just very uncomfortable providing some financial info since this will become public.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	MIRIAM GARCIA, REDEVELOPMENT SPECIALIST
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	207 ORANGE AVE - COMM FACADE SECOND AGREEMENT
CAO RLS FILE:	RLS 25-285
DATE:	AUGUST 27, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Second Amendment for the Commercial Façade Grant Agreement for 207 Orange Avenue. Provided for review were a Resolution and Second Amendment. Both documents, as drafted are approved as to form and correctness.

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

Thank you.
SH

FPRA Regular Meeting - 5:05 PM **8. H.**

Meeting Date: September 9, 2025

Re: Review and Accept Fiscal Year 2026 FPRA Operating Budget and Capital Improvement Plan

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Review and Accept Fiscal Year 2026 FPRA Operating Budget and Capital Improvement Plan

Attachments

FY26 Operating Budget

Presentation

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
	Total Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
Licenses and Permits					
329 50	Demolition Permits	$0	$4,553	$0	$0
329 50	Lot Clearing Permits	3,869	2,412	2,500	0
	Total Licenses and Permits	$ 3,869	$ 6,965	$ 2,500	$ 0
Intergovernmental					
343 91	Admin Charge - Liens	$ 2,306	$ 2,300	$ 0	$ 2,300
347 54	Marina Dockage	5,189	0	5,000	5,000
384 90	Other Grants	0	0	0	0
	Total Intergovernmental	$ 7,494	$ 2,300	$ 5,000	$ 7,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 3,953	$ 5,893	$ 500	$ 500
362 14	Leases	374,415	372,618	350,000	370,000
363 10	Liens	32,362	21,132	1,000	1,000
366 90	Other Contributions/Donations	0	0	0	0
369 31	Reimburse of Expenditures	2,245	0	500	0
369 40	Reimburse - Contract Services	0	0	0	0
369 44	Reimburse - Utility Authority	0	0	0	0
369 45	Sale of Surplus Land	0	10,518	0	0
369 90	Other Misc. Revenues	0	0	500	0
	Total Miscellaneous Revenues	$ 412,974	$ 410,161	$ 352,500	$ 371,500
Transfers					
	Transfer from General Fund	$ 0	$ 120,915	$ 0	$ 0
	Transfer from Police Grants Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 120,915	$ 0	$ 0
	Total Revenues	**$ 9,816,324**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**
Fund Balance Appropriation		(2,333,348)	0	0	0
	TOTAL RESOURCES	**$ 7,482,976**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	15,000
3190	Consultant Fees	11,775	3,000	250,000	100,000
3200	Accounting & Auditing	8,000	8,000	9,540	8,000
3440	Demolition	0	0	0	0
3468	Marina Operation	0	0	0	0
3490	Contractual Fees	285,405	493,745	695,000	800,000
4020	Travel & Education	8,615	2,769	20,000	0
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	500	500
4310	Utilities	31,939	35,837	40,000	40,000
4410	Equipment Rental	0	0	0	0
4430	Land Lease	120,296	122,633	125,000	125,000
4510	Insurance	64,199	196,670	200,000	225,000
4620	Site Maintenance	98,533	653,042	125,000	75,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	1,226	457	0	0
4720	Outside Printing	0	0	0	2,000
4810	Advertising	851	2,412	5,000	1,000
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	177,495	181,000	186,500
4980	Contingency	0	0	248,759	1,298,106
4985	Real Estate Taxes	37,064	40,206	45,000	50,000
4990	Miscellaneous Expenses	45	19,593	0	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	0	0	0	1,000
5410	Books, Pubs, Subscriptions & Mbrshp	2,670	475	5,000	0
	Total Operating Expense	$ 845,618	$ 1,756,333	$ 1,949,799	$ 2,927,106
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	46,327	0	390,583	150,000
6310	Roads & Bridges	145,752	0	350,000	1,000,000
6320	Other improvements	209,726	201,726	788,252	825,000
6410	Office Equip & Machinery	122,673	0	0	0
6440	Office Equip & Machinery/Vehicle	47,000	0	0	0
	Total Capital Outlay	$ 571,479	$ 201,726	$ 1,528,835	$ 1,975,000

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Other Programs & Projects					
8340	Other Grants & Aids	$ 136,965	$ 155,076	$ 997,671	$ 450,000
8347	School Resorce Officers	350,060	494,642	1,015,000	350,000
8348	Community Policing	0	0	0	500,000
8392	Youth Activities	26,000	0	100,000	100,000
	Total Programs & Projects	$ 513,026	$ 649,718	$ 2,112,671	$ 1,400,000
Transfers					
90 01	General-Debt Service/(2019A)	$ 2,065,500	$ 2,065,500	$ 2,056,950	$ 2,063,925
9118	Debt Service 2015A	1,621,440	1,622,400	1,622,080	1,625,480
9120	Debt Service 2020B2-Land	150,264	0	0	0
9120	Debt Service 2021	829,200	836,000	836,600	831,200
9166	Sunrise Theatre	450,000	500,000	500,000	500,000
9167	General	168,484	1,813,575	2,000,000	2,226,900
9184	Special Revenue Fund	267,966	1,153,019	0	0
9188	HUD Grants	0	0	0	0
9189	Police Grants/FPRA	0	0	990,602	1,104,514
	Total Transfers	$ 5,552,854	$ 7,990,494	$ 8,006,232	$ 8,352,019
	TOTAL APPROPRIATIONS	**$ 7,482,976**	**$ 10,598,271**	**$ 13,597,537**	**$ 14,654,125**

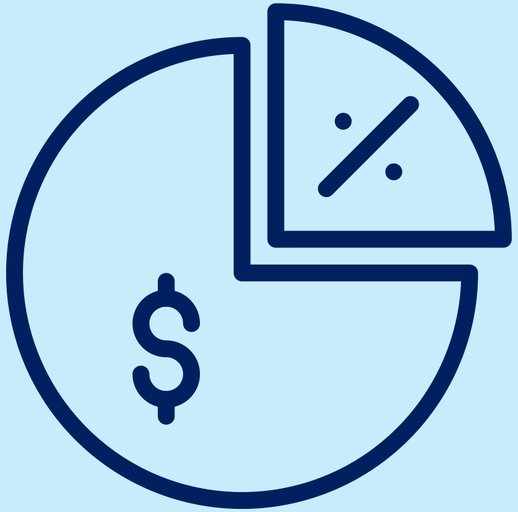
FORT PIERCE REDEVELOPMENT AGENCY

Capital Improvement Plan

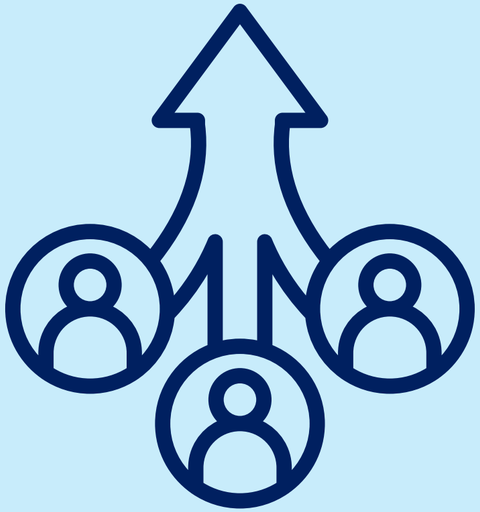
Fiscal Year 2026



Purpose & Overview



Present FY 2026 Budget Priorities



Align investments with Redevelopmnet Plan Goals

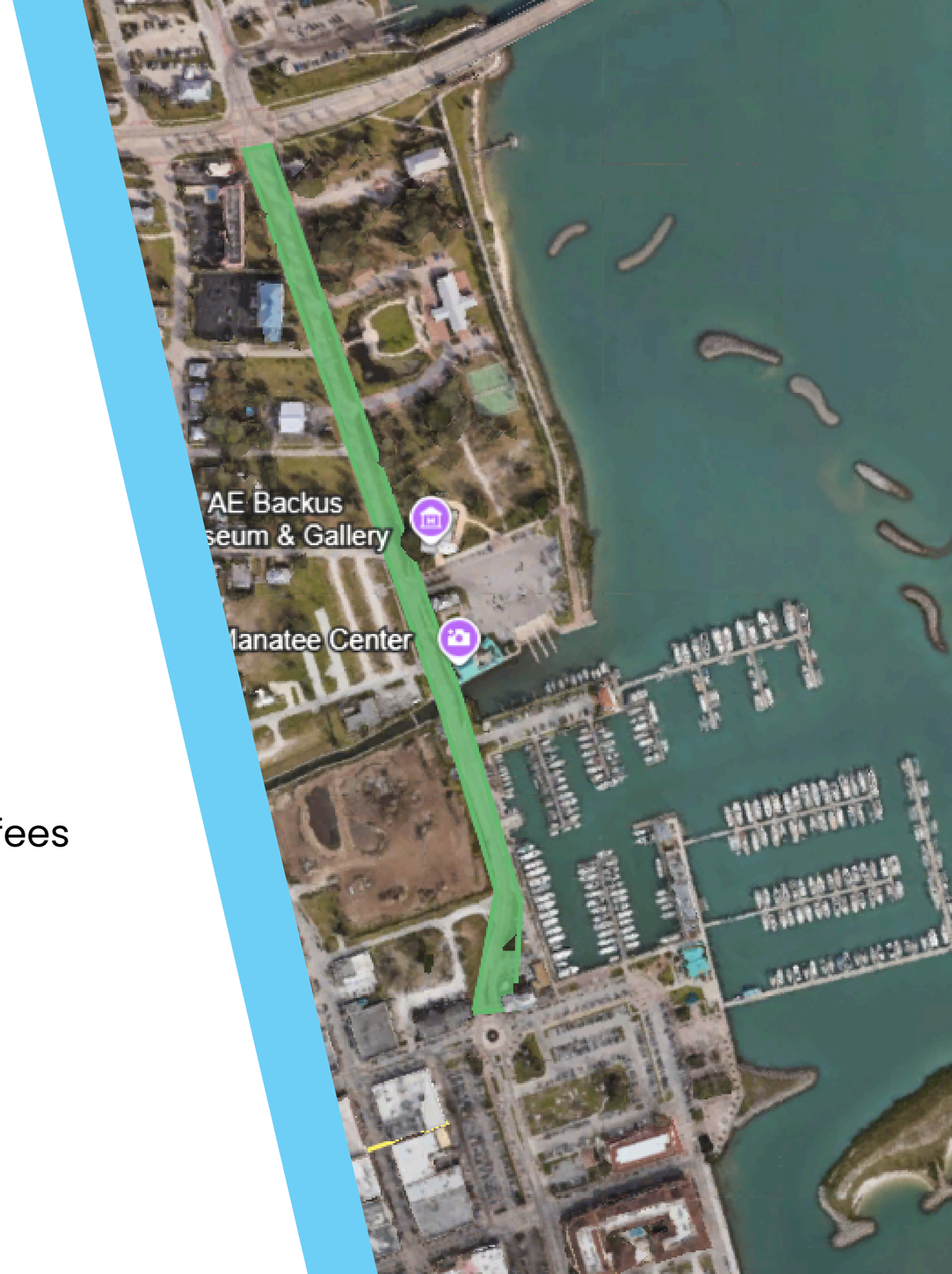


Improve infrastructure, art, public safety and economic development

Indian River Drive Reconstruction

$3,000,000 | Goals 15, 16, 17 | Policies: 15.1, 16.1

- Complete reconstruction of roadway and bridge
- Add on-street parking and pedestrian safety features
- Funded in part by State Grant, surtax dollars, and impact fees
- Catalytic investment to support future develoment



Depot Drive Enhancements

$200,000 | Goals 15, 16 | Policies 15.1, 16.1, 16.2

- Improves parking and pedestrian connectivity
- Supports better traffic flow and beautifies unsightly area
- FY2026 funding covers design phase





Peacock Arts District Parking Lot

$373,000 | Goals 12, 20 | Policies 12.5, 20.6

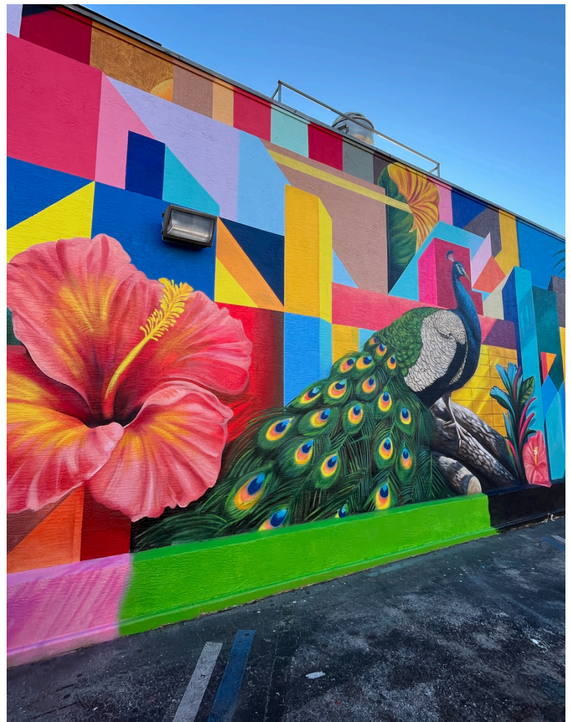
- Enhances parking lot at 7th Street & Orange Avenue
- Adds public art, landscaping, and pedestrian improvements
- Supports activation of surrounding businesses and art sites
- Expands Peacock Arts District's visual identity

Mural Program Expansion

$100,000 | Goals 11, 12 | Policies 11.3



- Expands mural program beyond the Peacock Arts District
- Builds on successful installations
- Promotes civic pride and creative placemaking and beautifies our corridors

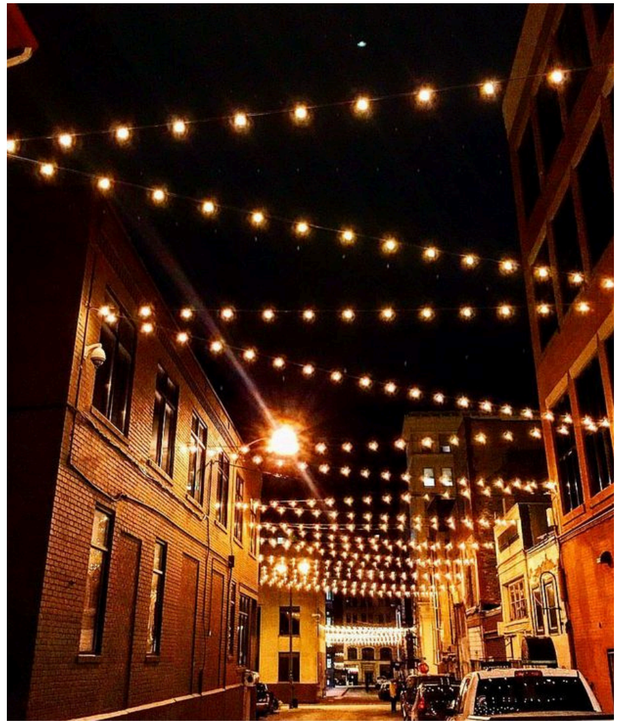












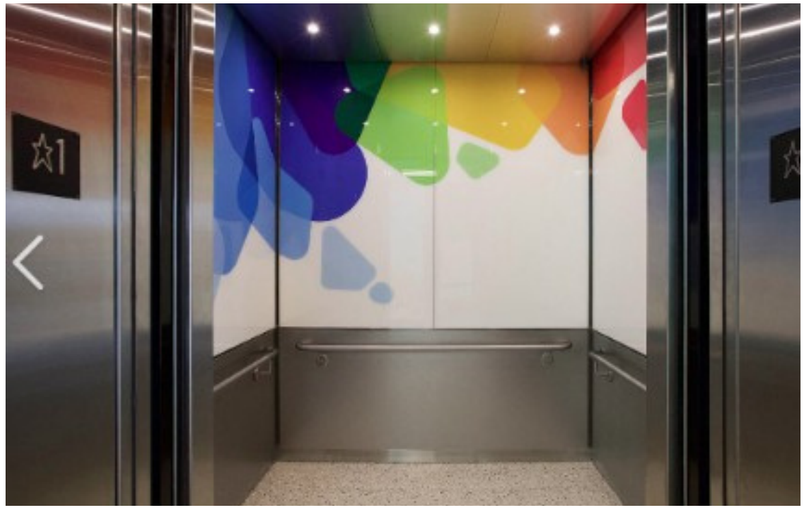
Alleyway Beautification and Activation

$100,000 | Goal 15, 20 | Policies 15.1, 20.6

- Enhances key downtown alleyways used for pedestrian circulation
- Adds lighting, public art, and safety enhancements
- Improves visitor experience from parking lots
- Supports activiation of underutilized public space











Sunrise Center Elevators

$50,000 | Goal 11 | Policy 11.3

- Installs custom-designed elevator wraps in Sunrise Center parking garage elevators.
- Transform a tired, utilitarian space into something vibrant and inviting
- Builds continuity, between parking and ultimate destination.

Marina Square

$100,000 | Goals 15, 16, 17, 18 | Policies 15.1, 16.1, 16.2, 17.1, 18.3

- Transitioning from conceptual design to detail design, engineering, permitting for public space enhancements.
- This phase prepares project for future construction funding.









Jaycee Park Improvements

$227,000 | Goal 20 | Policies 20.3, 20.6

- Mural installation on water tanks
- Replacement of existing pavilion roofs
- Installation of new shade structure over the playground
- Enhances aesthetics, comfort and usability of a popular waterfront park



Dreamland Park

$100,000 | Goal 20 | Policies 20.3, 20.6

- Funds design of a reimagined Dreamland Park
- Engages youth and families in the design process
- Lays groundwork for future construction and grant funding





Harbour Pointe Park

$500,000 | Goal 8, 20 | Policies 8.1, 20.3

- Partnership with St. Lucie County
- FPRA contribution in FY 2026 supports pre-construction activities
- Fulfills Interlocal Agreement for Waterway Projects
- Enhances public access to water and critical need for additional boat ramps and trailer parking

River Walk Improvements

$50,000 | Goals 20, 15 | Policies 20.6, 15.1

- Adds public amenities along the waterfront - swings, banners
- Supports walkability and casual recreation
- Complements larger downtown and waterfront revitalization efforts









Historic Marker Signs

$25,000 | Goal 10, 13 | Policy 10.4

- Replaces outdated historic markers with new content and designs
- Complements new wayfinding signage recently installed
- Supports cultural tourism and neighborhood storytelling
- Reinforces sense of place and district identity







Trash Compactors

$200,000 | Goal 17, 18, 20 | Policies 20.3, 20.6

- Replace open cans with solar-powered trash compactors
- Includes paired recycling bins for better waste diversion
- Reduces litter and prevents overflowing garbage
- Improves street appearance







Percy Peek Gymnasium

$100,000 | Goal 14 | Policies 12.5, 14.1

- Building system upgrades and maintenance
- Improve pedestrian access
- Supports long-term facility enhancement

Other Programs and Services

Fiscal Year 2026





Grant Programs

Goal 7, 9 | Policy 7.1

Commercial Façade Improvement Grant – $100,000

Enhances curb appeal and revitalizes corridors

Commercial Sign Grant – $50,000

Supports updated signage

Paint Program– $150,000

Exploring paying vendors directly

NEW: Demolition Grant – $100,000

Removes blighted structures

**CRAAC Recommendation*

NEW: Small Business Support Grant – $50,000

Helps local entrepreneurs launch or expand



Freebee Expansion Continuation

$600,000 | Goals 15 | Policies 15.1

- Continues seasonal microtransit expansion through FY 2026
- Improves wait times
- Supports access to businesses, events and destinations
- High public use and strong feedback since initial launch



Special Assigned Duty Details

$500,000 | Goal 23 | Policies: 23.1, 23.3, 14.2

- Funds dedicated to police details for Jetty Park, Downtown, and 25th Street
- Provides visible, proactive safety presence in high-traffic areas
- Reinforces a safe, welcoming environment for residents and visitors
- $118,000 reserved for additional coverage or expanded patrols

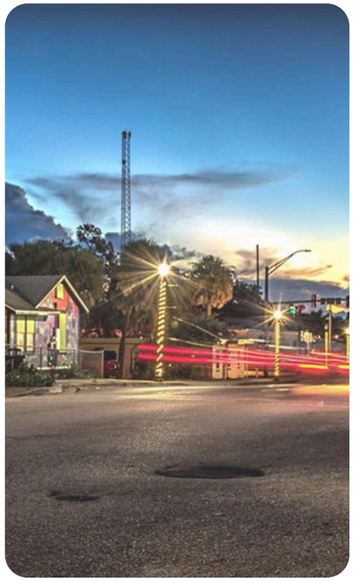
Projects in Progress

ONGOING PROJECTS CONTINUING INTO FY 26

The following initiatives are already underway and span multiple fiscal years.
They are not reflected in the FY2026 budget but remain strategic priorities.



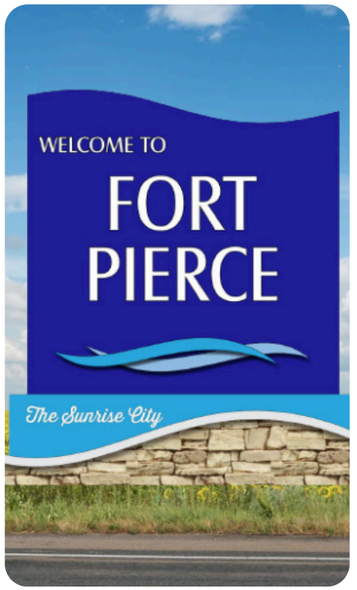
Old St. Anastasia Master Plan



Lincoln Park Master Plan



Festival Street



Gateway Signage



Avenue O Street Trees



Avenue D Reconstruction

FPRA 5-Year CIP

PROJECT NAME	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL PROJECT COST
Harbour Pointe Park Boat Ramp	$500,000	$500,000	$500,000	$500,000		$2,000,000
Percy Peek Gymnasium Improvements	$100,000					$100,000
Jetty Park West	$0	$855,000				$855,000
Depot Drive Improvements	$200,000	$500,000	$1,500,000	$1,000,000		$3,200,000
Festival Street	$0	$500,000	$500,000	$500,000	$500,000	$2,000,000
River Walk Enhancement	$150,000					$150,000
Marina Square Redevelopment	$100,000	$2,000,000	$1,000,000	$1,000,000	$1,000,000	$5,100,000
Old St. Anastasia Redevelopment	$0	$150,000		$3,500,000	$1,000,000	$4,650,000
Trash Compactors	$200,000					$200,000
PAD Parking Improvements	$373,000					$373,000
Jaycee Park Improvements	$227,000					$227,000
Historic Marker Signs	$25,000					$25,000
Moore's Creek Connectivity	$0				$250,000	$250,000
Marina Park Promenade	$0		$75,000			$75,000
Downtown Streetscape	$0	$275,000				$275,000
Alleyway Beautification Project	$100,000					$250,000
Sunrise Event Center	$0	$1,655,647				$1,655,647
	$1,975,000	$6,435,647	$3,575,000	$6,500,000	$2,750,000	$21,385,647

FPRA Regular Meeting - 5:05 PM **9. A.**

Meeting Date: September 9, 2025

Re: September 2025 FPRA Programs & Activities Summary

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

September 2025 FPRA Programs & Activities Summary

Attachments

September 2025 FPRA Programs & Activities Summary

FPRA Programs & Activities Summary

SEPTEMBER 2025



FPRA FORT PIERCE
REDEVELOPMENT AGENCY



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Wayfinding	07 - 09	Commercial Facade Grant Program	21
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Downtown Festival Street	13	Freebee	23-25
Old St. Anastasia	14-15	Sunrise Theatre	26
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FPRA MURAL PROGRAM

The two selected mural projects officially began on August 18, artists Jesse Jentzen (130 N. 2nd Street – Sailfish) and Hannah Lorra (601 Atlantic Avenue – Project Lift) began painting their respective murals.

Both murals have since been completed, and the response has been overwhelmingly positive, not only from the community but also from the property owners, who are very pleased with the results.
The addition of these vibrant works of art has brought new energy, happiness, and color to the area, demonstrating the positive impact of public art within the FPRA District.



130 N. 2nd Street



601 Atlantic Avenue

With these two projects successfully completed, staff is already looking ahead to the expansion of the mural program for Fiscal Year 2026.

FPRA MURAL PROGRAM

Currents of Florida: Life Below the Surface by Jesse Jentzen











City of Fort Pierce
3h ·

Nikki Luce
Absolutely stunning artwork that truly captures the vibrant marine life of Florida - the colors, the movement, the beauty... it's all just so perfectly brought to life in this mural 🌟

1h Like Reply 1

Darlene Hamscher Perdue
I love our murals!!!

2h Like Reply 2

Laurie Speranza Paradyse
I already posted earlier. But this Artist is award worthy🖌️🎨 thank you for this beautiful reminder of why we love the Fort and all the beauty that surrounds us. We are truly blessed to live on the water, in the water or very near the water. This artist is another reason to love where we live...thank you.🐟🏄‍♀️🐬⛵🎨🖌️

1h Like Reply 1

Carrie Wees-Williamson
This is absolutely amazing❣️ my granddaughter attends to Lindsay school of arts in the Peacock art district area and we are truly blessed to have the artist around Fort Pierce that we do💖 congratulations Jesse this is a masterpiece😀

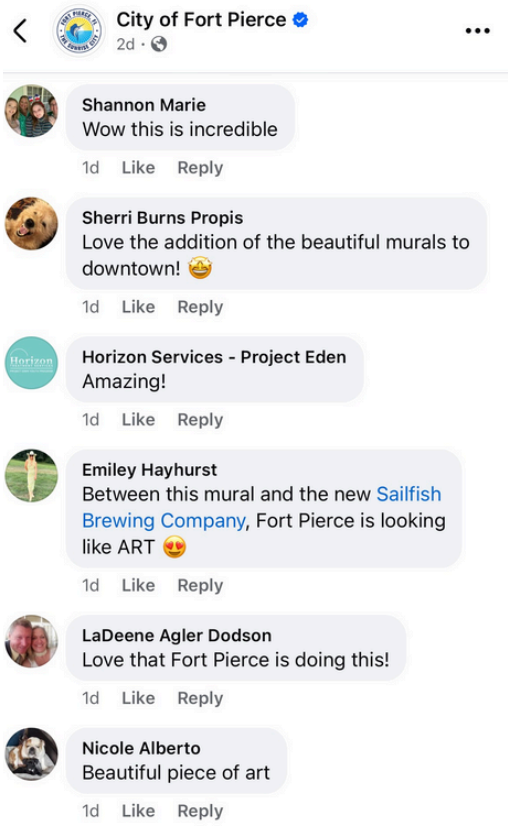
Write a comment...

FPRA MURAL PROGRAM

Forging Futures by Hannah Lorra







City of Fort Pierce
2d

Shannon Marie
Wow this is incredible
1d Like Reply

Sherri Burns Propis
Love the addition of the beautiful murals to downtown! 🤩
1d Like Reply

Horizon Services - Project Eden
Amazing!
1d Like Reply

Emiley Hayhurst
Between this mural and the new Sailfish Brewing Company, Fort Pierce is looking like ART 😍
1d Like Reply

LaDeene Agler Dodson
Love that Fort Pierce is doing this!
1d Like Reply

Nicole Alberto
Beautiful piece of art
1d Like Reply



SUNRISE THEATRE MURAL

A community-wide poll, hosted through SurveyMonkey for just over two weeks, closed on August 28 with over 2,000 votes cast. The winning design selected by the community is by the artist **Brian Peterson**, whose vision brings the magic of the stage outdoors with a radiant sunrise, musicians, dancers, and performers that celebrate the creativity and spirit of the performing arts. The design will energize downtown, inspire young artists, and honor the Sunrise Theatre as a cultural landmark in Fort Pierce.





FPRA FORT PIERCE REDEVELOPMENT AGENCY

WAYFINDING

Comprehensive Sign Program

All signs are officially up! The installation of all wayfinding signs, district brand signs, and parking signs throughout the FPRA district is now complete.
From guiding visitors with clear navigation, to showcasing our district brand, to making parking easier to find, this project has transformed the look and feel of the FPRA area.

This initiative marks a major step forward in unifying the look and feel of the FPRA district while making it easier for residents and visitors to explore everything Fort Pierce has to offer.

Wayfinding Signs













WAYFINDING

Comprehensive Sign Program

District Brand Signs











GATEWAY ENTRANCE SIGNS

Production Update

The Gateway entrance signs are officially in production, and they're already looking incredible! FDOT permitting is underway and we are excited to see this project coming to fruition.







MARINA SQUARE

Downtown Park Conceptual Design Update

After months of preparation, community engagement, and stakeholder interviews, the 5.9-acre Downtown Park Conceptual Design is now ready to be presented to the FPRA Board at the September 9 meeting.

The key takeaways from the engagement process were:

- Markets and events are the cornerstone of Marina Square
- There is a strong desire for a flexible, multigenerational park
- Infrastructure should support active use, not just form
- The park should strengthen its natural and educational identity
- Parking remains a critical need

The intent of the design is to activate the waterfront and Indian River Drive, create flexible spaces that connect people to the marina, and strengthen ties between downtown businesses and the riverfront.

As part of the vision, a new Marina Square logo was created through an online survey. The design represents the area's defining elements: water, mangroves, sunrise, and wildlife.

Marina Square
FORT PIERCE

Imagine Fort Pierce's waterfront as the city's commons: open lawns for picnics, a plaza alive with markets and music, and shady groves for quiet reflection. Marina Square brings all of this together, anchored by a riverfront promenade that links the heartbeat of downtown to the beauty of the Indian River.





FPRA FORT PIERCE REDEVELOPMENT AGENCY

MARINA SQUARE





MARINA SQUARE

Marina Square
FORT PIERCE

1. WATERFRONT PROMENADE
2. CITY TRAM STOPS (2)
3. STORMWATER SWALE
4. SCULPTURE PLAZA
5. HISTORIC GAZEBO
6. VENDOR COLONNADE
7. SUNKEN LAWN AND TERRACES
8. DOWNTOWN CROSSWALK
9. SPLASH PAD
10. INFORMATION CENTER OR VENDOR
11. ADA PARKING
12. MARINA SERVICE AREA
13. EVENT STAGE
14. OPEN LAWN
15. MARINA LOADING ZONE
16. MARINA DOCK
17. PALM GROVE
18. SWING SET
19. SHOWCASE GARDENS
20. DISCOVERY PLAYGROUND
21. DISCOVER DECKS
22. EDUCATIONAL SIGNAGE
23. PUBLIC PARKING
24. VALET PARKING DROP OFF
25. DOG PARK
26. SERVICE AREA FOR RESTROOMS AND VENDOR

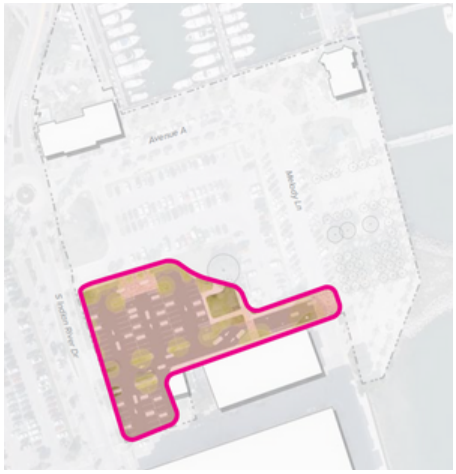


Phased Construction Approach

Phase 1: Establish parking and southern access. Markets remain along the water, with crafts moving along the parking lot and Melody Lane.

Phase 2: Complete parking lot and establish central park and plaza. Markets remain along the water, with crafts located near the parking lot and Melody Lane.

Phase 3: Complete central park and plaza. All vendor events shift to the new plaza and colonnade.







FPRA FORT PIERCE REDEVELOPMENT AGENCY

DOWNTOWN FESTIVAL STREET

2nd Street Redevelopment

The 2nd Street Redevelopment will transform the space from a traditional roadway into a vibrant, versatile space. Key objectives of the project include:

- **Designing a versatile space that supports both vehicle traffic and pedestrian-friendly events.**
- **Enhancing the visual appeal with landscaping, street furniture, and decorative lighting.**
- **Creating an inviting environment that encourages community interaction and attracts visitors.**
- **Ensuring accessibility and safety for all users, including pedestrians and vendors.**

Following the recent August 1st Friday Fest event, EXP conducted a successful community outreach initiative that provided meaningful opportunities for engagement with residents and stakeholders. Through these conversations, we gathered valuable feedback and insights that reflect the community's priorities, aspirations, and overall vision for the future of 2nd Street.

As the project advances into the 30% Design Phase, EXP remains committed to integrating this community input into the planning and design process. Concurrently, EXP team continues to collaborate with subcontractors who are finalizing the comprehensive evaluation of the project's geographic area. This evaluation will serve as a critical foundation for ensuring that design solutions are context-sensitive, technically sound, and aligned with both community values and long-term development goals.





OLD ST. ANASTASIA

Master Plan

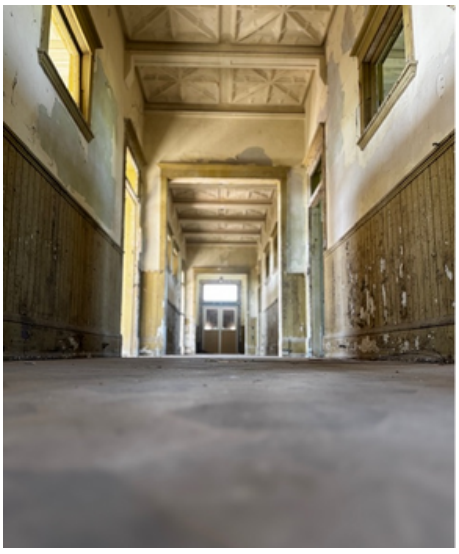
With approvals from both the FPRA Board and City Commission, a Specific Authorization was executed with consultant Cotleur & Hearing to develop a comprehensive master plan for the historic Old St. Anastasia building and surrounding parcels. **This effort includes community engagement, feasibility analysis, historic preservation planning, and conceptual development for three key parcels.**







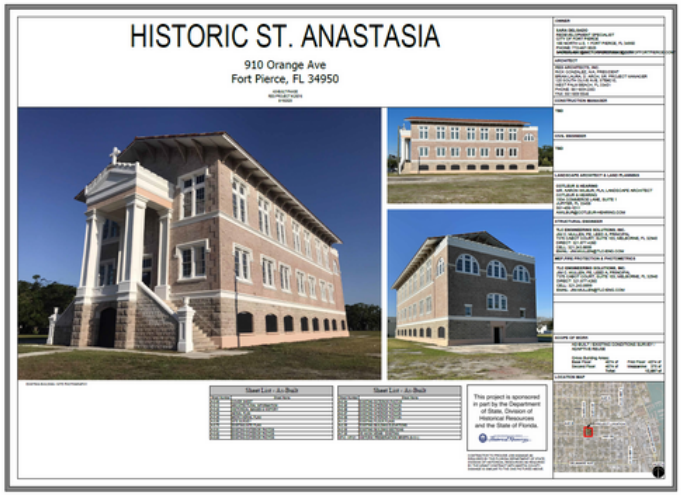


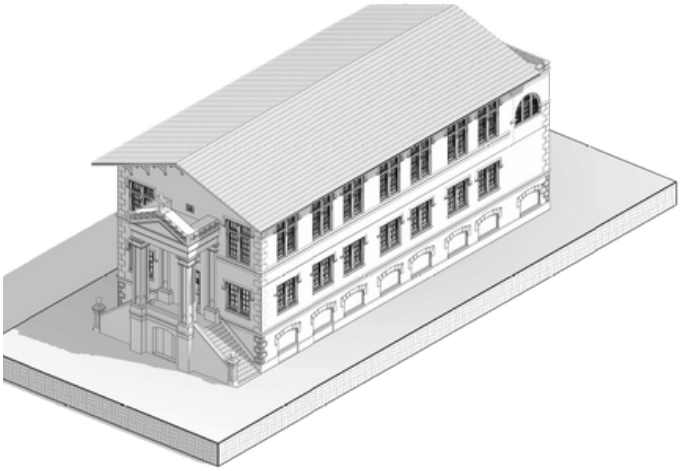


OLD ST. ANASTASIA

Master Plan

REG Architects has prepared a working draft of the As-Built Plans, which are now in circulation for review. Concurrently, a working base map has been developed, and roll plots are being prepared to initiate the concept design and master planning process.





Public outreach efforts have also progressed. A draft digital survey is anticipated to be ready for review in September, serving as the initial step in gathering community input to help inform the master plan.

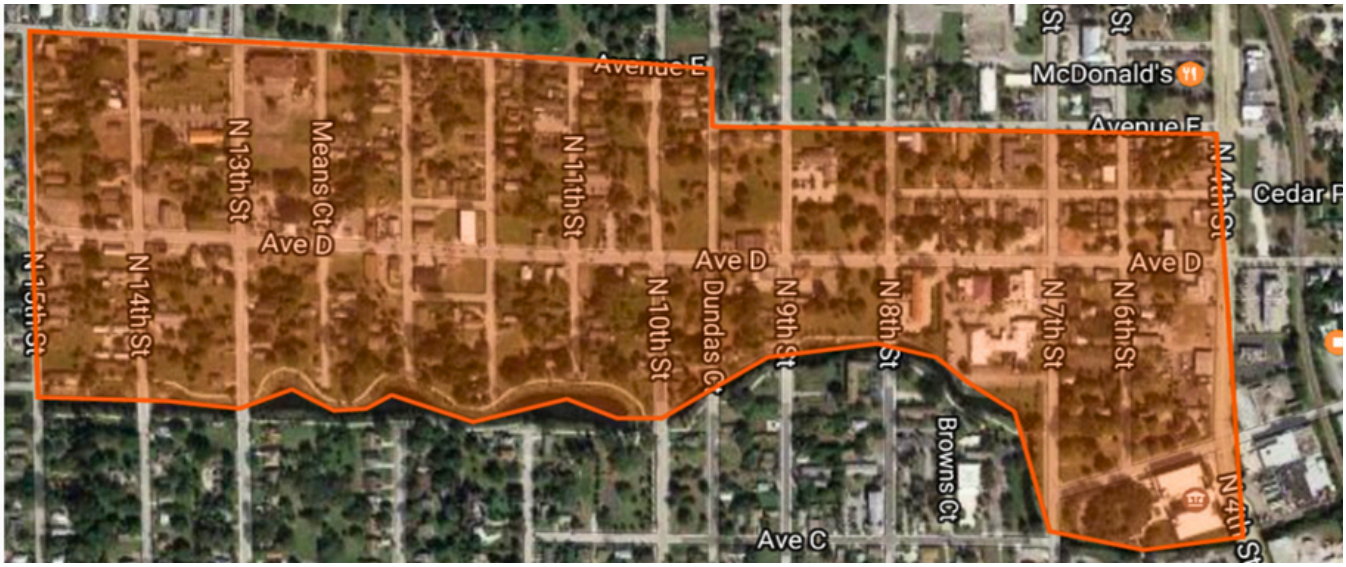


LINCOLN PARK

Master Plan

Treasure Coast Regional Planning Council (TCRPC) is developing a community-led master plan for Lincoln Park, with a focus on housing, business growth, and revitalizing Avenue D as the neighborhood's historic corridor.

The TCRPC team will conduct up to 30 stakeholder interviews, engaging members of the FPRA Board, Planning and Zoning Board, FPRA and City staff, property owners, investors, residents, and representatives from other public agencies. In addition, TCRPC will establish a community working group to assist with workshop logistics and help identify interview participants.







HIGHWAYMEN MUSEUM

A Celebration of Art and Legacy

During the July meetings of the Fort Pierce Redevelopment Agency and the City Commission, the final four change orders for the Highwaymen Museum renovation were officially approved. These updates include leveling the second floor, constructing a dumpster enclosure, and expanding the parking lot redesign to address elevation issues and prevent water intrusion into the facility. The revised parking lot plans have been approved by Historic Preservation in the Planning Department and are currently under review by the Building Department.

Additionally, renowned artist Anita Prentice has completed four cement mosaic benches, each featuring imagery inspired by the iconic artwork of the Highwaymen—adding a vibrant touch of local history and cultural homage to the museum grounds. Once the exterior work has been completed, the benches will be placed along a meandering paver brick path underneath a huge oak tree.







PARKING INFRASTRUCTURE

1200 Avenue D & Means Ct.

Construction of the Avenue D parking lot is now complete. All permeable pavers have been installed, landscaping is in place, including the addition of two centrally located live oak trees and the final site amenities have been added. The customized bike rack and bench have now been installed and make a great addition to the lot, providing both functionality and aesthetic value.

This new parking lot is a valuable asset to the Lincoln Park area, significantly improving accessibility and convenience for visitors. Its prime location is directly in front of the Police Substation and the Highwaymen Museum, making it especially impactful, elevating the experience for museum guests and contributing positively to the surrounding community.









FPRA FORT PIERCE REDEVELOPMENT AGENCY

PARKING INFRASTRUCTURE

JCPenney Parking Lot

As part of the ongoing improvements to the downtown Fort Pierce parking lot, several key enhancements that began in June are moving steadily toward completion:

- **Dumpster Enclosure Installation: Although originally scheduled to begin in early June, the installation faced unforeseen sizing challenges. Excavation work has been completed, and reinforcing steel has been set in place to support the enclosure's construction. Once installed, the new dumpster enclosure will offer a cleaner, more organized, and visually consistent waste management solution for the area.**

- **Sod Installation: Sod has been successfully installed, significantly improving the lot's appearance and contributing to a more inviting atmosphere.**

These upgrades reflect continued efforts to create a cleaner, more welcoming, and well-organized public space in the heart of Fort Pierce.



87 parking spaces and 6 ADA



Delaware Ave. & 33rd St. Intersection Improvements

We are pleased to announce upcoming enhancements coming to the intersection of Delaware Avenue and 33rd Street. 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 engineering design consultant, Kimley-Horn Associates, is moving forward with the preparation of the 90% design plan submittal.

STREETLIGHT POLE BANNER PROGRAM

Youth Banner Art Showcase

The Youth Banner Art Showcase is still underway, and the submission window has been extended through **Friday, October 10, 2025**, giving even more students the opportunity to participate in this creative community initiative. Launched on May 5, 2025, the annual Youth Banner Art Showcase invites K–12 students who reside in the City of Fort Pierce or are currently enrolled in Fort Pierce schools to submit original banner designs celebrating the city's identity and pride.

Students are encouraged to submit original banner designs inspired by one of the following themes:

- Fort Pierce Landmarks
- Arts & Culture
- Nature/Scenic Beauty

DEADLINE:
FRIDAY, OCTOBER 10



Students and families are encouraged to scan the QR code to learn more and to apply.

Each student may submit one entry, and selected designs will be professionally produced and installed as streetlight pole banners throughout the Fort Pierce redevelopment area. These banners will not only highlight the artistic talents of Fort Pierce's youth but will also add vibrancy and character to public spaces.

The program is fully funded by the FPRA, covering all production and installation costs. It offers young artists a meaningful opportunity to make a lasting visual impact on their community.

We look forward to celebrating the creativity of Fort Pierce's youth and enhancing the city's public spaces through their inspiring artwork.

COMMERCIAL FACADE

Grant Program

The Commercial Façade Grant Program closed on August 15, 2025.

At the September FPRA meeting, four agreements will be presented for award. These projects located at **1109 Delaware Avenue, 510 Orange Avenue, 722 Orange Avenue, and 108 South 2nd Street** represent targeted reinvestments designed to reduce blight and enhance curb appeal within the FPRA District.

The program is expected to reopen in early 2026, offering additional property owners the opportunity to participate.

These investments directly support the FPRA's mission to strengthen commercial corridors and encourage private reinvestment. A recent example includes the façade improvement at 110 South Ocean Drive, where the installation of a vibrant yellow awning revitalized the exterior, increased curb appeal, and demonstrated the positive impact of the program throughout the District.

BEFORE



110 South Ocean Drive



AFTER

COMMERCIAL SIGN

Grant Program

The FPRA is continuing to accept applications for the Commercial Façade Sign Program!

This program provides reimbursable grants of up to $5,000 per property to help existing businesses upgrade outdated signage with modern, visually appealing designs. These improvements not only beautify the community but also increase business visibility, helping to attract new customers and strengthen brand identity. Eligible applicants must be businesses located within the FPRA District.

The program is currently open and actively accepting applications, reflecting strong interest and engagement from local property owners. To date, seventeen (17) applications have been approved, resulting in $69,944.30 in financial assistance awarded for signage upgrades and replacements.





Eligible applicants must be businesses located within the FPRA District.



FREEBEE

Since launching in Fort Pierce two years ago, Freebee has quickly become a valued asset to the community, offering free, convenient, and eco-friendly transportation within the FPRA district. This on-demand electric ride service has made it easier than ever for residents, workers, and visitors to move around downtown Fort Pierce. Connecting people to shops, restaurants, community resources, events, and more.

Freebee has helped bridge transportation gaps, especially for individuals without access to a personal vehicle, enhancing mobility for seniors, families, and low-income residents. It also supports local businesses by increasing foot traffic and making it easier for customers to explore different parts of the city without worrying about parking.

Update on 5th Standard Tesla Vehicle

At the September FPRA meeting, staff will present options to the Board regarding the continued use of the 5th standard Tesla vehicle in the Freebee fleet. **The Board will consider either extending the vehicle's usage for another 12 months, from October 1, 2025 through September 30, 2026, or continuing its use for the remainder of the existing contract term, which ends in May 2027.**

The additional vehicle was placed into service in December 2024 following the Board's decision to add it for the remainder of Fiscal Year 2025. It was introduced to help alleviate wait times during the busy season, ensuring better service for riders.





FREEBEE

Your Free Ride Around Town

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

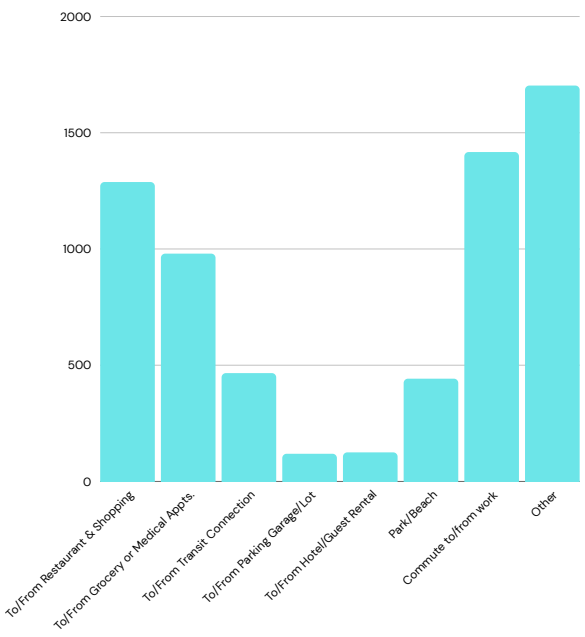
Contact Us
855.918.3733



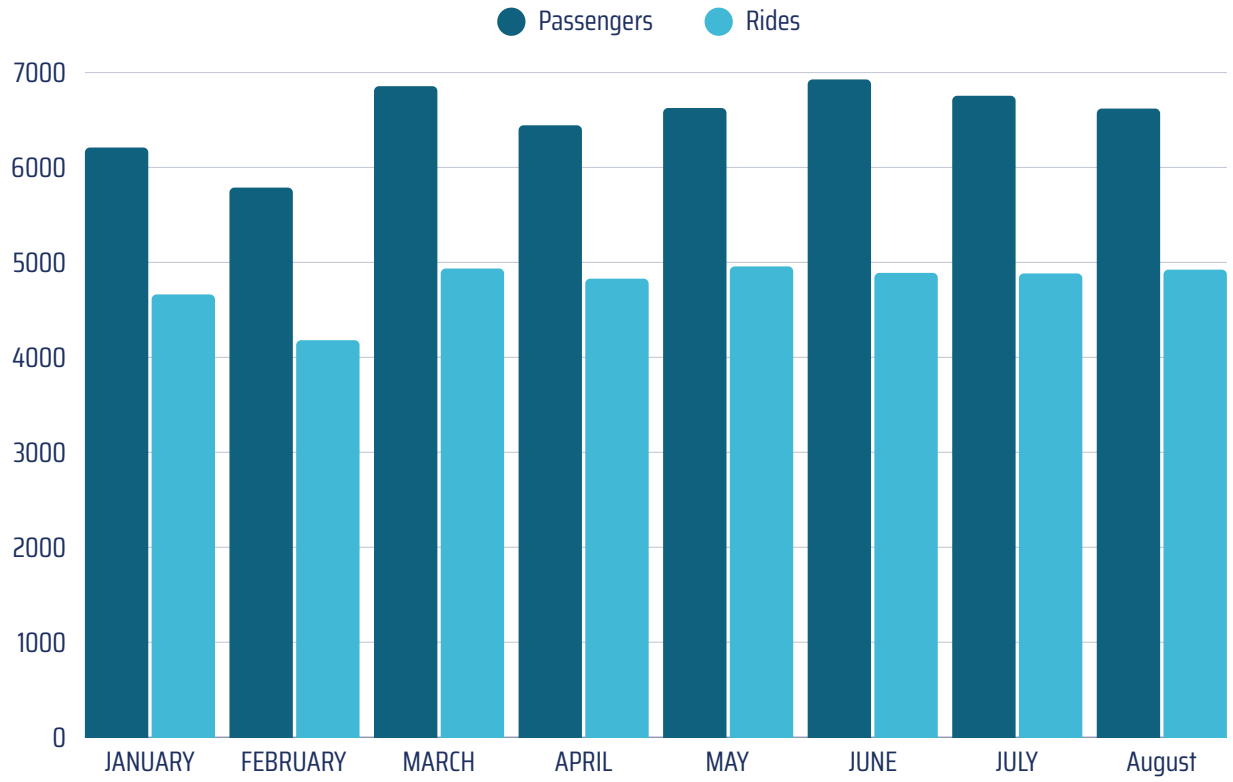
Freebee Ridership Data

Following the July meeting, Freebee launched a ridership survey titled **"What is the purpose of your ride today?"** to better understand how the service is being used. Riders were prompted to select the reason for their trip, whether commuting to work, running errands, attending non-emergency medical appointments, or other purposes.

The data collected is providing valuable insight into rider behavior and helping us identify the percentage of trips tied to specific activities. With this information, we'll be able to more accurately quantify the economic impact of microtransit in Fort Pierce and continue tailoring the service to meet community needs.



PASSENGERS & RIDES EACH MONTH



FREEBEE RIDERSHIP



Average Wait Time (mins)

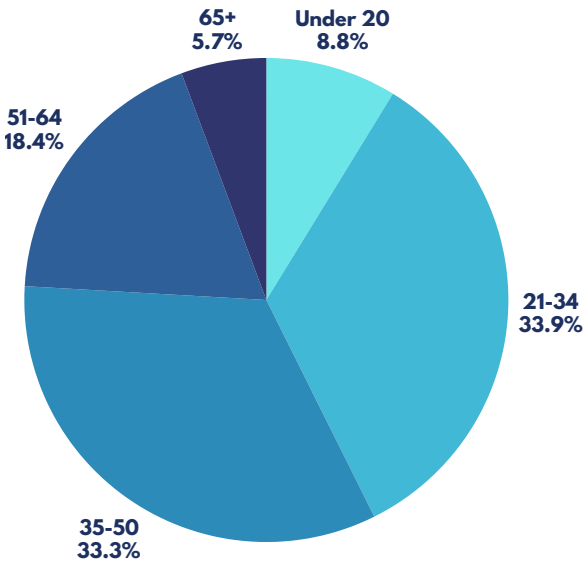
August 2025

25.27

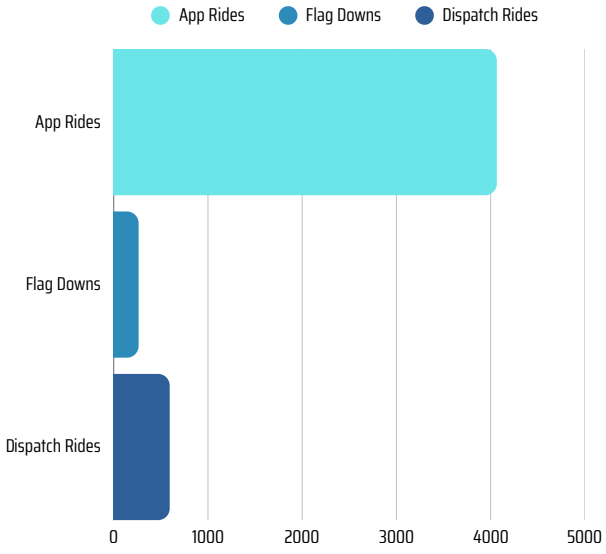
July 2025

26.01

PASSENGER AGE RANGE



RIDES



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. The deadline for submission of Request for Proposals was March 27, 2025.

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.

The City Commission awarded the RFP to the highest ranked respondent, VenuWorks. A kick-off meeting is currently being scheduled to initiate negotiation discussions.

VenuWorks

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMUNITY POLICING

NORTH 25th STREET



During the month of July 2025, there were a total of 17 FPRA details worked for the North 25th area from Avenue O to Avenue M. There were 33 calls for service during the detail times. Disturbances were the top reasons for the calls.

During this time, 1 case report was completed.

- Warrant

Table - Calls for service in North 25th Street area

NATURE	FREQUENCY
DISTURBANCE	26
CLOSE PATROL	2
CONDUCT INVESTIGATION	2
TRAFFIC STOP	1
WARRANT	1
MISSING PERSON/RUNAWAY	1
TOTAL	33

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.

COMMUNITY POLICING
DOWNTOWN



During the month of July 2025, there were a total of 21 FPRA details working for the Downtown area. There were 73 calls for service during the detail times. The top activities logged were patrols and traffic stops.

During this time, 9 case reports were completed.

- 3 Traffic Accidents
- Robbery
- Burglary
- Disturbance
- Traffic Stop
- Vandalism
- Sick Person

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

CALL NATURE	FREQUENCY
CLOSE PATROL	13
TRAFFIC STOP	11
FOOT PATROL	9
SUSPICIOUS PERSON	7
TRAFFIC ACCIDENT	4
SUSPICIOUS VEHICLE	3
UNWELCOME PERSON	2
SUSPICIOUS INCIDENT	2
SICK/INJURED PERSON	2
TRESPASSING COMPLAINT	2
DISTURBANCE	2
ATTEMPT TO CONTACT	2
LARCENY	2
TRAFFIC RELATED	1
DRUNK PEDESTRIAN	1
ROBBERY	1
BURGLARY	1
FIGHT	1
DOMESTIC TROUBLE	1
FLAGDOWN	1
CONDUCT INVESTIGATION	1
VANDALISM	1
MISSING PERSON RUNAWAY	1
OPEN DOOR OR WINDOW	1
RECKLESS DRIVER	1
TOTAL	73

HOURS OF PATROL

Fridays

6:30PM – 2:30AM

Saturdays

8:00AM – 2:00PM

3:00PM – 9:00PM

9:00PM – 3:00AM

Sundays

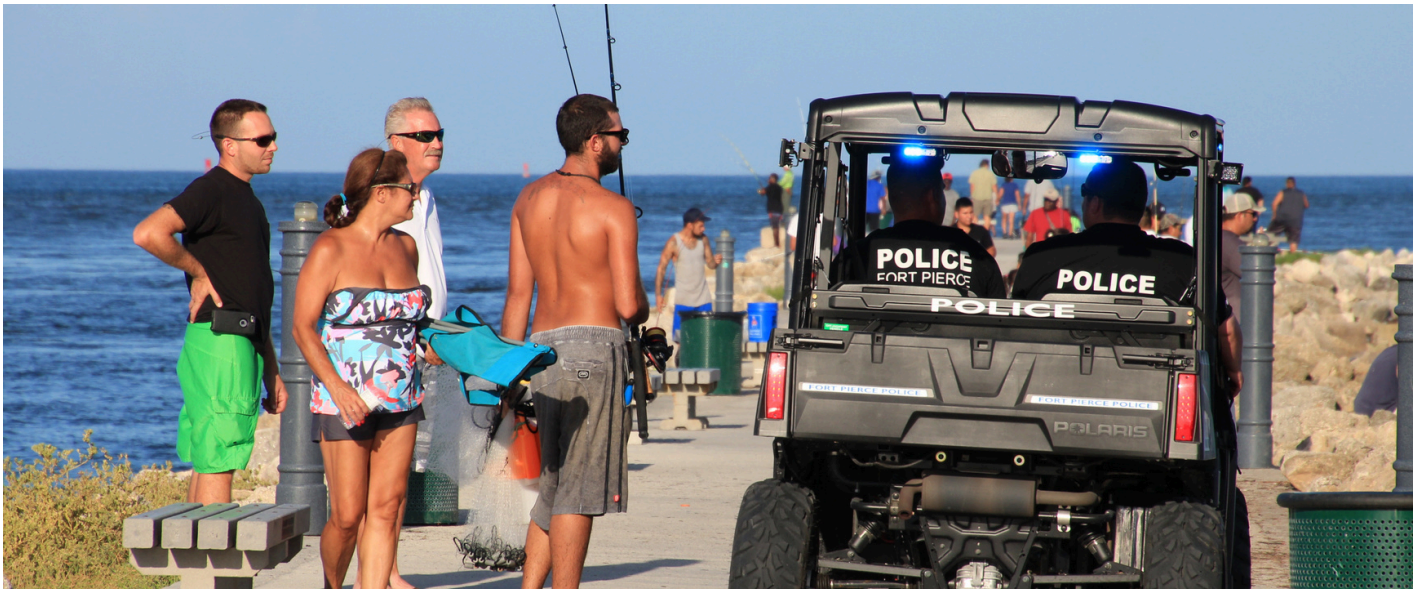
8:00AM – 12:00PM

***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.

COMMUNITY POLICING

JETTY PARK



During the month of July 2025, there were a total of 12 FPRA details working for the Jetty Park area. There were 20 calls for service during the detail times.

During this time, 1 case report was completed.

- Fight

Table - Calls for service in Jetty Park area

NATURE	FREQUENCY
TRAFFIC STOP	4
CLOSE PATROL	4
FOOT PATROL	3
UNWELCOME PERSON	1
SUSPICIOUS PERSON	1
SUSPICIOUS INCIDENT	1
FLAGDOWN	1
TRAFFIC ACCIDENT	1
CONDUCT INVESTIGATION	1
FIGHT	1
DOMESTIC TROUBLE	1
LARCENY	1
TOTAL	20

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.

HOURS OF PATROL

Fridays
7:00PM – 1:00AM
Saturdays
7:00PM – 2:00AM
Sundays
8:00PM – 12:00AM

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.



CONTACT US

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Fort Pierce, FL 34950

www.choosefortpierce.com

FPRA
FORT PIERCE
REDEVELOPMENT AGENCY