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

CITY COMMISSION AGENDA

Regular Meeting - Monday, February 2, 2026 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER - Pastor Jose Martinez - Jesus Is King Church Inc.**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of minutes from the January 20, 2026 Regular Meeting.

6. **PROCLAMATIONS**

   A. True Amor Foundation, True Amor Month

   B. Recognition of the winners of the "If I Were Elected Mayor" Essay Contest.

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of a construction contract with C.W. Roberts Contracting, Inc. for Avenue D resurfacing (29th Street to US-1), Bid No. 2025-024, in the amount of $4,072,873.50.

B. Approval of a Service Agreement for Bid No. 2026-004 for City Park Restroom Cleaning in the amount of $100,400.00 annually.

C. Approval of Infill Lien Reduction Program Development Agreement with Franco Prado, owner of 1118 N 16th Ct.

D. Approval of Change Order No.1 for the 2025 Annual Resurfacing Project (Bid No. 2023-044) in the amount of $151,826.14.

E. Approval to award Bid No. 2026-010 for SHIP Residential Rehabilitation for 1201 Palm Walk Lane Fort Pierce, FL to De La Hoz Builders, Inc., for an amount not to exceed $61,510.00.

F. Approval to award Bid No. 2026-015 for CDBG Residential Rehabilitation for 1512 Citrus Avenue, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $99,960.00.

G. Approval of the continuing services contract in response to RFQ No. 2025-022 for Professional Engineering Services awarded to Consor North America, Inc. for a period of two (2) years with three (3) one-year renewal options.

H. Approval of Amendment No. 1 to the continuing services contract with Culpepper & Terpening, Inc., RFQ No. 2025-022, to clarify "professional services" to allow for surveying services to be contracted, as well as engineering services.

I. Approval of Amendment No. 1 to the continuing services contract with Kimley-Horn, Inc., RFQ No. 2025-022, to clarify "professional services" to allow for surveying services to be contracted, as well as engineering services.

J. Approval of Amendment No. 1 to the continuing services contract with WGI, Inc., RFQ No. 2025-022, to clarify "professional services", to allow for surveying services to be contracted, as well as engineering services.

K. Approval of Amendment No. 1 to the continuing services contract with CAPTEC Engineering, Inc, RFQ No. 2025-022, to clarify "professional services", to allow for surveying services to be contracted, as well as engineering services.

L. Approval of Amendment No. 1 to the continuing services contract with Consor North America, Inc., RFQ No. 2025-022 to clarify "professional services", to allow for surveying services to be contracted, as well as engineering services.

M. Approval of a Land Use Agreement between Saint Lucie County and the City of Fort Pierce for the use of County-owned property located at 435 N. 7th Street, Fort Pierce, Florida on February 20, 2026, for event staging, and on February 21, 2026, for the 9th Annual Highwaymen Heritage Trail Art Show and Festival.

N. Approval to piggyback the CXT, Inc. agreement for the CDBG Coach Fenn Park Improvement Project for the manufacturing and installation of a prefabricated restroom, at a cost not to exceed $146,809.91.

O. Acceptance of Final St. Lucie County Regional Resilience Plan report (RRP) and Resilience Vulnerability Assessment-Other Hazards (RVA-OH).

P. Approval of Letter of Support on behalf of Indian River State College in their efforts to seek funding for improvements to their Veterans Center of Excellence at the Pruitt Campus in St. Lucie West.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 25-009 An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. SECOND READING

B. Legislative Hearing - Ordinance 25-037 Review and approval of a Zoning Map Amendment by applicant Leslie Olson to change the zoning of two (2) parcels of land from General Commercial Zone, C-3, to Planned Development, PD at 2721 S Jenkins Road, more specifically at Parcel ID(s): 2324-413-0000-000-9 & 2324-431-0001-000-2 - SECOND READING

13. **CITY COMMISSION**

A. Resolution 26-R06 Declaring Service Firearms Surplus and approving the Purchase Agreement for Service Pistols pursuant to Bid No. 2024-025 in the amount of $225,418.30.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE COMMISSION**

A. Reports

16. **ADJOURNMENT**

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

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

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

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

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

Meeting Date: 02/02/2026

Re:

SUBJECT:

Approval of minutes from the January 20, 2026 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Minutes

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, JANUARY 20, 2026.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:09pm.

2. OPENING PRAYER - Pastor Kenneth Johnson - Friendship Missionary Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Absent: Commissioner Michael Broderick

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

Commissioner Michael Broderick informed the Commission that he would not be able to attend this meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to excuse Commissioner Michael Broderick's absence.

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

Passed

5. APPROVAL OF MINUTES

A. Approval of the minutes from the January 5, 2026, Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the January 5, 2026 regular meeting.

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

Passed

6. **PROCLAMATIONS**

A. Treasure Coast Chapter of The Links, Incorporated's 50th Anniversary

7. **LETTERS TO COMMISSION**

A. Thank you from Tricia Hamid commending Shaun Coss, Katherine Calderon and Charmaine Kirkland of Community Response for their professional, kind and courteous service which was provided in assisting her with her father's new Property Owners Association.

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

City Manager Richard Chess would like to pull item 11K to be discussed at a future meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to pull 11K and to approve the agenda as amended.

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

Passed

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

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

No comments.

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

A. Approval of the 2026 Operation Agreement between the City of Fort Pierce and Indian River State College (IRSC) for a school resource officer which is funded by IRSC.

B. Approval to award Bid No. 2025-038 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to De La Hoz Builders, Inc. for an amount not to exceed $91,469.00.

C. Approval to award Bid No. 2026-012 for CDBG Residential Rehabilitation for 1701 N. 19th Street, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $64,367.50.

D. Approval to award Bid No. 2026-005 for CDBG Residential Rehabilitation for 2708 Avenue H, Fort Pierce, FL to Burch Construction, for an amount not to exceed $60,255.00.

E. Approval to award Bid No. 2026-013 for SHIP Residential Rehabilitation for 2300 San Marcos Avenue, Fort Pierce, FL to DMS Contractors, LLC, for an amount not to exceed $69,882.10.

F. Approval of the continuing services contract in response to RFQ No. 2025-022 for Professional Engineering Services awarded to WGI, Inc. for a period two (2) years with three (3) one-year renewal options.

G. Approval to award Bid No. 2025-039 Landscape Maintenance of Medians to Elite Landscaping Services, Inc., dba Partnership Landscaping, Wellington, FL in the amount of $86,400.00.

H. Approval of the expenditure to piggyback Sourcewell Contracts, 112624-KBA, & Related Attachments 082923-KBA, for the purchase of one (1) Kubota SCL1000 with a Mini Vibratory Plow Attachment from Crystral Tractor, Leesburg, FL, in accordance with the attached quote, for an amount not to exceed $56,611.81 subject to future contract approval.

I. Approval of the expenditure in the amount of $83,717.84 for a 2026 Isuzu NPR-HD, Crew Cab Dump Truck pursuant to the Florida Sheriff's Association Contract No.FSA25-VEH23.0, subject to piggyback contract approval at a later date.

J. Approval of expenditure for cloud-based communications archiving services with Smarsh, Inc, Portland, OR in the amount not to exceed $56,476.44.

K. PULLED AT THE REQUEST OF STAFF. Approval of expenditure for Annual Purchase Orders for the Public Works Department for Fiscal Year 2026 to ensure efficient maintenance, service, and repair of all city-owned facilities, amenities, and equipment, in the total budgeted amount of 2,767,000.00

Commissioner Curtis Johnson Jr. requested to pull Consent Agenda item 11C for discussion.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve items 11A, 11B, and 11D through 11J of the Consent Agenda.

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

Passed

As to item 11C, Commissioner Curtis Johnson Jr. stated that there has been discussion between the City Commission, City Manager, and City Attorney regarding the SHIP and CDBG grants to establish better accountability from the City. From these discussions, Commissioner Johnson wanted to make the community aware that there will be new procedures in place for SHIP and CDBG grants to ensure that the property owners will be protected and that the end product is up to the City’s expectations. Mayor Linda Hudson questioned who will have oversight of the contractors. City Manager Richard Chess confirmed that the Grants Administration will have an individual from their department to oversee the contractors. Mr. Chess stated that the individual from the Grants Administration will also receive assistance from the City Staff or contractors to ensure that someone with expertise in the field can ensure that the work is being done properly. Commissioner Arnold Gaines is appreciative that these procedures will be put in place and hopes to assist individuals who received SHIP and CDBG grants previously but are still displaced or received unsatisfactory results.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 11C.

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

Passed

12. PUBLIC HEARINGS

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

A. Legislative Hearing - Ordinance 26-001 - Amending Chapter 8, Article II, Section 8-19 of the Code of Ordinances to Extend the FPRA Sunset Date to Its Original Expiration of December 8, 2042. SECOND READING

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 8, ARTICLE II – REDEVELOPMENT AGENCY, SEC. 8-19-ESTABLISHMENT; PURPOSE, AS FOLLOWS: AMENDING SECTION 8-19 TO EXTEND THE EXPIRATION DATE OF THE FORT PIERCE REDEVELOPMENT AGENCY (FPRA) TO DECEMBER 8, 2042 AS AUTHORIZED UNDER SECTION 163.3755, FLORIDA STATUTES; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no movement, she returned to the Commission for a motion.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 12A.

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

Passed

B. Legislative Hearing - Ordinance 26-002. An Ordinance of the City Commission of the City of Fort Pierce, Florida, relating to Comprehensive Planning; Amending the City's Comprehensive Plan Pursuant to the Evaluation and Appraisal Review Based Amendments; to include revisions to the Land Use Element; Transportation Element, Infrastructure Element, Conservation Element, Coastal Management Element; Housing Element; Recreational and Open Space Element; Intergovernmental Coordination Element; Public Facilities Management Element; and the Public Schools Facilities Element; providing for a severability clause; providing for repeal of Ordinances or parts thereof in conflict; providing for an effective date. FIRST READING

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN PURSUANT TO THE EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR INCORPORATION OF THE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND APPLICABLE REVIEWING AGENCIES; AUTHORIZING THE MAYOR TO EXECUTE AN AFFIDAVIT ATTESTING TO THE LEGAL COMPLIANCE OF THE COMPREHENSIVE PLAN AMENDMENTS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Stephanie Heidt, Deputy Executive Director, of the Treasure Coast Regional Planning Council gave an in-depth presentation reviewing the amendments to the City's Comprehensive Plan with changes, statutory corrections, and recommendations. The Treasure Coast Regional Planning Council added narratives and data analysis to each of the elements of the comprehensive plan. Updated the future land use designation tables and population projections,

housing based on owner and renter-occupied housing so that the City can look at both ownership and rental, the neighborhood park and community park needs, the level of service standards for public facilities' infrastructure needs, the intergovernmental agencies so that the City has clear understanding of who they are communicating and working with, and all of the maps within the Comprehensive plan. Informed the Commission that the state requires two planning periods: 10 and 20 years. Stated that the Urban Service boundary is FPUA's water and sewer boundary. Added a table to the future land use maps to allow for cross-reference of which zoning districts fall under future land uses. Revised some of the Economic Development element to promote some of the City's big industries such as marine and aviation. Added a new policy that defines the future land use area as FPUA's map and prohibits the annexation outside of the urban service boundary. Removed an outdated policy related to a mobility fee methodology study. Added the terminology "The City Shall" to create consistency across policies. Added a policy to state the City shall consult with FDOT on proposed plan amendments and development projects that may affect the State Strategic Intermodal System.

The Treasure Coast Regional Planning Council added a policy to implement a Bicycle Facilities Improvement Plan, and a policy in relation to the 2023 Sewer to Septic bill to ensure the City is consistent with legislation. Revised outdated language and references to reports and plans regarding infrastructure elements, revised the policy adopting the 2025 Water Sewage Facilities Work Plan, and corrected Scrivener's errors in the Conservation elements. Revised the Coastal management policies to include language related to at-risk, neglected, deteriorating, and or derelict vessel per Florida Statute 327.4107. Added a policy to the coastal management element for maintaining, restoring, and enhancing the overall quality of the coastal zone environment, a policy to the coastal management to ensure flood-resistant construction requirements per the Peril of Flood legislation from 2015, a policy related to working with for-profit and non-profit builders to provide infill housing, and a policy related to funding programs supported by private sector resources. Informed the Commission that legislation passed the bill Y.I.G.B.Y. (Yes in God's Backyard) which will allow a lot more freedom working with Church organizations to provide affordable housing. Nothing was added to the policy, but this information is to be kept in mind for future updates. Updated the level of service standards for Recreation and Open Space elements. Created a policy that states the City will create an inventory of private and public recreation open space by January 2027 and will maintain the inventory moving forward.

The Treasure Coast Regional Planning Council revised policies for requirements for residential development to have hurricane-hardened buildings for sheltering and a policy to state the City will refrain from selling and or otherwise disposing of recreation lands within City limits and annexation areas. Added a policy related to private recreation amenities that are done through a development order, to keep them accessible and in perpetuity and not sold or discontinued. Updated policy within the Intergovernmental Coordination element to ensure that they are consistent with Florida Statute 186.509. Updated references of regional passenger rail services to encompass any regional passenger rail services, not only Amtrak, and updated Table 8-1 under Intergovernmental Coordination to include the coordinating agencies as an appendix. Included current FY 2025-2026 5-Year Capital Improvement Projects plan as an appendix. Revised the goal of the Capital Improvements to indicate the level of service standards resides in the Public Facilities Management element. Added a policy to ensure consistency with stormwater pollution goals listed in the City's Base Management Action Plan, a policy to state that incremental additional impact to public facilities will be assessed as part of FLUM amendments and zoning changes, and added a list of public schools located within the City. Changed the name from Public schools to St. Lucie Public Schools in the Public School element. Additionally, added a purpose to the Property Rights element per legislation from 2021.

The Treasure Coast Regional Planning Council Planning Board recommends moving forward with the previously stated changes and corrections to the Comprehensive Plan and including the amendment made to Future Land Use Policy 1.11.10.

Tom Lanahan, Executive Director, of the Treasure Coast Regional Planning Council was available to answer the Commission's questions. Mr. Lanahan explained the Planning Board's recommendation to remove the last sentence of the Future Land Use Policy 1.11.10 to ensure the City is not overextending itself. Mayor Linda Hudson asked if the Hutchinson Island Overlay District was considered in the Future Land Use policy changes. Kev Freeman, Planning Director, provided clarification that no changes have been made to the current Future Land Use policy.
Commissioner Curtis Johnson questioned if the changes made to the Comprehensive Plan follow upcoming legislative bills and expressed concern that the changes will limit the City's leadership and turn majority control of the City to the State. Ms. Heidt stated that nothing in the Comprehensive Plan has been changed to remove anything the City put into place rather, the Treasure Coast Regional Planning Council made changes to ensure the City's Plan is statutorily correct. Mayor Hudson asked if the changes to the Storm Water Pollution Reduction goals had Engineering involvement, Ms. Heidt stated the changes are statutory. Mayor Hudson questioned if the changes to the Public Facilities Management involved FPUA; Ms. Heidt confirmed that FPUA had strong involvement and gave plenty of feedback on the current service standards to reflect in the changes to that section. Mayor Hudson requested if the language for section 7.6.2 could be reconsidered so not to tie the City's hands. Mayor Hudson stated maybe the phrasing could be changed to "carefully consider" rather than "refrain," Ms. Heidt stated that would change would be acceptable.

City Manager Richard Chess raised concern with the phrasing for section 7.6.2 for the City to refrain from selling and or discontinuing private recreation amenities and questioned if a policy was added or if the Treasure Coast Regional Planning Council is recommending the City to add a policy. Ms. Heidt and Mr. Lanahan clarified that this phrasing is to be added to City Development Orders with private developers to keep the developers accountable.

Mayor Linda Hudson questioned section 7.1.4 for the City to do an inventory of all public and private recreation open spaces within a one-year time frame and raised concern if the City Staff will be able to complete the inventory within the timeframe given. City Manager Richard Chess questioned if the one-year time frame could be adjusted to allow the Staff a bit more time to complete the inventory. Mr. Lanahan confirmed that the time frame can be extended, there just needs to be a timeline set in place. Mr. Lanahan stated that the Inventory the City implements ensures that the City is always meeting requirements when making Land-Use changes and approving projects. Commissioner Arnold Gaines questioned if the timeline can be extended to July 1, 2027, Mr. Lanahan and Ms. Heidt confirmed that would be acceptable.
Mayor Linda Hudson questioned if the change to section 3, to add a policy related to Sewage Treatment and Disposal Systems for Development is statutory. Ms. Heidt confirmed the changes are statutory and must be completed by 2030 to meet statutory requirements. Mayor Hudson questioned if the Hurricane Hardening in 7.4.1.1 is statutorily required. Ms. Heidt provided clarification that the Treasure Coast Regional Planning Council is only recommending the policy to be added, it is not statutorily required.

Commissioner Curtis Johnson Jr asked for clarification if the next round of recommendations from the State will be in a meeting or through Staff. Ms. Heidt confirmed the recommendations will be reviewed one-by-one during the Adoption Hearing which will be open to public viewing. Mayor Hudson and Commissioner Johnson questioned if the City could deny any recommendations made by the State. Ms. Heidt clarified it depends if the recommendations from the State are comments or something that is found in legislation that must be changed because it is inconsistent.

Commissioner Arnold Gaines requested if someone would be able to provide a recap of the Comprehensive Plan to the Public once it is finalized. Ms. Heidt stated that the Treasure Coast Regional Planning Council can get with City Staff to possibly schedule the recap to be completed during a City Commission Day Meeting.

Commissioner Arnold Gaines requested clarification on the changes being made

to section 1.11.10 and raised concern if this will prohibit the City from being able to expand in the annexation areas in the future. Ms. Heidt clarified that the language being removed is to give the City allowance to expand into the annexation areas in the future. Mr. Lanahan based on recommendation from Kev Freeman, Planning Director, gave the Commission a suggestion to change the phrasing in the underlined sentence of section 1.11.10 to “...shall be referred to as priority Future Annexation Area,” to allow future expansion in the annexation areas. City Attorney Sara Hedges listed the finalized changes to be made to the Comprehensive Plan for confirmation from the Commission; the Commission confirmed agreement on the changes listed.

Mayor Hudson opened the Public Hearing. Seeing no movement, she returned to the Commission for a motion.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 26-002 with the following changes: 7.1.4 date will be July 1, 2027, 7.6.2 will read "carefully consider" rather than refrain, and 1.11.10 will have the prohibited annexation language removed and add "Priority" Future Annexation Area.

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

Passed

C. Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Presentation: Vennis Gilmore, Historic Preservation Officer/Senior Planner, reviewed the history of the property, surrounding zoning and the proposed development of the Pulte-Cornerstone Master Plan Development Future Land Use Map Amendment. The Planning Board recommended approval of the proposed Future Land Use Map Amendment at their December 9, 2024 meeting. Staff recommended approval of the proposed Future Land Use Map Amendment as the subject parcel is adjacent to existing Future Land Use Designations of RM, Medium Density Residential, consistent with Section 125-136 of City Code and the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare.

Commission questions to Staff: No questions.

Public Comments: Leslie Olson, District Planning Group was available for any questions.

Mayor Hudson closed the public hearing and indicated now was the time for deliberations.

Commissioner Curtis Johnson Jr. stated that Jenkins Road is a very busy and

growing intersection and that he feels that this Development would be beneficial to the growth in this area. Commissioner Johnson wanted to inform the Community that this planned development is less intrusive than the original general commercial development and that he is in favor of the change being brought forth through Ordinance 25-009.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the Land Amendment Change detailed in Ordinance 25-009.

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

Passed

D. Quasi-Judicial Hearing - Ordinance 25-037 - Review and approval of a Zoning Map Amendment by applicant Leslie Olson to change the zoning of two (2) parcels of land from General Commercial Zone, C-3, to Planned Development, PD at 2721 S Jenkins Road, more specifically at Parcel ID(s): 2324-413-0000-000-9 & 2324-431-0001-000-2 - FIRST READING.

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA FROM (C-3) GENERAL COMMERCIAL ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE WITH A MASTER PLANNED DEVELOPMENT SITE PLAN; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.
Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.
Ex parte communications:
Commissioner Gaines – Yes; met with the applicant.
Commissioner Johnson – Yes; met with the applicant.
Mayor Hudson – No

Staff Presentation: Vennis Gilmore, Historic Preservation Officer/Senior Planner, reviewed the history of the property, surrounding zoning and the proposed development of the Pulte-Cornerstone Master Plan Development Rezoning. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to I-95. The Planning Board recommended approval of the

Zoning Atlas Map Amendment at their November 10, 2025 with the following fourteen (14) conditions:

1. 1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.
2. The minimum Open Space shall be 20% of the Final PD site area.
3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.
5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.
6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.
10. Phasing of this project will require the following at the time of Final PD:

The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum

a. A Landscape plan per section 123-4 of the City Ordinance.
b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The heights of proposed buildings and structures.
d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.
13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to

implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

From Figure 18-3 Building Noise Reduction Factors:

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

Commission questions to Staff: Commissioner Arnold Gaines questioned condition 13 regarding the noise abatement and requested clarification of how they are going to control the noise to minimize complaints. Kev Freeman, Planning Director, provided clarification that FDOT will do a final analysis and sign off on the sound study. Mayor Linda Hudson questioned if the Solid Waste pickup is discussed in this plan. Mr. Freeman clarified that the Solid Waste pickup will be finalized in the Final Plan with a full analysis from Public Works provided.

Applicant presentation: Lee Dobbins, Attorney representing the applicant, provided clarification on Commissioner Gaines question regarding the noise abatement. Mr. Dobbins stated that the developer worked with Staff to create a provision to tie noise requirements and noise abatement requirements to FDOT standards which will require a noise analysis to be done by FDOT to determine if any of the houses on sight will exceed the FDOT criteria for residences. If any of the houses exceed the criteria, the developer would then follow FDOT's recommendations for noise abatement to bring it down to HUD's requirement of noise levels inside of the home based on federal standards. Commissioner Arnold Gaines expressed his appreciation for the clarification and for the transparency for those of the public.

Leslie Olson, District Planning Group representing Pulte-Cornerstone, provided printed exhibits to the staff. Ms. Olson stated that this development will bring something new and exciting to the City of Fort Pierce with a pleasing and welcoming sight from I-95—a possibly tower feature that the site developer is working on—that may become a landmark of the City. Ms. Olson stated this development will create a resilient, amenity-rich neighborhood, convenient access to schools, jobs, and essential services, with safe, shaded sidewalks that support walkability and safe schoolbus wait areas. Mayor Hudson asked about the two entrances. Ms. Olson clarified the locations of the two entrances. Commissioner Curtis Johnson Jr. questioned if there are dedicated turn lanes into the entrances. Ms. Olson confirmed that both entrances are full access. Mr. Freeman requested clarification from the applicant that the site plan, landscape plan, phasing plan, and the school bus stop locations are all consistent with the Staff's presentation. Ms. Olson confirmed all plans are consistent.

Public Comments: no additional comments.

Mayor Hudson closed the public hearing and indicated now was the time for deliberations.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines o approve the Quasi-Judicial Hearing Ordinance 25-037 with the 14 Staff conditions.

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

Passed

13. CITY COMMISSION

A. Resolution 26-R03 Establishing Auditor Selection Committee; selection of the Committee chair from among the Commission.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA ESTABLISHING AN AUDITOR SELECTION COMMITTEE, IN ACCORDANCE WITH SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR COMMITTEE PURPOSE, MEMBERSHIP, AND DUTIES; AND PROVIDING AN EFFECTIVE DATE.

City Clerk Linda Cox reviewed Section 218.391(2)(b), Florida Statutes, requires the governing body of a municipality to establish an Auditor Section Committee. Florida Statutes require that the Auditor Selection Committee consists of a minimum of three (3) members, which must include one (1) member of the Fort Pierce City Commission who will serve as the committee chair. Four (4) members of the Auditor Selection Committee will be appointed by City Commission provided they possess a general understanding of governmental financial reporting and auditing, as defined in Section 218.391, Florida Statutes and the City's Finance Director and/or City Manager will serve as an advisor to the Auditor Section Committee.

Commissioner Curtis Johnson Jr. volunteered for the Auditor Selection Committee. Ms. Cox requested for the Commission to have their appointments from the members of the Public by the next Commission meeting. City Manager Richard Chess and Johnna Morris, Finance Director, stated the process for the RFP should take about a month or two at most as they already have a draft in process.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution 26-R03 and Commissioner Curtis Johnson Jr. as the Chair.

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

Passed

B. Resolution 26-R04 accepting returns of Special Run-Off Election

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE RETURNS OF THE SPECIAL RUN-OFF ELECTION HELD ON JANUARY 13, 2026, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 26-R04.

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

Passed

C. ADDED ITEM: Resolution 26-R05 Appointing Kori Benton as an alternate member of the Civil Service Appeals Board.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE CIVIL SERVICE APPEALS BOARD; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Linda Cox clarified that this item was added to the agenda to ensure that the Civil Service Appeals Board has a full board in anticipation of a Hearing held on January 21, 2026.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution 26-R05.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

No comments.

15. COMMENTS FROM THE CITY MANAGER

City Manager Richard Chess had two updates: the Swearing In of the New Police Chief will take place on February 2, 2026. Also on February 2, 2026, the City will be holding a celebration for the 125th anniversary of the City. Mayor Linda Hudson stated that the Swear In for the New Police Chief will take place at 2pm and the Swear In for Commissioner Chris Dzadovsky will take place at 4:30pm.

A. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Arnold Gaines stated that the MLK parade was a great parade and he thanks everyone for coming out. Commissioner Gaines wishes Mayor Hudson and Commissioner Johnson safe travels for their conference in Tallahassee.

Commissioner Curtis Johnson Jr. echoed Commissioner Gaines' thanks to the community for participating and going to the MLK parade. Commissioner Johnson stated he is looking forward to engaging with legislation regarding upcoming legislative decisions at the conference in Tallahassee.

Mayor Linda Hudson echoed Commissioner Johnson's comment that she is also looking forward to engaging with legislation with her concerns on upcoming legislative decisions. Mayor Hudson stated that the Ribbon Cutting for the FPUA Water Treatment was a great celebration and hopes that legislation continues to support the City with similar events.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 7:15pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. A.**

Meeting Date: 02/02/2026

Re:

SUBJECT:

True Amor Foundation, True Amor Month

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

True Amor Month Proclamation

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the True Amor Foundation was established following the unimaginable loss of our precious 8-month-old daughter in June of 2025, transforming heartbreak into a mission to bring hope, understanding, and support to families touched by congenital heart defects, heart conditions, and infant loss; and

WHEREAS, inspired by the life and legacy of our precious Princess True, the Foundation stands as a source of light, offering support, resources, and understanding to families during their most vulnerable and challenging moments; and

WHEREAS, through compassion, advocacy, and community, the Foundation honors the memory of every child, embraces grieving families, and empowers parents and siblings to face their journey with courage, love, and strength; and

WHEREAS, the True Amor Foundation works tirelessly to ensure that no child suffers or loses their life due to undetected or untreated heart conditions. Through partnerships, education, and advocacy, we strengthen pediatric care and uplift families through family strengthening and community empowerment; and

WHEREAS, February is a month to celebrate the unwavering spirit of families, the hope that healing brings, and the enduring love that unites us all in memory of the children whose lives have touched our hearts forever; and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim February 2026 as:

True Amor Month

in the City of Fort Pierce and are proud to honor the memory of true and to extend support and recognition to the True Amor Foundation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 2nd day of February 2026.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. B.**

Meeting Date: 02/02/2026

Re: "If I Were Elected Mayor" Essay Contest Winners

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

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SUBJECT:

Recognition of the winners of the "If I Were Elected Mayor" Essay Contest.

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

Meeting Date: 02/02/2026

Re: Approval of Construction Contract C.W. Roberts Contracting, Inc. Avenue D Resurfacing from 29th Street to US 1

Submitted For: Latonya Hubbard, Purchasing Agent, Finance Department

---

SUBJECT:

Approval of a construction contract with C.W. Roberts Contracting, Inc. for Avenue D resurfacing (29th Street to US-1), Bid No. 2025-024, in the amount of $4,072,873.50.

SUMMARY:

On September 2, 2025, at a City Commission meeting, the Commission awarded Bid No. 2025-024 for the Avenue D Resurfacing project from North 29th Street to U.S. 1, in the total amount of $4,072,873.50.

The contract includes milling and resurfacing of Avenue D from North 29th Street to U.S. 1, along with sidewalk improvements; curb and gutter construction; driveway replacements; ADA ramp upgrades; pavement markings; signing; and installation of video detection at signalized intersections.

RECOMMENDATION:

Engineering Department

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Mark Zrallack, P.E., City Engineer
Shyanne Harnage, Community & Economic Development Director
FDOT

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025/2026
Account:	1141111-563210
Amount:	$2,572,873.50

OTHER INFORMATION:

The Infrastructure Surtax Fund will provide $2,572, 873.50
Additional FPRA will provide $1,500,000.00

Budgeted Y/N: Y
Fiscal Year: 2025/2026
Account: 1049400554000563100
Amount: $1,500,000.00
OTHER INFORMATION:
FPRA's fund balance will fund $1,500,000.00 of the project construction cost.

Attachments

Agreement
City Attorney Memo
Agenda Item # 11.D

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

November 13, 2025

Email: atea@cwrcontracting.com

C.W. Roberts Contracting, Inc.
8530 S.W. Jayme Way
Palm City, FL 34990
Attn: Pete Scholer, Area Manager

SUBJECT: Notice of Award
Bid No. 2025-024 – Avenue D Resurfacing from 29th Street to US 1

Dear Mr. Scholer:

The Commission of the City of Fort Pierce met in regular session, Tuesday, September 2, 2025, and awarded subject bid to your firm, in the amount of $4,072,873.50.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement (please ensure to complete item 9-F, page 12).
3. Furnish the required Performance and Payment Bonds.
4. Completion of required form Affidavit Regarding the Use Coercion for Labor or Services.
5. We kindly request an updated Certificate of Liability, Property Damage, and Workers' Compensation in accordance with Article 17 of the contract.

We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

6. **Return documents enclosed within five (5) days after receipt, via email to:**

Email:
LaTonya Hubbard, Purchasing Agent
City of Fort Pierce
lhubbard@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard
LaTonya Hubbard,
Purchasing Agent

ACCEPTED BY:
C.W. ROBERTS CONTRACTING, INC

Signature (Manual)

PETE SCHOLER
Signature (Typed or Printed)
AREA MANAGER
Title
1/5/2026
Date

NOTARIZATION

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 5th day of January 2026,

by Pete Scholer, Area Manager, of
Officer of Firm **Title**

C.W. Roberts Contracting, Inc. a Florida corporation, on behalf of the corporation.
Name of Firm **State**

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

Notary Public

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.

/lh

cc: Selena Griffett, P.E.

UNIT PRICE CONSTRUCTION AGREEMENT

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 **C.W. ROBERTS CONTRACTING, INC** a **FLORIDA** corporation, with its local principal address at **8530 SW Jayme Way, Palm City, FL 34990** (hereinafter "CONTRACTOR") (hereinafter collectively referred to as the "Parties").

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this 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: $ 4,072,873.50 – Four Million Seventy-Two Thousand Eight Hundred Seventy-Three Dollars and Fifty cents. (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) Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or

his designee.

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

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

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

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

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

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

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

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

(4) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or

(5) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(6) 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

(7) 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

(8) 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

(9) Loss caused by the CONTRACTOR; or

(10) 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 follows:

NAME	FUNCTION
Brittany Bradley	Project Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
INDEMNITY

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

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

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

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 12
SUBCONTRACTORS

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

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

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

ARTICLE 13
CHANGE ORDERS

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

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

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

b. The price breakdown:

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

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

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

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

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

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

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

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

may require in evaluating the actual costs incurred.

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

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

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

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

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of

any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting Work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

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

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of

this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

(d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

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

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same. With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

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

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

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit

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

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

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

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

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

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

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

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

Each Occurrence $2,000,000

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

17(A)(4) Automobile Liability Insurance.

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

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

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

Each Occurrence Bodily Injury and
Property Damage Liability Combined $2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

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

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate $2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or

other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

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

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY

shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

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

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2024 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2024. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

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

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(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 trial 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:
Mark Zrallack, P.E., City Engineer
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Phone: 772-467-3774
Fax: 772-460-6847

Copies to:
City Attorney
City Manager

CONTRACTOR:
Pete Scholer, Area Manager
C.W. Roberts Contracting, Inc.
8530 SW Jayme Way
Palm City, FL 34990
Phone: 772-288-0951

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date

on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

ARTICLE 27
SOVEREIGN IMMUNITY

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

ARTICLE 28
PUBLIC RECORDS

The CITY strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, CONTRACTOR shall comply with all public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the CITY.

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

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

[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:

Dianne Beasley
Print Name

Signature

Brittany Beasley
Print name

Signature

CONTRACTOR:

By: PETE SCHOLER

Title: Area Manager

Federal Tax ID No. 59-1683951

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

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**

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102

Fax: (772) 467-3848

PERFORMANCE BOND

Bond Nos. WSC: 30266595
LMIC: 016253401

KNOW ALL MEN BY THESE PRESENTS: that

C. W. Roberts Contracting, Inc.
(Name of Contractor)

8530 SE Jayme Way, Palm City, FL 34990
(Address of Contractor)

a Florida Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Western Surety Company and Liberty Mutual Insurance Company
(Name of Surety)

WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116
(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 Four Million Seventy-Two Thousand Eight Hundred Seventy-Three and 50/100 Dollars, ($ 4,072,873.50),

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 labor and construction materials for the Avenue D Resurfacing from 29th Street to U.S. 1 identified in Bid No. 2025-024.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2
(Number)

counterparts, each of which shall be deemed an original, this 7 day of Jan, 2025.6

ATTEST:

Morgan Quirk
(Principal) Secretary

Name Morgan Quirk
(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

C.W. Roberts Contracting, Inc.
Principal

By

Name Pete Scholer
(Type)

Title Area Manager

8530 SW Jayme Way
(Address)

Palm City FL 34990

ATTEST:

(Surety) ~~Secretary~~

Name Maria D. Zuniga, Attorney-in-Fact
(Type)

(Corporate Seal)

Witness as to Surety Namesia Anderson

Witness as to Surety ~~Vickie Lacy~~

Western Surety Company and
Liberty Mutual Insurance Company
Surety

By
Attorney-in-Fact

Name Michael Garcia, Attorney-in-Fact
(Type)

WSC: 151 N. Franklin St., Chicago, IL 60606
(Address)

LMIC: 175 Berkeley Street, Boston, MA 02116

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

Bond Nos. WSC: 30266595
LMIC: 016253401

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

C.W. Roberts Contracting, Inc.
(Name of Contractor)

8530 SW Jayme Way, Palm City, FL 34990
(Address of Contractor)

a Florida Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Western Surety Company and Liberty Mutual Insurance Company
(Name of Surety)

WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116
(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 Four Million Seventy-Two Thousand Eight Hundred Seventy-Three and 50/100 Dollars, ($4,072,873.50), 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 labor and construction materials for the Avenue D Resurfacing from 29th Street to U.S. 1 identified in 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 2 (Number) counterparts, each of which shall be deemed an original, this 7 day of JAN, 2025.

ATTEST:

Morgan Quirk
(Principal) Secretary

Name Morgan Quirk
(Type)

(Corporate Seal)

C.W. Roberts Contracting, Inc.
Principal

By

Name Pete Scholer
(Type)

Title Area Manager

8530 SW Jayme Way
(Address)

Palm City FL 34990

Witness as to Principal

Witness as to Principal

ATTEST:

Western Surety Company and
Liberty Mutual Insurance Company
Surety

(Surety) ~~Secretary~~

By
Attorney-in-Fact

Name Maria D. Zuniga, Attorney-in-Fact
(Type)

Name Michael Garcia, Attorney-in-Fact
(Type)

(Corporate Seal)

WSC: 151 N. Franklin St., Chicago, IL 60606
(Address)

LMIC: 175 Berkeley Street, Boston, MA 02116

Witness as to Surety Namesia Anderson

Witness as to Surety Vickie Lacy

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

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, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, 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 23rd day of August, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 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 _____ day of _____, _____.

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: **8214058-022004**

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, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

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 19th day of May, 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 19th day of May, 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 _____ day of _____

By: _____
Renee C. Llewellyn, Assistant Secretary

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.

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: Floria Zip Code: 35990

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: _____ Peter Scholer, Area Manager 1/5/2026

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Martin

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

this 5th day of January, 2026 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

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

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

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	**CONTACT NAME:** Marsh | Business & Client Services **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com
INSURED PAVERES-01 C.W. Roberts Inc. P.O. Box 188 Hosford FL 323346	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Allied World National Assuranc — 10690 INSURER B : SAFETY NATIONAL CASUALTY CORPO — 15105 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1355518552 **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	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL 6676944	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA 6676946	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	03125099	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	LDC4069570	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

Proprietor/Partner/Executive Officer/Member Excluded: All Officers

See Acord 101

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Depart
PO Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	FSC II, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Certificate Holders Include: SOUTH CREEK BUILDING CORPORATION, SOUTH CREEK BLDG 5 LLC, BEECHWOOD CHAPEL HILL LLC, BEECHWOOD NCGC LLC, BEECHWOOD WEDDINGTON LLC, BEECHWOOD OBEY CREEK LLC, BEECHWOOD HOWEY LLC, BEECHWOOD FERNCLIFF LLC, BEECHWOOD JACKSON LLC, BEECHWOOD SHIVES LLC, BEECHWOOD COMMERCIAL LLC, BEECHWOOD OPERATING COMPANY LLC, BEECHWOOD BROKERS LLC, BEECHWOOD CAROLINA LLC, BEECHWOOD REA LLC, THE BEECHWOOD ORGANIZATION, MILE DEVELOPMENT CORP. AND BWD MILE DEVELOPMENT LLC and its subsidiaries, affiliates, agents, officers, directors and employees.

The General Liability, Automobile, and Umbrella policies contain blanket Additional Insured endorsements in favor of all parties where required by a written contract. In the event of cancellation by the insurance companies, the policies have been endorsed to provide thirty (30) days' Notice of Cancellation (except for 10 days for non-payment of premium) to the certificate holder shown below. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies as required by written contract. The General Liability, Automobile, Workers' Compensation and Excess policies contain blanket Waiver of Subrogation endorsements in favor of all parties where required by written contract.

Contractor's Professional/Pollution Liability

Carrier: Berkley Assurance Company, A+, XV, NAIC #39462 Policy Number: PCADB-5023261-1025
Effective: 10/01/2025 Expiration: 10/01/2026

Professional Limit:
$5,000,000 Aggregate
$5,000,000 Each Act, Error or Omission

Self-Insured Retention:
$100,000 Each Claim or First Party Claim
$200,000 Aggregate

Pollution Limit:
$5,000,000 Aggregate
$5,000,000 Each Claim

Self-Insured Retention:
$100,000 Each Claim or First Party Claim
$200,000 Aggregate

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CONSTRUCTION PARTNERS, INC.

Endorsement Effective Date: 2025-10-01

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

Endorsement No: 26
This Endorsement, effective: October 1, 2025
(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0312-5099
Issued to: Construction Partners, Inc.
by: Allied World National Assurance Company

AMENDMENT TO DEFINITION OF INSURED – ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY CONTRACT

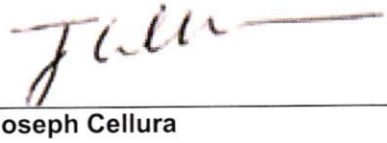
It is agreed that this policy is amended as follows:

Section **VI. DEFINITIONS**, Paragraph F. **Insured** is amended to include the following additional provision:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional **Insured** on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional **Insured** only with respect to liability arising out of **Your Work** at the location designated. Coverage afforded to these additional **Insured** parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or agreement.

The above provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due. The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period,** you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period.**

N. **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured;** and

2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. **Transfer of Rights of Recovery**

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.

2. Any recoveries will be applied as follows:

   a. any person or organization, including the **Insured,** that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

   b. we then will be reimbursed up to the amount we have paid; and

   c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

   Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured,** in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

Endorsement No: 40
This Endorsement, effective: October 01, 2025
(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1. B. of the Declarations)
forms a part of Policy No: 0312-5099
Issued to: Construction Partners, Inc.
by: Allied World National Assurance Company

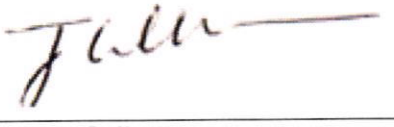
ADDITIONAL CANCELLATION NOTICE

It is agreed that Section **V. CONDITIONS** is amended to include the following additional provision:

Additional Cancellation Notice

If we cancel this policy for any reason, other than for the non-payment of premium, we will endeavor to provide advance notice of such cancellation to the entity(ies) or individual(s) listed on any Schedule of Additional Cancellation Notice attached to this policy. We will send notice to the email or mailing address listed on such Schedule at least thirty (30) days before the cancellation becomes effective. A notice shall be mailed only when a valid address is provided. In no event shall the notice to such person or entity exceed the notice to the first **Named Insured**. This advance notice of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notice will not extend the policy cancellation date nor negate cancellation of the policy, nor shall this endorsement provide any rights to any entity or individual not insured under this policy.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

Date: **October 01, 2025**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

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

Endorsement Effective 10/01/2025 Policy No. CA 6676946 Endorsement No.

Named Insured CONSTRUCTION PARTNERS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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

Endorsement Effective 10/01/2025 Policy No. CA 6676946 Endorsement No.

Named Insured CONSTRUCTION PARTNERS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

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

Endorsement Effective 10/01/2025 Policy No. GL 6676944 Endorsement No.

Named Insured CONSTRUCTION PARTNERS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, GA, OK, SC

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

Endorsement Effective 10/01/2025 Policy No. LDC4069570 Endorsement No.

Insured CONSTRUCTION PARTNERS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, FL, GA, NC, OK, SC, TN

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

Endorsement Effective 10/01/2025 Policy No. LDC4069570 Endorsement No.

Insured CONSTRUCTION PARTNERS, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

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

AGENCY MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	COMPANY Travelers Property Casualty Company of America 1 Tower Sq Hartford, CT 06183
PHONE (A/C, No, Ext):	
FAX (A/C, No):	E-MAIL ADDRESS: Chicago.CertRequest@marsh.com
CODE:	SUB CODE:
AGENCY CUSTOMER ID #: CONSPAR-01	
INSURED C.W. Roberts Inc. P.O. Box 188 Hosford FL 323346	LOAN NUMBER POLICY NUMBER: QT6308728M327TIL25 EFFECTIVE DATE: 10/01/2025 EXPIRATION DATE: 10/01/2026 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Building Limit	54,143,106	50,000
Blanket Personal Property Limit	21,082,994	50,000
Business Interruption / Extra Expense	3,475,000	72 HR Waiting
Contractor's Equipment - Schedule Equipment	391,511,783	50,000
Flood - Per Occurrence/Annual Agg		
- Zone A or V	1,000,000	100,000
- Zone D or Non-Participating/Susp Communities	1,000,000	100,000
- Zone B, X (Shaded) or X-500	5,000,000	50,000
- Zone C or X	5,000,000	50,000
Earthquake - Per Occurrence/Annual Agg	1,000,000	50,000
Windstorm or Hail	Included	5%/$250k min

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

City of Fort Pierce
Attn: Purchasing Depart
PO Box 1480
Fort Pierce, FL 34954-1480

☐ ADDITIONAL INSURED ☒ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☒ MORTGAGEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE

Lisa Pollak

ACORD 27 (2016/03)

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DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**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	

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 _____

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

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 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

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**

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

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 **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. 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.

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

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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;

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:

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)

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

Liberty Mutual. SURETY

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: _____
Terese 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

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.

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

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

Bond Nos. WSC: 30266595
LMIC: 016253401

KNOW ALL MEN BY THESE PRESENTS: that

C. W. Roberts Contracting, Inc.
(Name of Contractor)

8530 SE Jayme Way, Palm City, FL 34990
(Address of Contractor)

a Florida Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Western Surety Company and Liberty Mutual Insurance Company
(Name of Surety)

WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116
(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 Four Million Seventy-Two Thousand Eight Hundred Seventy-Three and 50/100 Dollars, ($ 4,072,873.50),

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 labor and construction materials for the Avenue D Resurfacing from 29th Street to U.S. 1 identified in Bid No. 2025-024.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2
(Number)

counterparts, each of which shall be deemed an original, this 7 day of JAN, 2026.

ATTEST:

Morgan Quirk
(Principal) Secretary

Name Morgan Quirk
(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

C.W. Roberts Contracting, Inc.
Principal

By

Name Pete Scholer
(Type)

Title Area Manager

8530 SW Jayme Way
(Address)

Palm City FL 34990

ATTEST:

(Surety) ~~Secretary~~

Name Maria D. Zuniga, Attorney-in-Fact
(Type)

(Corporate Seal)

Witness as to Surety Namesia Anderson

Witness as to Surety Vickie Lacy

Western Surety Company and
Liberty Mutual Insurance Company
Surety

By
Attorney-in-Fact

Name Michael Garcia, Attorney-in-Fact
(Type)

WSC: 151 N. Franklin St., Chicago, IL 60606
(Address)

LMIC: 175 Berkeley Street, Boston, MA 02116

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

Bond Nos. WSC: 30266595
LMIC: 016253401

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

C.W. Roberts Contracting, Inc.
(Name of Contractor)

8530 SW Jayme Way, Palm City, FL 34990
(Address of Contractor)

a Florida Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and Western Surety Company and Liberty Mutual Insurance Company
(Name of Surety)

WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116
(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 Four Million Seventy-Two Thousand Eight Hundred Seventy-Three and 50/100 Dollars, ($4,072,873.50), 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 labor and construction materials for the Avenue D Resurfacing from 29th Street to U.S. 1 identified in 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 2 (Number) counterparts, each of which shall be deemed an original, this 7 day of JAN, 2025.

ATTEST:

Morgan Quirk
(Principal) Secretary

Name Morgan Quirk
(Type)

(Corporate Seal)

C.W. Roberts Contracting, Inc.
Principal

By

Name Pete Scholer
(Type)

Title Area Manager

8530 SW Jayme Way
(Address)

Palm City FL 34990

Witness as to Principal

Witness as to Principal

ATTEST:

Western Surety Company and
Liberty Mutual Insurance Company

Surety

(Surety) ~~Secretary~~

By

Attorney-in-Fact

Name Maria D. Zuniga, Attorney-in-Fact

(Type)

Name Michael Garcia, Attorney-in-Fact

(Type)

(Corporate Seal)

WSC: 151 N. Franklin St., Chicago, IL 60606

(Address)

LMIC: 175 Berkeley Street, Boston, MA 02116

Witness as to Surety Namesia Anderson

Witness as to Surety Vickie Lacy

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

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, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, 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 23rd day of August, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 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 _____ day of _____, _____.

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: **8214058-022004**

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, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

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 19th day of May, 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 19th day of May, 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 _____ day of _____

By: _____
Renee C. Llewellyn, Assistant Secretary

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.

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

Date:_____

By:_____
Signature & Title

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

Liberty Mutual. SURETY

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

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

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

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 (please print name of individual signing) my relationship to the entity 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

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 (Print name) Area Manager (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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

By: [signature]

Area Manager
Title

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

[signature]

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): 12/23/2025

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

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

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	CONTACT NAME: Marsh | Business & Client Services PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chicago.CertRequest@marsh.com
INSURED C.W. Roberts Inc. P.O. Box 188 Hosford FL 323346	PAVERES-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World National Assuranc	10690
INSURER B : SAFETY NATIONAL CASUALTY CORPO	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1355518552 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GL 6676944	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA 6676946	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	03125099	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	LDC4069570	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

Proprietor/Partner/Executive Officer/Member Excluded: All Officers

See Acord 101

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Depart
PO Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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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, 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

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	1T0700KXJKF354809	HR
EQP	A	Crawler Tractors	15.45070	Dozer, JD 550K LGP 2016	JD 550K LGP	1DT0550KXJGF299109	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	KMTOD131LGA085057	HR
EQP	A	Crawler Tractors	15.45073	Dozer, JD 450J LGP 2012	2012 JD 450J LGP	1T0450DXLCD228212	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	1T0650K0HEE267298	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	KMTOD130PGA095263	HR
EQP	A	Crawler Tractors	15.45085	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMTOD130PGA095568	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	1T0750KXXJF334973	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	KMTWA130HRNA74407	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

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' Utily	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	1XNBD1422KK1092947	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	4Z1HDZ226PS011601	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	7F3B1UJ12PR012946	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

VEH	1	On-Highway Trailers	15.40117	Trailer, Tilt Trailer 2011	2011 Tilt Trailer	5VGFD22288L001814	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	5RTBE1625GD049429	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	1TKS00S14X8058338	HR
VEH	1	On-Highway Trailers	15.40126	Trailer, Leeboy 2005	Leeboy LS00T 2005	1B9DS15225D309178	HR
VEH	1	On-Highway Trailers	15.40127	Trailer, Leeboy 1999	Leeboy LS00T 1999	NOVIN0200313262	HR
VEH	1	On-Highway Trailers	15.40128	Trailer, DMB 2005	DMB 7x20 EQ 2005	1D907X20780536264	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	4PSDL1420L1315654	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	1XN8U101XM1123887	HR
VEH	1	On-Highway Trailers	15.40161	Trailer, Leeboy L200 2002	2002 Leeboy L200	1B9DS09115D309748	HR
VEH	1	On-Highway Trailers	15.40162	Trailer, Leeboy L300 2020	2020 Leeboy L300	1B9BT12181L309006	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	5R8DM1428HM050486	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 Trai	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	1H9U012187W505279	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

EQP	1	On-Highway Trailers	15.36042	Lowboy Trailer, Etnyre 2017	2017 Etnyre Lowboy	1E932332SHE111244	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	4KNFF3221L1161551	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	1125E246XNL086169	HR
EQP	1	On-Highway Trailers	15.36050	Lowboy Trailer, EagleBeaver 22	EagleBeaver 50GSL-PT	1125E2461NL086321	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	14B7760	HR
VEH	1	On-Highway Trailers	15.40041	2007 Pace America	Pace Enclosed Trailer	4FPWB202676123380	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	1F9BU081971329121	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	5C7EE16274D000075	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	47S5142TTV1013008	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 Wtch 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	NOVIN02000500565	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	5DT211F243J006864	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	Miscealianeous 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	5THBF1624K1006804	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

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	1OTAFLGF6LS801261	HR
HVH	0	On-Highway Trucks	15.29010	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	1OTAFLGF4LS801260	HR
HVH	0	On-Highway Trucks	15.29011	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	1OTAFLGF3NS819607	HR
HVH	0	On-Highway Trucks	15.29012	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	1OTAFLGF1NS819606	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	A31DAADB15336	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	4OFSKS437H1035576	HR
EQP	1	On-Highway Trailers	15.36035	2009 Lowboy Booster, Trail Kg	Trail Kg Lowboy Booster,	1TKS0051698128697	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	1G9BN503488336595	HR
EQP	1	On-Highway Trailers	15.36040	Lowboy Trailer, TrailKing 2001	Trail King TK110 2001	1TKJ049301M115421	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 Max38 22	2022 Leeboy Max38 Distrib	2NPMHM7X4PM825022	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	1M2AX13C09M008585	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	1NKDX4EX3KR302518	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	1NKDX4EX0KR302516	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	1NPSL70X0ED233665	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	1M2AX07CSJM040046	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	1NKZX4DX6MJ461558	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	4V5KC99EH7JN887215	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	3BKBXJEXSJF218332	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	1M2AX07CSJM037101	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

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	3FDXF75H03M800625	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	3C7WRNBL0NG346771	HR
VEH	2	Pickup Trucks	15.07102	TBD MOT, Ford F450 2022	2022 Ford F450	1FDOW4HT8NEF89339	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	1FVACXCY9GHHT3677	HR
VEH	O	Road Maintenance Equipmen	15.09011	Sweeper Truck, Elgin 2022	2022 Elgin Broombear w/Fr	4MH11820 - NHN80867	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	2NKMHD7X07M197462	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, Ptrbit357 9S	Peterbilt 357 Watertruck,	1XPAMA0X25D359789	HR
VEH	0	On-Highway TruckS	15.20024	Water Truck, Kenworth 2017	2017 Kenworth Water Truck	3BKBLJ0XXHF140014	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	1HTSDAAN0TH316892	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	1GBM7H1J6TJ107088	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	1FVACXFB2MHR82294	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	2NKHHM7X7KM192126	HR
VEH	0	On-Highway TruckS	15.21020	Distributor,Etyner 2019	2019 Etyrre 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 Etyrre 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	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	1FT7W2BA5PEC50502	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	1FD0W5HT5MEC13721	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, Internitnl 2003	2003, International Flatb	1HTMMAAN93HS90925	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	1GB4CYCB6GF281385	HR
VEH	2	Pickup Trucks	15.07057	TBD, Chev Silv 2016	2016 Silverado Flatbed	1GB4CYCB3GF289816	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	15.01553	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	1N6AD0EVXAC419287	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 Hindal,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	3C6TR5DT5FG681589	HR
VEH	2	Pickup Trucks	15.01574	Kathyn 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	3C6UR5CJ8HG663484	HR
VEH	2	Pickup Trucks	15.01581	Desmond Patrick, Dodge 2500 17	2017 Dodge 2500	3C6UR5CJ3HG663487	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	NMOGE9F71F1209532	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 Siesser, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL2JG395084	HR
VEH	2	Pickup Trucks	15.01595	Kyle Reece, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL9JG398256	HR
VEH	2	Pickup Trucks	15.01596	Earl Smith, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL7JG402417	HR
VEH	2	Pickup Trucks	15.01597	Jarret Powell, Dodge 2500 2018	2018 Dodge 2500HD 4x4 Cre	3C6UR5CL4JG148473	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	3C6UR5DLXKG519524	HR
VEH	2	Pickup Trucks	15.01601	Ken Athey, Dodge 2500 2019	2019 Dodge 2500	3C6UR5DLXKG519507	HR
VEH	2	Pickup Trucks	15.01602	Jamar Patrick, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ3LG100268	HR
VEH	2	Pickup Trucks	15.01603	Shelby Godwin, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ5LG100269	HR
VEH	2	Pickup Trucks	15.01604	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ1LG100267	HR
VEH	2	Pickup Trucks	15.01605	Joseph Watford, Dodge2500 2020	2020 Dodge 2500	3C6UR5CJ6LG100264	HR
VEH	2	Pickup Trucks	15.01606	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJ8LG100265	HR
VEH	2	Pickup Trucks	15.01607	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6UR5CJXLG100266	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 Bair, 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	15.01477	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	1FTFW1EBXMFA66975	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	1FTFW1E84MFC20757	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	1TF7W2A63MED51764	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

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 Stayton, 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	1FTMF1CB6GFA50190	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	1GCVKNEC0HZ178482	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

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	1DW524K2CJF690151	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	1DW544KZCHF681101	HR
EQP	E	Wheel Loaders	15.46128	Loader, JD 524K II 2018	2018 JD 544K II Loader	1DW544KZXJF689878	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	KMTWA135HHNA38261	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	FSK00846	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	82D02207	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	JJGN595NC591252	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	LV5300D331614	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	8LJ02892	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	8LJ02860	HR
EQP	G	Scrapers & Box Blades	15.48016	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	8LJ02878	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	GN9F00923	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	DW670BX547951	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	CAT0012MP89F01301	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	EDA30GP00752034	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	FJD04483	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	1FF210GXRHF525172	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	500435	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	EDK00867	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	KMTPC257AF500162	HR
EQP	I	Excavation Equipment	15.51100	Excavator, JohnDeere 135G 2019	2019 John Deere 135G	1FF135GXKJF501168	HR
EQP	I	Excavation Equipment	15.51101	Excavator, Bobcat E55 2019	2019 Bobcat E55	AJ1913557	HR
EQP	I	Excavation Equipment	15.51102	Excavator, CAT 305.5 E2 2018	2018 CAT 305.5 E2	CAT3055ECCR505630	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	FF120CK035349	HR
EQP	I	Excavation Equipment	15.51114	Excavator, Komatsu PC228U 17	2017 Komatsu PC228US Exca	KMTPC250CHC00334B	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	1FFD0C70TEE930725	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	FF3500X806545	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	1T0325GKCKJ352327	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	1FF030GXCPKC38469	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	9A22201945	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	CSR00145	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	KJJ00192	HR
EQP	K	Compaction Equipment	15.53132	Roller,CAT CB54XW VIB 2014	CB54XW 2014	KJJ00193	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 HDO90V 2012	2012 Hamm HDO90V 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	TJS00914	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	TJS01125	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	TJS01279	HR
EQP	25	Paver 10ft	15.54051	Paver, Cat AP1055F 2021	2021 CAT Paver	TJS01434	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	TJS01531	HR
EQP	25	Paver 10ft	15.54054	Paver, Cat AP1055F 2021	2021 CAT Paver	TJS01437	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	CATAP105CTJS01196	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	M46070MJM71902	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 CTCKB35Q 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	6VW047	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		1F9F30717LK451227	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	S600 Super Charger Kit	Super Charger Kit S600	736146	HR
EQP	Z	Miscellaneous Equipment	15.63043	SV170 Display (FRU)	Display SV170 (FRU)	4409832284	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	AA500299	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 AUmand	0012PR02V13	HR
EQP	83	Light Plant	15.65129	Light Tower	2014 PRO II AUmand	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 400S 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	1M0S60EACKM021551	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	RB 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	ALKG20184	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		5AJLS1616AB003245	HR
EQP	83	Light Plant	15.65168	Light Tower		5AJLS1619AB003238	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, Sullair Air Compress	202011210002	HR
EQP	M	Asphalt Equipment	15.65183	Shuttle Buggy, WeilerE12508 21	Weiler E12508 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 S65 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	1T0325GMVNJ395572	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 MLT6SK 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	1604098IR4BC1M1-1308	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"	S01909401	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		S5106290	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 DAF1800	1501FB134	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		P5000156	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	12JSC6193	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	1TC915ECLM1092230	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	1TC930MVPJ1070084	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	3006863Z79	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 236D3	CAT0236DLJCL01942	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	5TBET341945462246	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	1FTFW1ET4CFB38909	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	3GCPCREC1EG284454	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	5TFHY5F16MX973132	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	JTEZUSJR7FS085738	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	1FT7Z2BT6LEC54979	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	1N6ADOER7JN760623	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	1N6BA0EK0BN325614	HR
VEH	4	Sport Utility Vehicles	15.L0201	Christina Sheets, Toyota 4R 21	2021 Toyota 4Runner	JTEFUSJR3M5241886	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	3TMCZ5AN0LM349906	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	3GTU2LEC6JG195861	HR

VEH	2	Pickup Trucks	15.L0215	Joseph Peterson, Ford F250 18	2018 Ford F250	1FT7W2BT1JEC61285	HR
VEH	2	Pickup Trucks	15.L0217	John Poliman, 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	5TFDWSF11GX551309	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 Telluri 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	5TFDX4GNXDX019850	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	2GC4YNEY9P1710855	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	1GNKRFED2FJ245827	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	5FTJCSDB3PX020880	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	5TFRYSF16AX087036	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	1NKDX4EX0HJ164841	HR
HVH	0	On-Highway TruckS	15.R0122	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164842	HR

VEH	2	Pickup Trucks	15.01392	Sherman Henry, F150 2018	Pickup, Ford F150 2018	1FTEX1C84JKE56037	HR
VEH	2	Pickup Trucks	15.01393	Rudy Perez, F150 2018	Pickup, Ford F150 2018	1FTEW1EG8JFC24292	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	1FTNT20525EB82886	HR
VEH	2	Pickup Trucks	15.01424	Nate Wilcox, Ford F250 4X4 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	1FTEW1CB0JKE51126	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	1FTEW1E50KKE44850	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	1FT7W2B66LEC16212	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	1FTFW1E49LFB99920	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	1FTEW1CS7LFA73997	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

DANIEL A HOYT

4511 Micanopy Crescent Drive, Lakeland Florida 33811
(817) 771-8567, DAHoyt2014@yahoo.com

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

CONTRACTING, INC.

C. W. Roberts Contracting, Inc.
Earthwork, Roadways, Storm Drain & Underground Utilities
8535 SW Jaymes Way, Palm City, FL 34990
Office: 772-288-0951 Fax: 772-288-0983

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

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

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

HVH	0	On-Highway TruckS	1S.R0123	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX3HJ164843	HR
HVH	0	On-Highway TruckS	1S.R0124	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX0HJ164838	HR
EQP	48	Dump Off Rd	1S.R0126	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXCGE674301	HR
EQP	48	Dump Off Rd	1S.R0127	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXPGE674303	HR

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit F

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 5°F 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 60°F, 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 55°F 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 30°F 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 86°F but is less than 100°F.

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 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. 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.

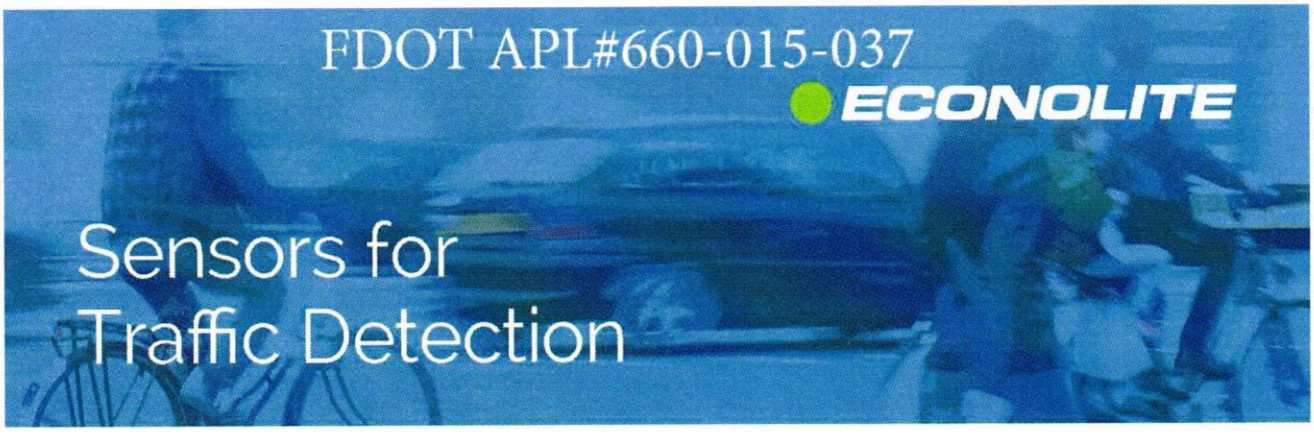
344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit G

EXHIBIT "G"
VIDEO DETECTION SYSTEM



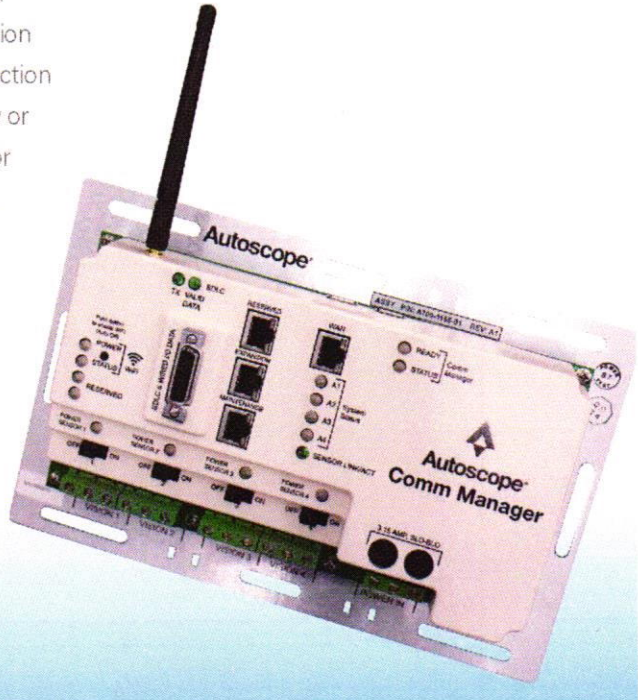
Autoscope® Comm Manager

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*
  - *ICES*
  - *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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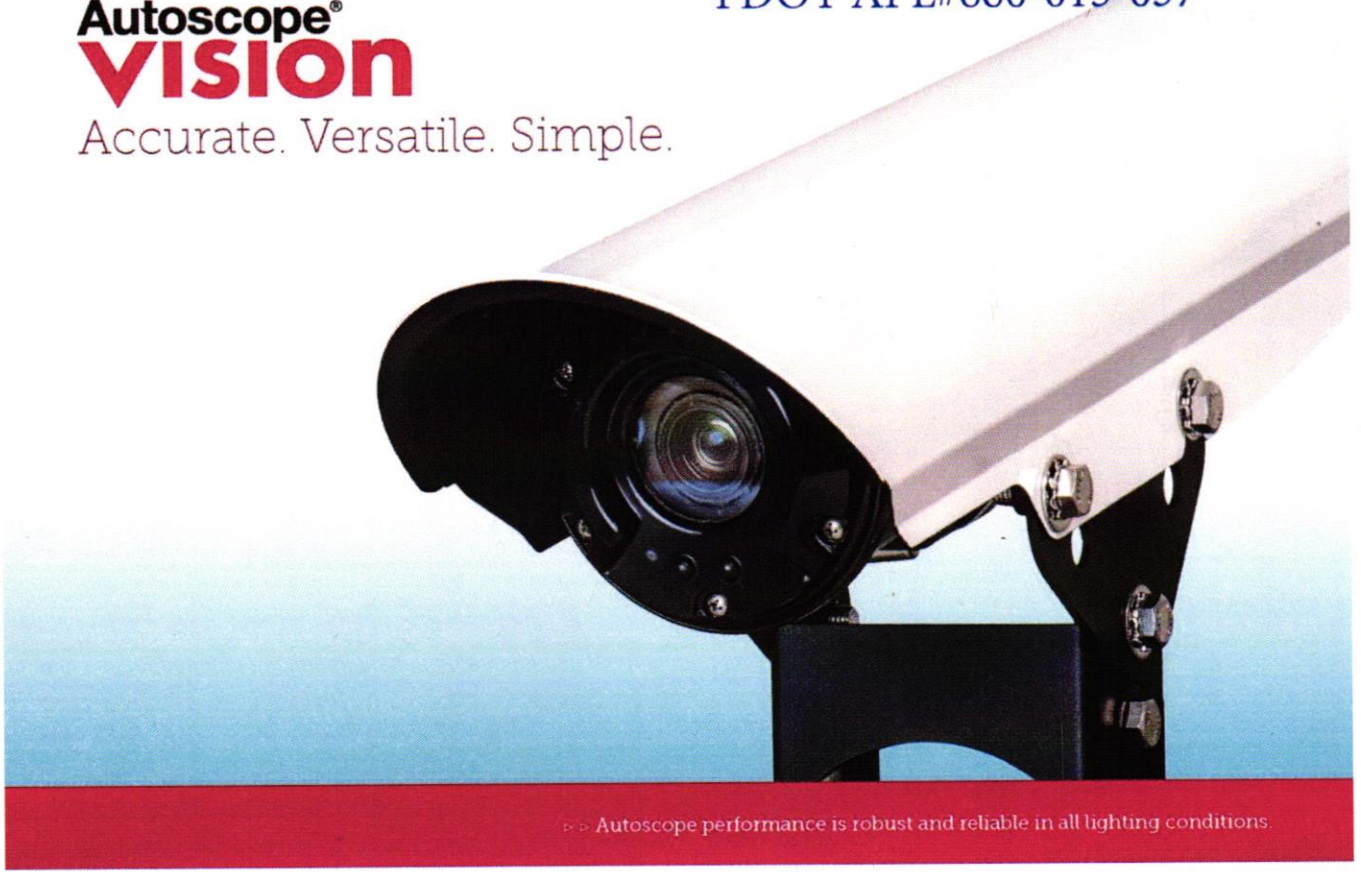
FDOT APL#660-015-037

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.

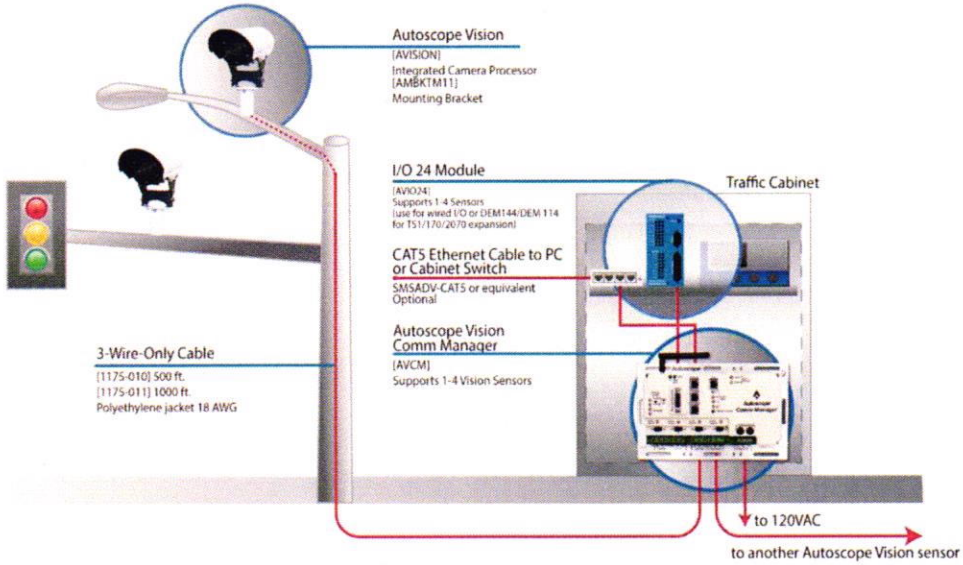
Application

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

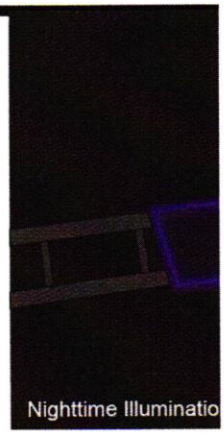
Don Bell Signs to fabricate & install:
(___) S/F non-illuminated, District Brand Archway Signs, as shown.

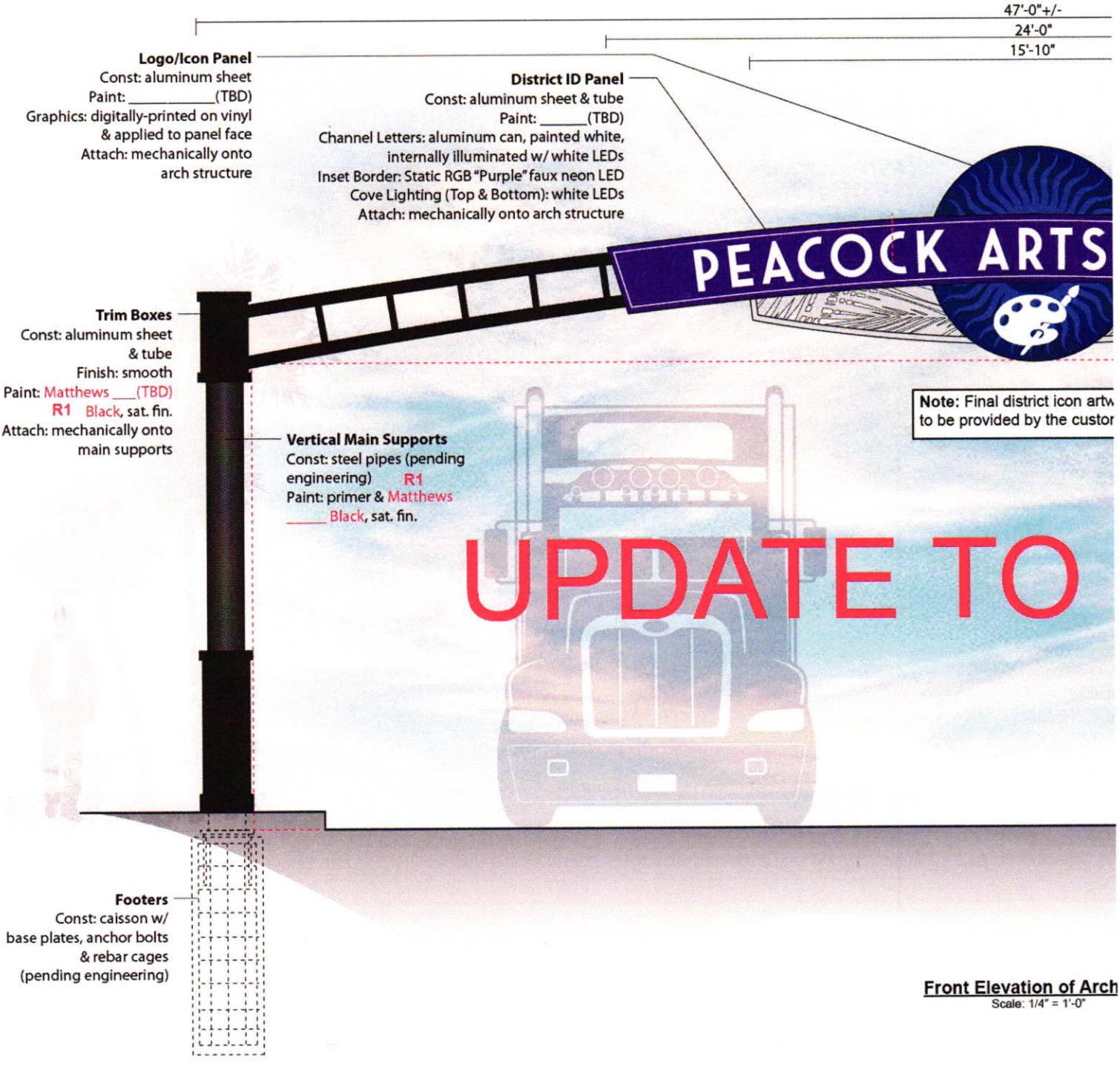
Notes:

All hardware to be non-corrosive.

Landscaping by others.







Front Elevation of Arch
Scale: 1/4" = 1'-0"

Note: This sign design is subject to change in order t
& municipal codes pertaining to roadway plac

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LATONYA HUBBARD, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: UNIT PRICE CONSTRUCTION CONTRACT - BID NO. 2025-024

CAO RLS#: 25-309

DATE: OCTOBER 31, 2025

I have reviewed the above Request for Legal Services (RLS) related to Bid No 2025-024 Unit Price Construction Contract between the City of Fort Pierce and C.W. Roberts Contracting Inc. I made one revision to note the Contractor's address is a local address and not the principal address noted in Sunbiz. Based on the above, ***the Unit Price Construction Contract 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.

City Commission Regular Meeting - 5:05 PM **Agenda Item # 11. D.**

Meeting Date: 09/02/2025

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

Submitted For: Selena Griffett, Project Engineer, Engineering

---

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.

SUMMARY:

On April 15, 2024 the City Commission issued Resolution No 24-R24 acknowledge the General Appropriation Grant (GAA) from the State of Florida in the amount of $1,500,000. The agreement (FM# 453170-1-54-01) required City coordination with FDOT to authorize and approve the project.

On July 18, 2025 FDOT provided a letter of concurrence to award Bid No 2025-024 to C.W. Roberts Contracting, Inc.

Attached are C.W. Roberts response to Bid 2025-024, FDOT's letter of award concurrence, and the Bid 2025-024 Documents.

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 project. A finalized contract document will return for City Commission approval, signature, and execution.

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: $2,572,873.50
FISCAL IMPACT:
The Infrastructure Surtax Fund will provide $2,572,873.50
Additionally FPRA will provide $1,500,000.00

Budgeted Y/N: y
Fiscal Year: 2025/2026
Account: 1049400554000563100
Amount: $1,500,000.00
FISCAL IMPACT:
FPRA's fund balance will fund $1,500,000.00 of the project construction costs.

Attachments

C W Roberts Bid Response
FDOT Concurrence 07172025
Bid 2025-024 Posting
Recommendation to Award
Bid Tabulation Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/28/2025 05:34 PM
City Manager	Richard Chess	08/28/2025 05:52 PM
Form Started By: Selena Griffett		Started On: 07/18/2025 09:30 AM
Final Approval Date: 08/28/2025		

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

Meeting Date: 02/02/2026

Re: Approval of Service Agreement with Morivalous Cleaning Inc. for Bid No. 2026-004 - City Park Restroom Cleaning

Submitted For: Madison White, Purchasing Agent, Finance Department

---

SUBJECT:

Approval of a Service Agreement for Bid No. 2026-004 for City Park Restroom Cleaning in the amount of $100,400.00 annually.

SUMMARY:

On December 1, 2025, the City Commission approved the award of **Bid No. 2026-004 – City Park Restroom Cleaning Services** to **Morivalous Cleaning, Inc.**, for an amount not to exceed **$100,400.00 annually**.

This contract enhances the City's existing restroom maintenance program by expanding service coverage from three (3) days per week to seven (7) days per week, ensuring consistent, reliable, and high-quality cleaning services across **sixteen (16) City-owned facilities**. The expanded scope of services is intended to improve sanitation standards, public health, and overall facility conditions for residents and visitors.

The agreement is for an initial **one-year term**, with **two (2) additional one-year renewal options.**

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Richard Stauffer, Facilities Manager

COORDINATED WITH:

Public Works Department
Purchasing Division
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0014004-534900
Amount:	100,400.00

OTHER INFORMATION:

The funds for this contract will come from the Facilities Maintenance contractual account: 0014004-534900.

Attachments

Service Agreement
Memo - City Attorney
Agenda Item # 11.I.

CITY OF FORT PIERCE
SERVICE AGREEMENT
RESTROOM CLEANING SERVICES FOR CITY PARKS

This Agreement for Restroom Cleaning Services (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City"), and Morivalous Cleaning, Inc., a Florida Corporation whose principal place of business is 1922 North 45th Street, Fort Pierce, Florida 34947(hereinafter referred to as "Contractor")(collectively referred to hereinafter as the "Parties").

City and Contractor hereby agree as follows:

1. Contractor Services.

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

Contractor's performance of the Services will conform to the specifications and requirements contained in the Bid No. 2026-004 City Parks Restroom Cleaning ("Bid") and the Contractor's Bid dated October 28, 2025. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed **one hundred thousand four hundred dollars and no cents ($100,400.00)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

2.2 Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

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

2.3 All invoices must contain the Purchase Order number, the required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing

deviations or omissions will be returned to CONTRACTOR for correction and resubmission. CONTRACTOR shall not perform any service or provide products until they have issued an approved Purchase Order. Service invoices shall be billed monthly at the contracted rate per service of the services performed per the Statement of Work.

3. Term.

This Agreement shall commence as of the date last signed below ("Effective Date") and remain in full force and effect for one (1) year, unless otherwise extended or terminated in writing. This Agreement may be renewed for two (2) one-year renewal options if mutually agreed upon in writing by both parties, subject to the same price, terms, and conditions set forth in this Agreement.

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

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

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

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

5. Ownership and Use of Work Material.

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

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

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

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

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

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

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.

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

7. **Public Records.**

The CITY strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, the CONTRACTOR shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the CITY to perform the service.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK BY PHONECALL, EMAIL, OR MAILING TO 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

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

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

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

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

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

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

8.7 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this Agreement shall survive the termination or expiration of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from

the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

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

(1) **CONTRACTOR** shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same. Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

(2) **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE.**
Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right to Recover

From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3)**COMMERCIAL GENERAL LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (additional insured-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) **AUTOMOBILE LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(5) **GENERAL CONDITIONS**

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

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

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

(6) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement. 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.

(7) All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(8) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damage caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce/Public Works Department
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability
City of Fort Pierce and their members, officials, officers and employees.

11. Written Authorization Required

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

12. Notice

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

As to City:
Richard Stauffer
Facilities Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950
Phone: 772-464-1245

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy 1
Fort Pierce, FL 34950
Phone: 772-467-3102

As to Contractor:
Felicia Morival
Morivalous Cleaning, Inc.
1922 North 45th Street
Fort Pierce, FL 34947

13. Miscellaneous

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

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

13.3 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. Contractor 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.

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

13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or

damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

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

13.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

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

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

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

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

13.12 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.

[SIGNATURE PAGE TO FOLLOW]

Attached: Exhibit A – Statement of Work
Exhibit B – Contractor's Bid

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

CONTRACTOR
MORIVALOUS CLEANING INC.

By: _____

Name: Felicia Morival

Title: President

Date: 1/8/26

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness as to the City

By: _____
Sara K. Hedges, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2025

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

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

PRODUCER Jerger Insurance and Financial Service LLC 805 Virginia Ave Ste 9 Fort Pierce, Florida 34982	CONTACT NAME: Gregory L Jerger PHONE (A/C, No, Ext): 772-468-6636 FAX (A/C, No): 772-828-3864 E-MAIL ADDRESS: info@jergersinsurance.com
INSURED Morivalous Cleaning Inc 601 S 21st Street Fort Pierce, Florida 34950-6247	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Century Surety Company — 36951 INSURER B: Mt hawley Insurance Company — 37974 INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y	Y	CCP-1316879	04/30/2025	04/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CCP-1316879	04/30/2025	04/30/2026	EACH OCCURRENCE AGGREGATE Prod/Comp Operations	$ 5,000,000 $ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Morivalous Cleaning Inc 601 N 21st Street, Fort Pierce, Florida 34950 1922 N 45th Street Fort Pierce, Florida 34947 ia a Janitorial Service Business.

CERTIFICATE HOLDER

City of Fort Pierce/Public Works Department
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2026

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Morivalous Cleaning Inc 1401 Higbey St Se Palm Bay FL 32909	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Technology Insurance Company, Inc. / 42376 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4778238 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TWC4624645	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

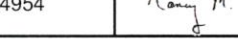
CERTIFICATE HOLDER

City of Fort Pierce/Public Works Department, Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2026

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 Kretschmer Insurance Agency, Inc. PO Box 12519 Fort Pierce FL 34979	CONTACT NAME: Angela Lee PHONE (A/C, No, Ext): (772) 467-6656 FAX (A/C, No): (772) 461-8425 E-MAIL ADDRESS: angie@kretschmerinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Infinity Assurance Insurance C	39497
INSURED Morivalous Cleaning Inc 1922 N 45th St Fort Pierce FL 34947 (772) 985-8475	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES AL **CERTIFICATE NUMBER:** Cert ID 16453 (3) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			50008290502	01/10/2026	01/10/2027	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

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

CERTIFICATE HOLDER

City of Fort Pierce / Public Works Department
Attn: Purchasing Division
P.O. Box 1480

Ft. Pierce FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Angela Lee

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EXHIBIT "A"
STATEMENT OF WORK

1. CONTRACTOR'S RESPONSIBILITES

a. Provide a trained staff of competent personnel for the performance of the services described.

b. Contractor's personnel shall report any damage or abnormalities to Richard Stauffer, Facilities Maintenance Manager, as soon as possible.

c. Contractors shall designate a site supervisor as a contact person and provide the City with this person's name and cell number.

d. Contractor shall provide all required cleaning equipment and cleaning and disinfecting solution/compounds. Material Safety Data Sheets shall be provided to the City for their records.

e. Contractor shall complete appropriate sections of daily inspection reports as provided by the City. These sections include:
   - ❖ Time serviced
   - ❖ Serviced by
   - ❖ Initials legend

2. CITY'S RESPONSIBILITIES

a. Shall supply the Contractor with two (2) sets of keys for each site.

b. Shall supply names and phone numbers of contact persons to report problems noted in restrooms.

c. Shall supply paper products (toilet tissue & paper towels), liquid hand soap and serviceable dispensers for these items.

3. CONTRACTOR REQUIRED SERVICES

a. Sweep floor each visit.

b. Wet mop tiled floors using a disinfectant cleaner each visit

c. Wash down cement - floors using a disinfectant cleaner each visit. Leaving no standing water.

d. Clean and disinfect all sinks, commodes, and urinals each visit.

e. Clean and disinfect any soiled areas on walls, partitions, grab bars, ledges, doors, etc. each visit.

f. Clean mirrors each visit

g. Clean out - floor channels/drain areas each visit.

h. Clean and disinfect drinking fountains each visit.

i. Polish stainless- steel surfaces weekly.

j. Empty all interior and exterior waste receptacles each visit and replace liners. There

k.

are dumpsters and/or large trash receptacles available at each facility for disposal.

l. Refill toilet-tissue, paper towel and liquid soap dispensers each visit.

m. Police or sweep outside entrances each visit.

n. When finished cleaning, doors/gates should be left as they are found, i.e. locked/unlocked.

o. When finished cleaning, doors/gates should be left as they are found, i.e. locked/unlocked.

p. In special circumstances, such as severe plumbing blockages or incidents of vandalism, the Contractor shall promptly report the issue to the Facilities Manager for further instruction and coordination.

q. All tasks must be performed at the specified frequency and in accordance with the quality standards described in this section.

4. CONTRACTOR SERVICE SCHEDULES AND FREQUENCY

Services to be performed twice daily at each location, at the times specified in the cleaning schedule, and to the same quality standards.

5. CONTRACTOR REQUIRED CLEANING SUPPLIES

- Simonize "Pinequat" all -purpose cleaner/disinfectant
- Simonize "Full Strength" toilet bowl & urinal cleaner
- Simonize "Stainless Steel Polish"
- Simonize "Glass Cleaner"

6. SERVICE SITES AND LOCATION DESCRIPTION

SITE NAME	LOCATION DESCRIPTION
Maravilla Park	Located at Oleander and Maple
Rotary Park	Located at South 23rd and Virginia Avenue
South 29th Street Park	Located at South 29th and Quincy Avenue
Dreamland Park	Located at South 25th and Citrus Avenue.
Pioneer Park	Located at North 29th Street and Avenue M.
10th Street / Linear Park	Located at 10th Street and Avenue C.

Pinewood Park	Located at South U.S 1 on the northwest corner of U.S 1 and Hayes Road.
Library Restroom	Located downtown at 200 N. Indian River Drive.
Black Pearl Boat Ramp	Located on the northeast corner of South Indian River Drive and Seaway Drive.
South Causeway Park	Located at South AIA and northeast side of South Bridge.
South Jetty Park	Located at northeast end of Seaway Drive and South A1A
South Beach Park	Located at South A1A and Crestview Drive
Kimberly Bergalis Park	Located between the 100th to 199th block of South Ocean Drive.
Jaycee Park (1 & 2)	Located at South A1A and Melaleuca Drive. One set is on the East side near the pickleball courts. One set of men's and women's restrooms on the West side near the playground.
Surfside Park	Located on the 200th block of South Ocean Drive.

7. RESTROOM SPECIFICATIONS

SITE NAME	MEN'S RESTROOM SPECIFICATIONS	WOMEN'S RESTROOM SPECIFICATIONS
Maravilla Park	**140 sq ft** 1 sink, 1 toilet, 1 ADA stall	**140 sq ft** 1 sink, 1 toilet, 1 ADA stall
Rotary Park	**42 sq ft** 1-stall and 1 sink	**42 sq ft** 1-stall and 1 sink
South 29th Street Park	**50 sq ft** 1 toilet, 1 sink	**50 sq ft** 1 toilet, 1 sink
Dreamland Park	**100 sq ft** 1-ADA stall, 1-urinal, and 1- sink.	**100 sq ft** 1- ADA stall, 1- standard stall, and 1- sink.
Pioneer Park	**56 sq ft** 1 sink, 1 urinal, 1 toilet	**56 sq ft** 1 sink, 1 toilet
10th Street / Linear Park	**72 sq ft.** 1 sink, 1 toilet	**72 sq ft** 1 sink, 1 toilet

Pinewood Park	**125 sq ft** 1- toilet, 1- urinal, and 1- sink.	**125 sq ft** 2- stalls, and 1-sink.
Library Restroom	**224 sq ft** 1- ADA stall w/sink, 2- standard stall, 3- urinals, and 3-sinks.	**224 sq ft** 1 ADA stall w/sink, 4- standard stalls, and 3- sinks.
Black Pearl Boat Ramp	**54 sq ft** 1- toilet, and 1- sink.	**54 sq ft** 1- toilet, and 1- sink.
South Causeway Park	**176 sq ft** 1-ADA stall w/sink, 1- standard stall, 2- urinals, and 1- sink.	**176 sq ft** 1-ADA stall w/sink, 3- standard stalls, and 1- sink.
South Jetty Park	**240 sq ft** 1-ADA stall w/sink, 3 - standard stall, 2- urinals, and 3- sink.	**240 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 3- sinks.
South Beach Park	**396 sq ft** 1- ADA stall w/sink, 1- standard stall, 2- urinals, and 2- sinks.	**396 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 2- sinks.
Kimberly Bergalis Park	**176 sq ft** 1-ADA stall w/sink, 2- urinals, and 1- sink.	**176 sq ft** 1- ADA stall w/sink, 3- standard stalls, and 2- sinks.
Jaycee Park (1)	**256 sq ft** 1-ADA stall w/sink, 3- standard stalls, 2- urinals, and 3- sinks.	**256 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 3- sinks.
Jaycee Park (2)	**256 sq ft** 1-ADA stall w/sink, 3- standard stalls, 2- urinals, and 3- sinks.	**256 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 3- sinks.
Surfside Park	**42 sq ft** 1- toilet, and 1- sink	**42 sq ft** 1- toilet, and 1- sink

8. RESTROOM CLEANING SCHEDULE

PARK	TIME OF CLEANINGS	NO. OF WEEKLY CLEANINGS
Maravilla Park	**6:00 AM and 11:00 AM**	**7 Days a Week**
Rotary Park	**6:30 AM and 11:30 AM**	**7 Days a Week**
South 29th Street Park	**7:00 AM and 12:00 PM**	**7 Days a Week**
Dreamland Park	**7:30 AM and 12:30 PM**	**7 Days a Week**
Pioneer Park	**8:00 AM and 1:00 PM**	**7 Days a Week**
10th Street / Linear Park	**8:30 AM and 1:30 PM**	**7 Days a Week**

Pinewood Park	**9:00 AM and 2:00 PM**	**7 Days a Week**
Library Restroom	**9:30 AM and 2:30 PM**	**7 Days a Week**
Black Pearl Boat Ramp	**6:00 AM and 2:30 PM**	**7 Days a Week**
South Causeway Park	**6:30 AM and 4:00 PM**	**7 Days a Week**
South Jetty Park	**7:00 AM and 5:00 PM**	**7 Days a Week**
South Beach Park	**7:30 AM and 3:00 PM**	**7 Days a Week**
Kimberly Bergalis Park	**8:00 AM and 3:30 PM**	**7 Days a Week**
Jaycee Park (1)	**8:30 AM and 4:30 PM**	**7 Days a Week**
Jaycee Park (2)	**9:00 AM and 4:30 PM**	**7 Days a Week**
Surfside Park	**9:30 AM and 5:00 PM**	**7 Days a Week**

9. **HOLIDAY COVERAGE**

The contractor shall provide janitorial cleaning services on all recognized public holidays, regardless of the standard cleaning schedule, to ensure park restroom facilities remain serviced when City of Fort Pierce Public Works employees are not scheduled to work. The City typically observes, but is not limited to, the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Holiday service will include:

- Completion of all cleaning tasks as outlined in **Exhibit A, Item 3** ("Detailed Listing of Services Required"), performed to the same standards as regular service days.

- Service at all locations listed in **Exhibit A.**

- Cleaning times to remain the same as noted in Exhibit A.

- CONTRACTOR is responsible for ensuring proper staffing, supplies, and supervision to maintain uninterrupted service during holidays. This coverage is critical to maintaining cleanliness and public access to restroom facilities when City personnel are unavailable due to the City's holiday schedule.

EXHIBIT "B"
CONTRACTOR'S BID

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: Madison White, 772-467- 3102	BID NO: 2026-004
Pre-Qualification Conference Time & Date: N/A	Bid Title: CITY PARK RESTROOM CLEANING
Pre-Qualification Conference Location: N/A	Bid Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, OCTOBER 28, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Morivalous Cleaning Inc. Mailing Address: 1922 N 45th St	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Felicia Morival Authorized Signature (Manual)
City, State, Zip Code: Ft.Pierce, FL 34947	Typed or Printed Name: Felicia Morival
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: President
Incorporated in the State of: FL Year: 2014	Delivery in _____ days, ARO
Phone Number: (772)985-8475	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 46-5424063
E-Mail Address: fmorival@morivalous.com	Local Business: X Y ___N MWBE: X 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

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Marvelous Cleaning Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

6/11/2025
Date

10/28/25

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF BREVARD

FELICIA MORIUM, being first duly sworn, deposes and says:

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

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

Marvalous Cleaning Inc
(Firm Name)

By: [signature]

Title: President

Subscribed and sworn to before me this 11

day of, JUNE ~~2023~~. 2025

[signature]
Notary Public

My Commission expires: (Seal)

10-30-27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Felicia Morival /President
(Print individual's name and title)
for Morivalous Cleaning Inc.
whose business address is 1922 N 45th St. Ft. Pierce FL 34947
(If applicable) its Federal Employer Identification Number (FEIN) is 46-5424063
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income

among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH **1** (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

6/11/25
(Date)

STATE OF FLORIDA

COUNTY OF BREVARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority FELICIA MORCIVAL
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 11 of JUNE, 2025.

(NOTARY PUBLIC)

My Commission Expires: 10/30/27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

E-VERIFY
AFFIRMATION STATEMENT

Description: City Park Restroom Cleaning

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

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

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

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

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

Contractor/Bidder/Bidder Company Name: Marvelous Cleaning Inc.

Authorized Company Person's Signature: Fct. Marl

Authorized Company Person's Title: President

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 11 day of JUNE, 2025 by FELICIA MARVAL, who is

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

Signature: Kelly Carden (Seal)

NOTARY PUBLIC

My Commission Expires: 10-30-27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Morivalous Cleaning Inc.

Respondent's Authorized Representative Name and Title: Felicia Morival / President

Address: 1922 N 45th St.

City: Ft. Pierce State: FL Zip: 34947

Phone Number: (772) 985-8475 Respondent FEIN: 46-5424063

Email Address: Fmorival@morivalous.com

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

Certification:

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

Certified By: [signature]

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

Authorized Signature Print Name and Title: Felicia Morival / President

Date: 6/11/25

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

Vendor name: Morivalous Cleaning Inc

Authorized Representative's Name and Title: Felicia Morival / President

Address: 1928 N 45th St.

City: Fort Pierce State: FL Zip Code: 34947

Phone Number: (772) 985-8475 Email Address: Fmorival@morivalous.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: _____ Felicia Morival / President 6/11/25
Authorized Signature Printed Name and Title Date

Affidavit – Use of Coercion for Labor or Services Form

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 11 day of JUNE, 2025 by FELICIA MORIVAL, who is

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

Notary Public Signature: _____ (Seal)

Print Name: KELLY CARDEN

My Commission Expires 10-30-27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

REFERENCES

Bid No. 2025-015
CITY PARK RESTROOM CLEANING

Contact Person & Title	~~Sgt.~~ Captain Kane
Email Address	Douglas.Kane@djj.state.fl.us
Phone No.	(772) 468-3940
Company Name	St. Lucie County DJJ
Mailing Address	N/A
City, State, Zip	Ft. Pierce FL 34947
Type of commercial work contracted	Commerical cleaning non-secure area.
Contact Person & Title	Tanya White
Email Address	Twhite@cityoffortpierce.com
Phone No.	(772) 467-3796
Company Name	City of Fort Pierce Public Works
Mailing Address	N/A
City, State, Zip	Ft. Pierce FL 34950
Type of commercial work contracted	Commerical Cleaning Restrooms.

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) Marvalous Cleaning Inc.

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.) 1922 N 45th St.

Requester's name and address (optional)

City, state, and ZIP code Fort Pierce FL 34947

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
46 : 5424063

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 ▶ Pete Mail Date ▶ 6/11/25

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,

BID RESPONSE FORM

Bid Item	CITY PARK RESTROOM CLEANING		
Bid Number	2026-004	Due Date & Time	3:00 PM, TUESDAY, OCTOBER 28, 2025

The bidder agrees to provide professional janitorial cleaning services for the City of Fort Pierce, specifically for the park and facility restrooms listed in this solicitation, in full accordance with the specifications set forth in **Section IV – Statement of Work** and at the prices entered below. The bidder shall furnish all necessary labor, supervision, equipment, tools, and cleaning supplies, and shall be fully responsible for the delivery and maintenance of the required cleaning services.

Bidders must provide unit pricing for each service site under both the Three-Day Service Schedule and the Seven-Day Service Schedule, as reflected in the table below.

Unit Pricing – By Cleaning Schedule

Site Name	Location	Three-Day Service Schedule (Unit Price Per Service)	Seven-Day Service Schedule (Unit Price Per Service)
Maravilla Park	Oleander Avenue and Maple Avenue	$ 12	$ 8.50
Rotary Park	South 23rd and Virginia Avenue	$ 12	$ 8.50
South 29th Street Park	South 29th and Virginia Avenue	$ 12	$ 8.50
Dreamland Park	South 25th Street and Citrus Avenue	$ 12	$ 8.50
Pioneer Park	North 29th Street and Avenue M	$ 12	$ 8.50
10th Street / Linear Park	10th Street and Avenue C	$ 12	$ 8.50
Pinewood Park	South US-1 and Hayes Road	$ 12	$ 8.50
Library Restroom	200 N. Indian River Drive	$ 12	$ 8.50
Black Pearl Boat Ramp	South Indian River Drive and Seaway Drive	$ 12	$ 8.50
South Causeway Park	South A1A and Northeast side of South Bridge	$ 12	$ 8.50

Commented [MW1]: Please confirm the specific item in each site location and provide the missing details for the [illegible] facilities

Commented [MW2]: Statement of Scope

South Jetty Park	Seaway Drive and South A1A	$24	10	$240
South Beach Park	South A1A and Crestview Drive	$24	10	$ 240
Kimberly Bergalis Park	Between the 100 and 199 Block of South Ocean Drive	$24	10	$ 240
Jaycee Park 1	South A1A and Melaleuca Drive	$ 24	10	$ 240
Jaycee Park 2	South A1A and Melaleuca Drive	$ 24	10	$ 240
Surfside Park	200 Block of South Ocean Drive	$ 24	10	$ 240
		TOTAL - HOLIDAY COVERAGE		$ 3,840

BID PRICE TOTALS

Using your **Unit Price Per Service Totals** for each schedule from the **Unit Pricing – By Cleaning Schedule** table, and your **Holiday Coverage Total** from the **Holiday Coverage Pricing** table, calculate the total bid prices for each service schedule below. Please note for evaluation purposes, the City will apply a standard estimate **of ten (10) recognized public holidays per year**, each requiring **two (2) cleanings per day.**

BID PRICE FOR THREE-DAY SERVICE SCHEDULE		
Calculation Step	**Formula**	**Amount ($)**
Base Service Total	(Unit Price Per Service Total for Three-Day Service Schedule) x 156 Regular Service Days x 2 Cleanings Per Day	$ 59,904.00
Holiday Coverage Total	(Total of Holiday Coverage Pricing Table)	$ 3,840.00
Total Bid Price – Three-Day Service Schedule		$ 63,744.00

BID PRICE FOR SEVEN-DAY SERVICE SCHEDULE		
Calculation Step	**Formula**	**Amount ($)**
Base Service Total	(Unit Price Per Service Total for Seven-Day Service Schedule) x 355 Regular Service Days x 2 Cleanings Per Day	$ 96,560.00
Holiday Coverage Total	(Total of Holiday Coverage Pricing Table)	$ 3,840.00
Total Bid Price – Seven-Day Service Schedule		$ 100,400.00

REVISED

BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: Morivalous Cleaning Inc.

Address: 1922 N 45th St.

City, State, Zip Code: Ft. Pierce FL 34947

Email Address: Fmorival@morivalous.com

Typed Name & Title: Felicia Morival, President

Signature: Felt Morival **Date:** 6/11/25

Telephone No.: (772) 985-8475 **Fax No.:** /

(*Remit To:

Check block below for applicable minority indicator:

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

~~1, 2025~~

CITY OF FORT PIERCE

CITY PARK RESTROOM CLEANING

BID NO. 2026-004

ADDENDUM NO. 1

The purpose of this Addendum is to address inquiries submitted by potential bidders and provide clarification regarding the previous solicitation. (Bid No. 2025-015 – City Park Restroom Cleaning) The City is providing the below information for reference only. The scope, service frequency, and list of facilities have been modified since the previous solicitation, and vendors are encouraged to carefully review the current bid documents **(Bid No. 2026-004)** and provide pricing based on the updated specifications.

QUESTIONS / ANSWERS

1. **QUESTION:** What is the name of the previous contractor who held this contract?

   ANSWER: **The previous contract for City Park Restroom Cleaning services was awarded to The Tailor Group, LLC.**

2. **QUESTION:** What was the award amount or pricing that was approved for that contract?

   ANSWER: **This contract was awarded based on a total annual amount of $48,360.00. Please note that the current solicitation, Bid No. 2026-004 – City Park Restroom Cleaning, includes an expanded scope of work, adding additional restroom facilities and requesting pricing for two service schedules (3-day Service Schedule and 7-day Service Schedule). Therefore, prior pricing is not directly comparable to this bid.**

Signature: Felicia Morival
Manual

Signature: Felicia Morival
Typed or Printed

Company Name: Morivalaus Cleaning Inc.

Address: 1922 N 45th St.
Ft. Pierce, FL 34947

Date: 10/28/25

/mw

17. **QUESTION:** Please provide the current contract pricing for this scope of work, including both: Three-Day Service Schedule and Seven-Day Service Schedule.
ANSWER: **Please refer to the response to question No. 2 of this Addendum for a list of the facilities currently serviced by the contractor and the corresponding price per cleaning. The contractor is presently providing services on a three-day-per-week schedule only for the facilities listed under question No. 2.**

18. **QUESTION:** Where will daily inspection reports (referenced in Section IV, Item 2e) be stored or submitted for City review?
ANSWER: **There will be a cork board mounted on the wall or on the back of the chase/closet door.**

19. **QUESTION:** Section IV, Item 6 lists preferred Simoniz cleaning products recommended by Risk Management. Are alternative equivalent cleaning products permitted with prior City approval and submission of SDS sheets?
ANSWER: **Yes, with prior approval of the project manager.**

20. **QUESTION:** How many City staff members currently service these locations under the existing contract or arrangement?
ANSWER: **2 to 4 City employees clean and/or maintain the restrooms Monday through Thursday.**

All other conditions of this bid remain the same.

Signature: Felicia Moral
Manual

Signature: Felicia Moriva l
Typed or Printed

Company Name: Morivalous Cleaning Inc.

Address: 1922 N 45th St.
Ft. Pierce FL 34947

Date: 10/28/25

/mw

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcsic.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #5 Receipt #1015917

Type of business 7299 MISC/PUBLIC SERVICE Expires SEPTEMBER 30, 2026

DBA name

Business: Morivalous Cleaning, INC.

Mailing address: Morivalous Cleaning, INC.
1922 N 45th Street
Fort Pierce, Fl 34947

Business location: 1922 N 45th Street
Fort Pierce, Fl 34947
GOOD FOR THIS LOCATION ONLY

RENEWAL
Original tax: $15.10
Penalty:
Collection cost:
Total: $15.10

City of Fort Pierce

P14000032497

Paid 08/13/2025 15.10 0025-20250813-056375

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Morivalous Cleaning, INC.
1922 N 45th Street
Fort Pierce, Fl 34947

State of Florida
Department of State

I certify from the records of this office that MORIVALOUS CLEANING, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 2014, effective April 9, 2014.

The document number of this corporation is P14000032497.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 30, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of October, 2025

Secretary of State

Tracking Number: 6327833520CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2025

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

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

PRODUCER	CONTACT NAME: Gregory L Jerger	
Jerger Insurance and Financial Service LLC 805 Virginia Ave Ste 9 Fort Pierce, Florida 34982	PHONE (A/C, No, Ext): 772-468-6636	FAX (A/C, No): 772-828-3864
	E-MAIL ADDRESS: info@jergersinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Century Surety Company	36951
INSURER B : Mt hawley Insurance Company	37974
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Morivalous Cleaning Inc, 601 S 21st Street, Fort Pierce, Florida 34950-6247

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	CCP-1316879	04/30/2025	04/30/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CCP-1316879	04/30/2025	04/30/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
							Prod/Comp Operations	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Morivalous Cleaning Inc 601 N 21st Street, Fort Pierce, Florida 34950 1922 N 45th Street Fort Pierce, Florida 34947 ia a Janitorial Service Business.

CERTIFICATE HOLDER

City of Fort Pierce/Public Works Department
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2025

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

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

PRODUCER Kretschmer Insurance Agency, Inc. PO Box 12519 Fort Pierce FL 34979	CONTACT NAME: Angela Lee PHONE (A/C, No, Ext): (772) 467-6656 FAX (A/C, No): E-MAIL ADDRESS: lisa@kretschmerinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Infinity Assurance Insurance C — 39497
INSURED Morivalous Cleaning Inc 1922 N 45th St Fort Pierce FL 34947 (772) 985-8475	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES LC **CERTIFICATE NUMBER:** Cert ID 16109 (3) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO	Y		50008290502	01/10/2025	01/10/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

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

CORE Construction Services of Florida, LLC (Contractor) • Owner's Name (Owner) • Any other required Additional Insured • Architect • Owner's Agent. SBSLC-Westwood HS Replacement CORE Project No: 23-01-001 its officers, officials, employees and volunteers (Owners) are covered as additional insured when required by written contract for Commercial Auto. Coverage afforded by the COMMERCIAL Auto is primary and non-contributory in favor of the additional insured per written contract.

CERTIFICATE HOLDER

CORE Construction Services of Florida LLC

8027 Cooper Creek Blvd
Suite 110
University Park FL 34201

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

Angela Lee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2025

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

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Morivalous Cleaning Inc 1401 Higbey St Se Palm Bay FL 32909	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Technology Insurance Company, Inc. / 42376 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4309683 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TWC4624645	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Core Construction Services of Florida
8027 Cooper Creek Blvd Ste 110
University Park FL 34201

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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Insurance requirements

Morivalous Cleaning currently posses all the requirements for insurance. I have include current COI's and if we win bid we will have the Certificate holder information updated to

Certificate Holder

City of Fort Pierce/Public Works Department

Attn: Purchasing Division

P.O. Box 1480

Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce/Public Works Department and their members, officials, officers and employees.

These are to show proof of current insurance and we do meet your requirements.

Thank you for your consideration

Felicia Morival

Felicia Morival 10/28/25

Morivalous Cleaning President

CITY OF FORT PIERCE 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 Request for Qualifications in its entirety.

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

	YES	NO
Did you read the bid/proposal document in its entirety?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Is the Bidder Acknowledgement Cover Page (page 1) completed, signed and attached?	✓	
Have you made sure your corporate address matches your Sunbiz information?	✓	
Have you checked your submission for proper organization?	✓	
Are you in compliance with the page limitations?	✓	
Have all areas of the bid forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable? Did you include all the forms detailed in Section III and Section V?	✓	
Included proof of proper insurance and licensing as stated in bid documents.	✓	
Are you in compliance with the submission methods listed in Section III, "Instruction to Bidders"?	✓	

PLEASE SIGN AND RETURN WITH BID _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

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

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CONTRACT - CITY PARK RESTROOMS - BID NO. 2026-004

CAO RLS#: 25-402

DATE: DECEMBER 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Service Agreement between the City of Fort Pierce and Morivalous Cleaning, Inc. for restroom cleaning services for city parks. Please note the following comments:

1. The redlined version and a clean version has been uploaded for the Department to use as a template for future agenda items.
2. Based on the comment above, **the Agreement is approved as to form and correctness**.
3. Reminder: The Department should place the Agreement on the Commission Agenda for review and approval *prior* to execution by the City. However, the Contractor, should sign the Agreement prior to it being placed on the Agenda.

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

City Commission Regular Meeting - 5:05 PM **Agenda Item # 11.I.**
Meeting Date: 12/01/2025
Re: Approval to Award Bid No. 2026-004 - Park Restroom Cleaning
Submitted For: Jason Atkinson, Director of Public Works, Public Works

---

SUBJECT:
Approval of award of Bid No. 2026-004 City Park Restroom Cleaning to Morivalous Cleaning Inc., Fort Pierce, FL in the amount of $100,400.00.

SUMMARY:

The Public Works Department respectfully requests approval to award **Bid No. 2026-004 – City Park Restroom Cleaning** to **Morivalous Cleaning Inc. of Fort Pierce, FL**, in the annual amount of **$100,400.00**. This solicitation was issued specifically for comprehensive restroom cleaning services across City parks and was distributed to **534 vendors**. Of those, **36 vendors** requested full specifications and **21 submitted complete responses**, reflecting strong industry interest and competitive pricing.

During the evaluation process, staff identified that one bid—initially believed to be the lowest—contained significant calculation errors tied to incorrect unit pricing. Once corrected, this bid was no longer competitive.

Following a thorough assessment of cost, responsiveness, and overall responsibility, **Morivalous Cleaning Inc.** emerged as the **lowest, most responsive, and responsible bidder**.

This new contract expands service coverage from **three days to seven days per week** to ensure consistent, high-quality maintenance across **16 City-owned parks**. The agreement is for a **one-year term**, with the option for **two additional one-year renewals**, providing both stability and flexibility for ongoing service needs.

RECOMMENDATION:
The Public Works Department recommends awarding Bid No. 2026-004 for City Park Restroom Cleaning to Morivalous Cleaning Inc. of Fort Pierce, Florida, for the annual amount of $100,400.00.

ALTERNATIVES:
Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:
Public Works Department

COORDINATED WITH:
Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0014004534900

Amount: 100,400.00

FISCAL IMPACT:

The funds for this contract will come from the Facilities Maintenance contractual account: 0014004-534900.

Attachments

Bid No. 2026-004
Bid No. 2026-004 TABULATION MEMO
MORIVALOUS SUBMITTAL
RECOMMENDATION FOR AWARD
BID TABULATION SHEET

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/25/2025 02:04 PM
City Manager	Richard Chess	11/25/2025 02:13 PM
Form Started By: Tanya White		Started On: 11/19/2025 01:50 PM
Final Approval Date: 11/25/2025		

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

Meeting Date: 02/02/2026

Re: Infill Lien Reduction Agreement - 1118 N 16th Ct.

Submitted For: Shaun Coss (CR), Acting Director of Community Response, Code Enforcement

---

SUBJECT:

Approval of Infill Lien Reduction Program Development Agreement with Franco Prado, owner of 1118 N 16th Ct.

SUMMARY:

Established by Resolution 22-R16 in March 2022, the Infill Lien Reduction Program promotes reinvestment and revitalization of vacant infill property by providing the property owner reasonable relief from liens levied prior to their ownership in exchange for the development of that vacant parcel. To be eligible for the program, the property must be an infill vacant lot within the city limits of Fort Pierce with no active code enforcement or nuisance abatement cases against it. The applicant must also affirm that they were not an owner or affiliated in any way with the property at the time the liens were originally recorded. Via development agreement, the City will waive all soft costs associated with the liens and provide a 50% refund of the hard costs paid.

The terms of the agreement are as follows:
Property owner must pay in full the hard costs associated with the liens in the amount of $8,205.58 at the time of issuance of a building permit or within 365 days of the Effective Date, whichever is sooner.
Once hard costs are paid, the City will waive, release, satisfy or rescind the liens in the amount of $6,007.72
Upon issuance of the Certificate of Occupancy, the City shall issue a refund to the property owner for fifty percent of the hard costs paid in the amount of $4,102.79

RECOMMENDATION:

Approve Infill Lien Reduction Program Development Agreement for 1118 N 16th Ct.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Shaun Coss, Interim Community Response Director

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026
Account: N/A
Amount: N/A
OTHER INFORMATION:

$14,213.30	TOTAL LIENS
$8,205.58	TOTAL HARD COSTS
$6,007.72	TOTAL SOFT COSTS
$6,007.72	AMOUNT WAIVED
$8,205.58	AMOUNT OWED
$4,102.79	AMOUNT REFUNDED AT C.O.

Attachments

Infill Lien Agreement
Applicant's Supporting Documents
CAO Memo
Resolution 22-R16

DEVELOPMENT AGREEMENT
For Infill Lien
Reduction Program

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____day of _____, _____ by and between the City of Fort Pierce, Florida, a municipal corporation, ("City") and Franco Prado, whose principal address is 559 NW 70th Way, Margate, FL 33063 ("Owner") (collectively, "Parties").

WITNESSETH:

WHEREAS, despite intensive efforts to accelerate the revitalization of the City's neighborhoods, there remains an excessive number of vacant properties; and

WHEREAS, these vacant properties are a blighting influence on the neighborhoods in which they are located; and

WHEREAS, these vacant properties consume a disproportionate share of City resources for code compliance and other City services, in relation to their contribution to the tax base of the City; and

WHEREAS, City Code Section 1-80 authorizes the city to execute a satisfaction or release of lien upon adoption by resolution of specific criteria for lien reduction; and

WHEREAS, on March 21, 2022, the City Commission adopted Resolution No. 22-R16, establishing an Infill Lien Reduction Program to provide relief from code enforcement and/or nuisance abatement liens in order to encourage private investment to improve blighted properties and return vacant properties to productive residential use; and

WHEREAS, the Owner owns the property ("Property") described as 1118 N 16th Ct, in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-811-0006-000-8; and

WHEREAS, the Owner, proposes to construct a duplex, 3 bedrooms 2 baths, on the Property; and

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City of Fort Pierce.

3. **DEVELOPMENT PROGRAM.**

   A. **PROPERTY TITLE**

Owner shall obtain good and marketable title to the Property prior to the Effective Date. All delinquent taxes and tax certificates must be paid in full prior to the City's release of liens.

B. **APPROVALS AND PERMITS**

Owner shall obtain all required approvals and building permits within 365 days of the Effective Date of the Agreement.

C. **COMPLETION DATE**

Specified improvements contained in Exhibit "A" must be completed and an issuance of Certificate of Occupancy must be obtained within 24 months of the Effective Date ("Completion Date"). If the Certificate of Occupancy described herein is not obtained by the Completion Date, Owner may request an extension for good cause. However, any extension of Completion Date shall be at the sole discretion of the City. The City is under no obligation to perform under this Agreement if Owner fails to obtain required permits or fails to obtain the Certificate of Occupancy by the Completion Date, or any City authorized extension thereof. Should the Owner fail to obtain the Certificate of Occupancy by the Completion Date, or any City authorized extension thereof, all payments made by the Owner pursuant to this Agreement are surrendered to the City.

D. **IMPROVEMENTS**

All work shall be performed in accordance with all applicable City of Fort Pierce Zoning, Land Development, and Building Codes and all laws of the State of Florida. The City makes no promise or representation that the improvements proposed in Exhibit "A" meet said legal requirements.

1) Owner shall hire a licensed professional to prepare and submit necessary permit documents, including drawings and specifications, for the new construction. All new construction shall conform to the requirements of the technical codes for new construction.

2) Owner shall ensure that a properly licensed contractor(s) performs all new construction in accordance with building permit requirements and completes construction by the Completion Date.

3) Owner shall obtain a Certificate of Occupancy for the Property, as a means of demonstrating that the Property construction has been completed and the Property meets all applicable City and State of Florida requirements.

4. **CITY'S RELEASE OF LIENS.** Any authorized Release of Liens shall only be effective upon the Owner providing to the City full payment of the hard costs expended by the City related to the lien(s) on the Property. The hard costs shall be calculated as the total amount of all actual financial expenditures by the City associated with the lien(s) on the Property. This shall include all nuisance abatement costs. The hard costs associated with the lien(s) on the Property that shall be paid in full by the Owner are in the amount of Eight Thousand Two Hundred Five and 58/100 Dollars ($8,205.58). The hard costs payment shall be collected at the time of issuance of a building permit or within 365 days of the Effective Date, whichever is sooner.

5. **CITY'S OBLIGATIONS.**

   A. The City will not institute foreclosure proceedings on the Property prior to the Completion Date, provided Owner complies with all the conditions set forth herein.

   B. Upon receipt of the hard costs as stated in accordance with paragraph 4, and pursuant to the Agreement as set forth herein, the City shall waive, release, satisfy, or rescind the lien(s) in the amount of Fourteen Thousand Two Hundred Thirteen and 30/100 Dollars ($14,213.30), as set forth in the attached statement, attached hereto as Exhibit “B” and made a part hereof by reference, as to the Property.

   C. Upon Owner’s completion of Owner’s obligations under the Agreement and upon issuance of the Certificate of Occupancy by the Completion Date, the City shall issue a refund to the Owner for fifty percent of the hard costs paid, not to exceed $10,000, in the amount of Four Thousand One Hundred Two and 79/100 Dollars ($4,102.79), as set forth in the attached statement, attached hereto as Exhibit "B" and made a part hereof by reference.

   D. If Owner fails to complete Owner’s obligations under the Agreement by the Completion Date or violates this Agreement in any manner, the City will retain the full hard costs amount paid and no refund will be granted.

6. **PROOF OF COMPLIANCE.** It shall be the Owner’s sole responsibility to provide proof of compliance with all Owner obligations under this Agreement to the City Manager’s Office, to include: proof of full payment of all hard costs, proof the building permit(s) was obtained, and proof the Certificate of Occupancy was obtained.

7. **INDEMNITY.** Owner shall defend, hold harmless, and indemnify the City, its officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to

the Agreement.

8. **TERMINATION.** The City may terminate this Agreement if Owner materially breaches any provision of this Agreement. Upon such termination, the hard costs amount paid is forfeited and no refund will be granted to Owner.

9. **ASSIGNMENT.** This Agreement is not assignable except with the prior written consent of the City, which consent shall be exercised at the sole discretion of the City.

10. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

12. **NOTIFICATION.** All notices, requests, demands, or other communication hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US 1
Fort Pierce, FL 34950

OWNER:
Franco Prado
559 NW 70th Way
Margate, FL 33063

13. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Owner does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

14. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO

A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

15. **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.

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 WITNESSES:

Sign: A. Prado

Print: Ashley Prado

Date: 12/24/25

Sign: [signature]

Print: Kori-Ann Donaldson

Date: 12/24/2025

OWNER:

Sign: [signature]

Print: Franco Prado

Date: 12/24/25

ACCEPTED FOR THE CITY OF FORT PIERCE:

Sign: _____

Linda Hudson, Mayor

Date: _____

Attest:

_____

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
City Attorney

EXHIBIT "A"

SPECIFIED IMPROVEMENTS

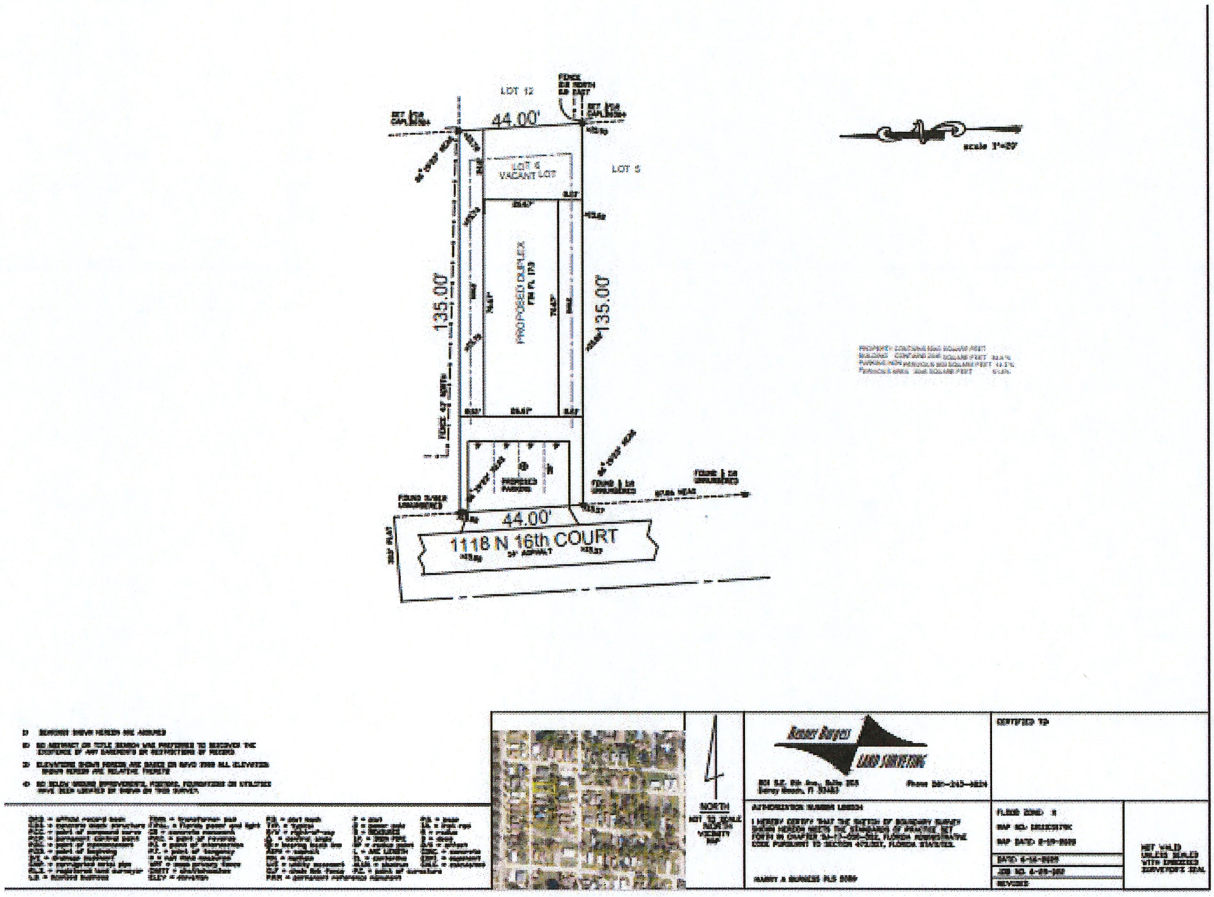


EXHIBIT "B"

APPLICABLE COSTS

Customer ID . . . : 4259 Name: **1118 N 16th Ct**
Addr: 240481100060008

Opt Code	Description	Total due	Type
INT01	LC INTEREST CHARGE 6%/YR	$559.71	Soft
LOTAD	LOT CLEARING ADMIN FEE	$500.00	Soft
LOTC2	LC	$716.58	Hard
PEN01	LC PENALTY CHARGES OF .1%	$111.85	Soft
DEMO	DEMOLTTTON	$7,489.00	Hard
DEMOA	ADMINISTATION/DEMO	$100.00	Soft
INT DM	INTEREST CHARGE 6% YR	$3,946.80	Soft
DM	PENALTY CHARGES OE .1%	$789.36	Soft

$14,213.30	TOTAL LIENS
$8,205.58	TOTAL HARD COSTS
$6,007.72	TOTAL SOFT COSTS
$ 6,007.72	**AMOUNT WAIVED**
$ 8,205.58	**AMOUNT OWED**
$ 4,102.79	**AMOUNT REFUNDED AT C/O**

Note: The purpose of this estimate is to summarize the proposed terms of the impending development agreement.
This estimate does not create any legally binding obligation or any commitment until the definitive agreement is executed.

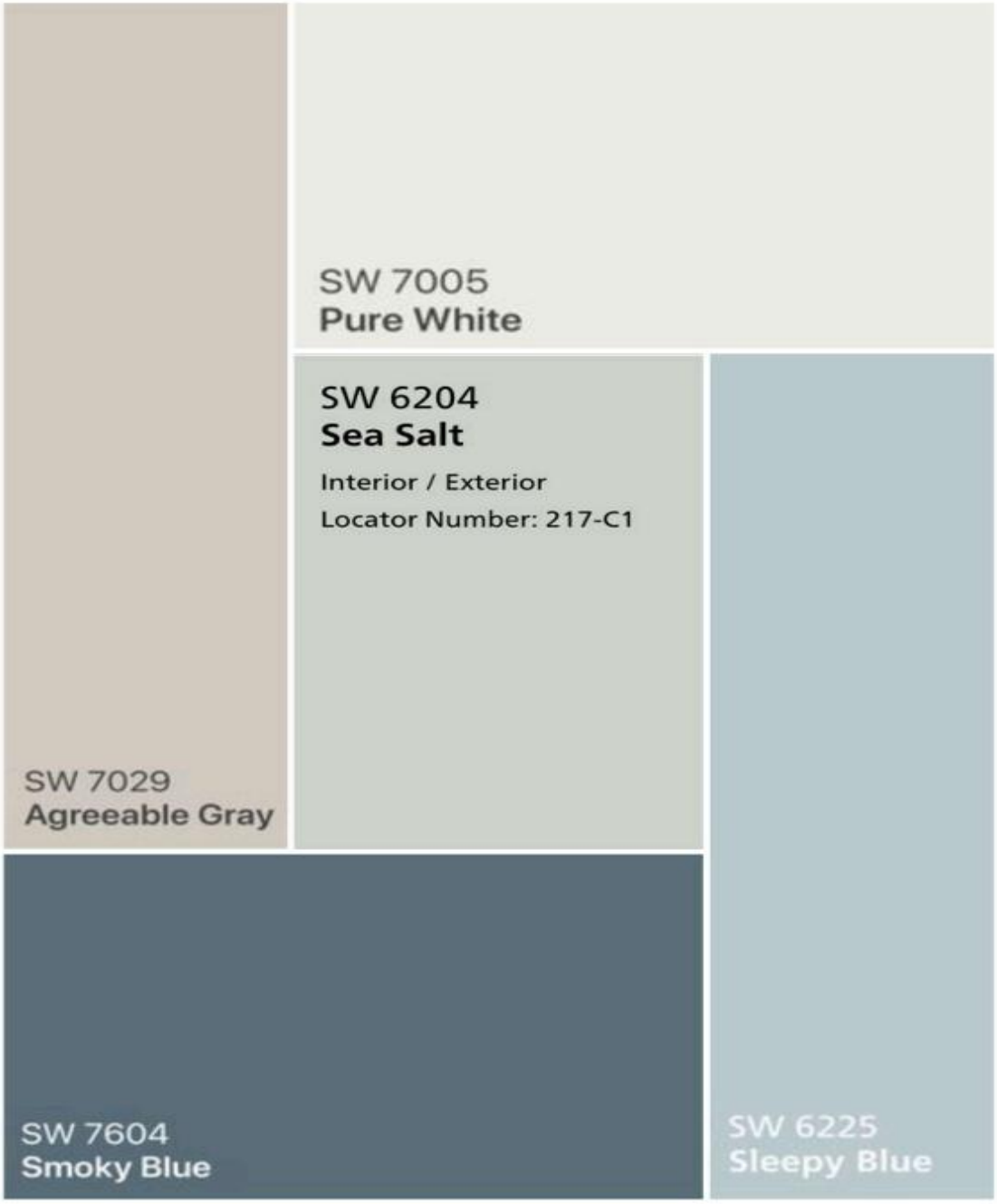
Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Color Board

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950



Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

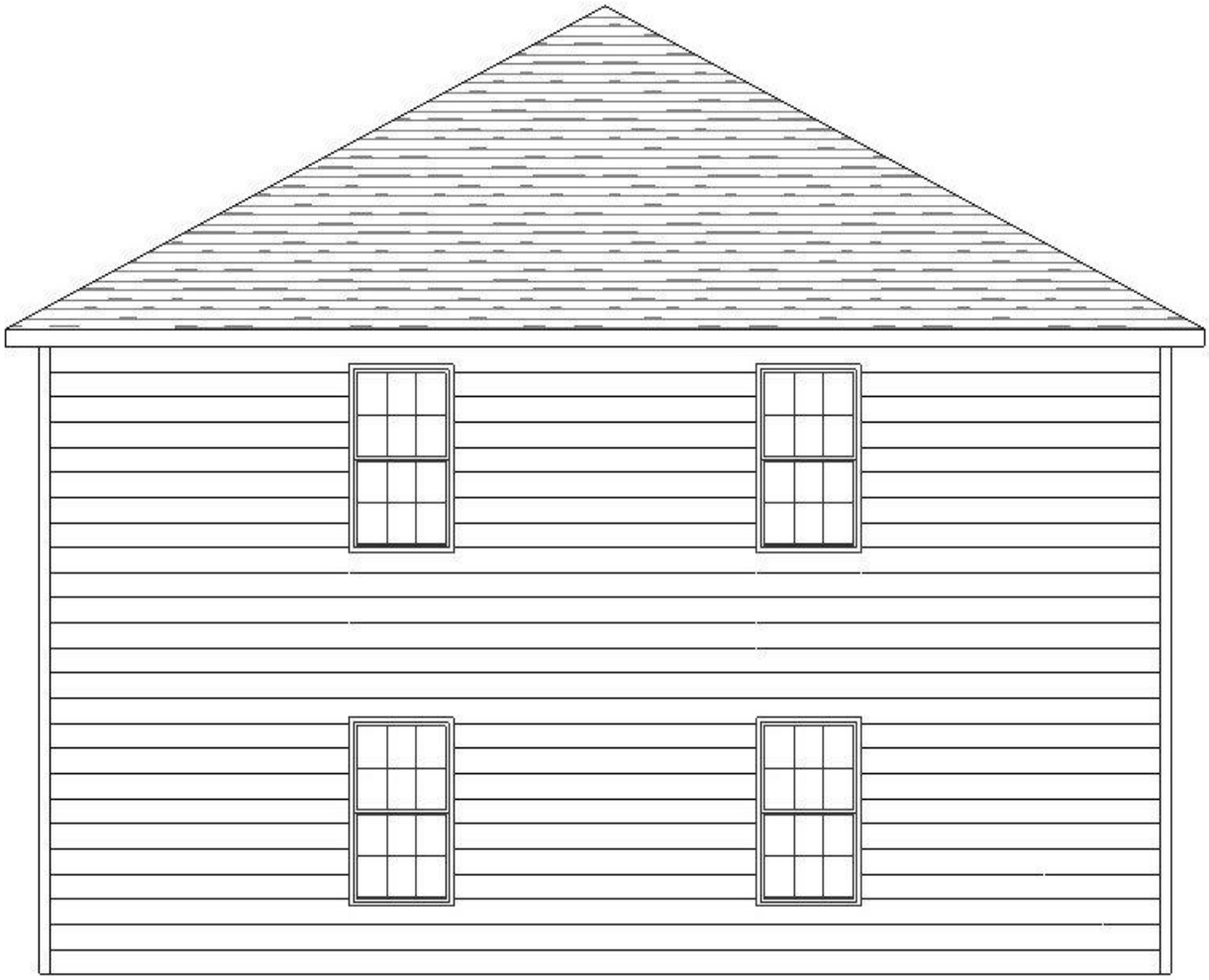
City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Elevation

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950



Franco Prado
559 NW 70th Way
Margate, FL 33063



Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Conceptual Drainage

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

The proposed development meets all the yard setbacks and building lot coverage development standards for the R-4 zone. It is expected to meet the criteria for stormwater management for the Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff.

Sincerely,

Franco Prado

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Contextual Photos Neighborhood

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

This information is provided as part of the "1118 Maps and Photos" attachment.

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Contextual Photos Subject Property

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

This information is provided as part of the "1118 Maps and Photos" attachment.

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Design Review Narrative

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

I am building two duplexes in the City of Fort Pierce. Garbage cans will be provided by my management company. If the city does not pick up trash in the area, I will subcontract with a trash company in the area. The duplexes will be illuminated with lighting every 6 feet around the entire duplex in the fascia area. I will also have solar lighting in the front of the property and along the side of the driveway. If you have any questions or concerns please call or email me. Thank you again.

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Environmental Impact Report

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

Building a duplex does not change the impact of the environment on 19th Street.

Sincerely,

Franco Prado

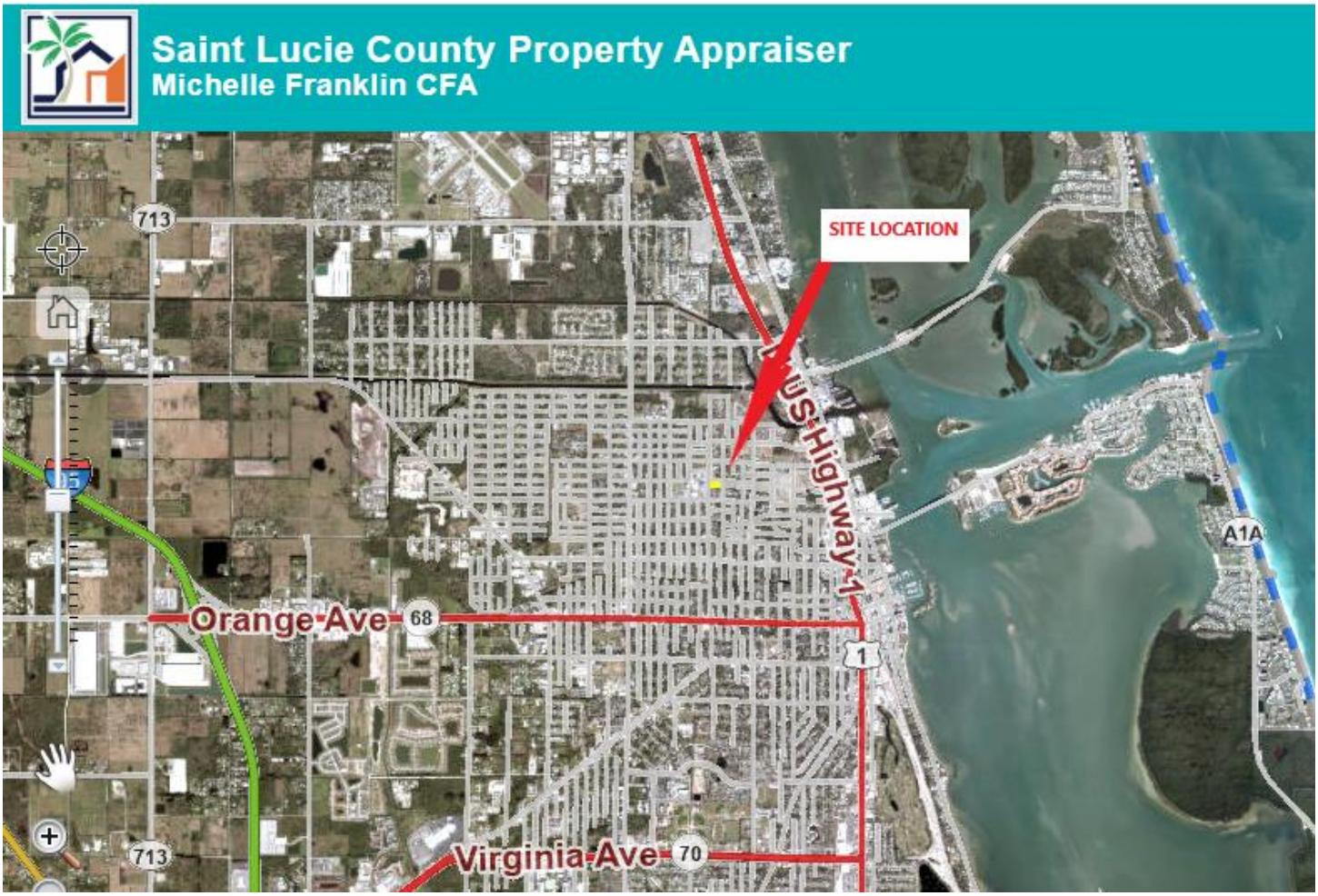
Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Maps and Photos

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950



Franco Prado
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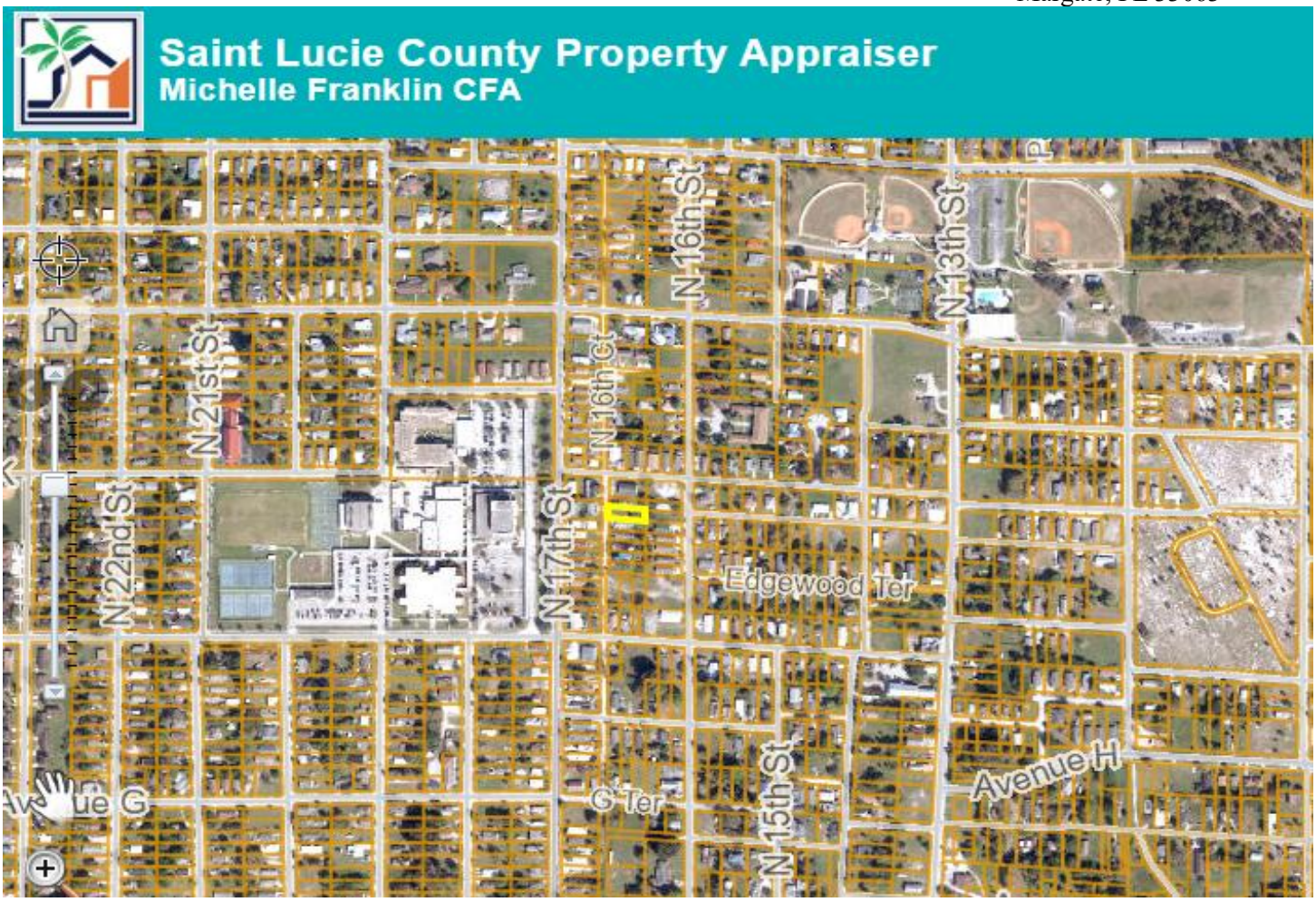
Margate, FL 33063



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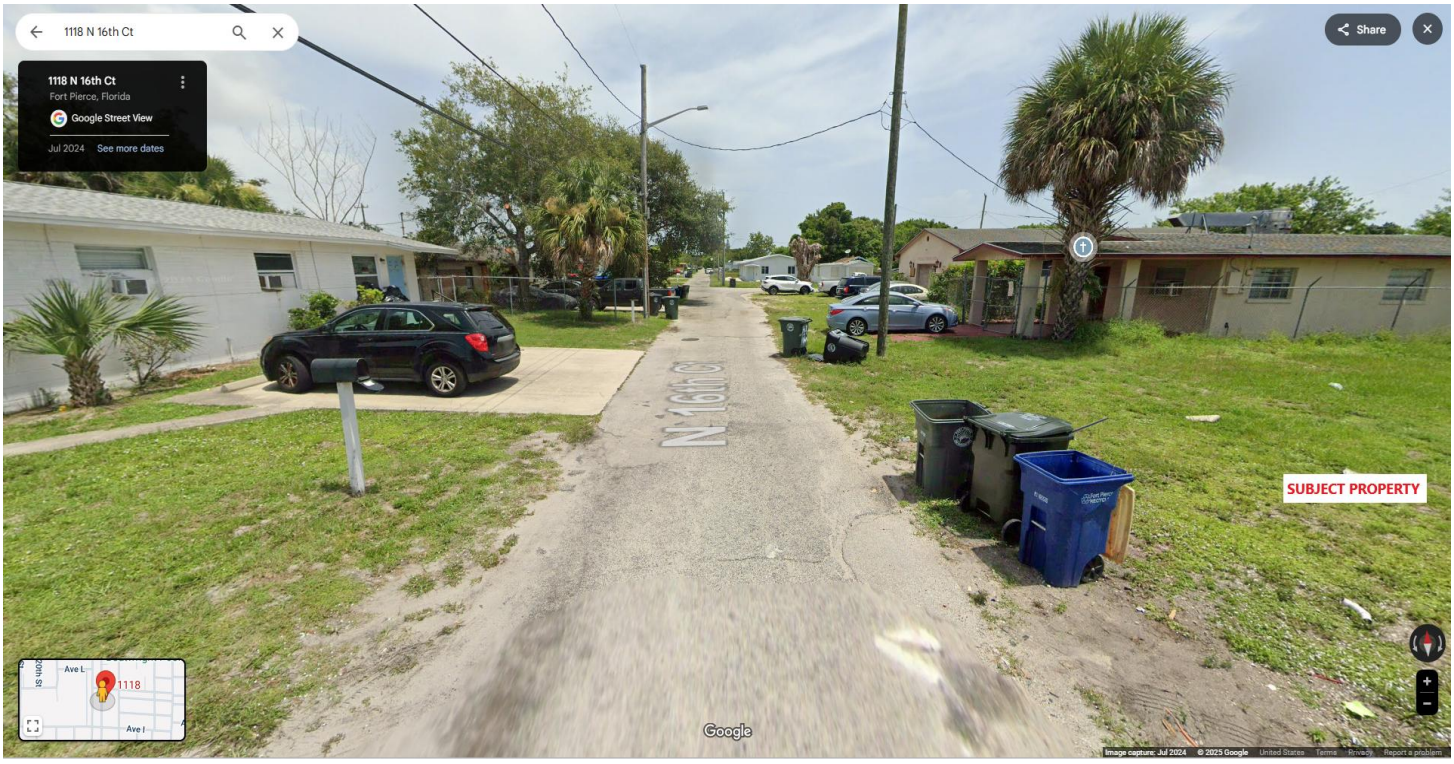
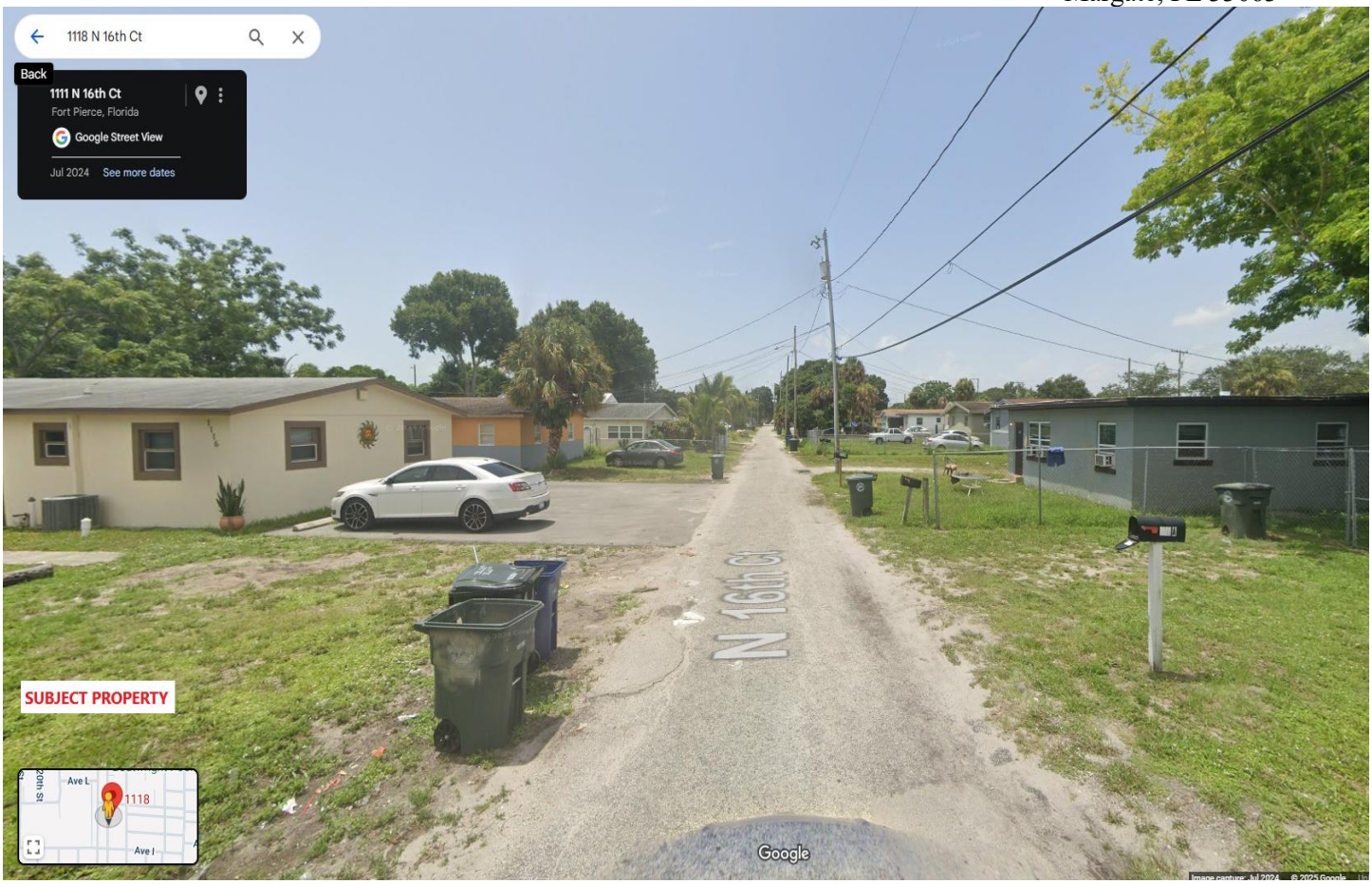
Franco Prado
559 NW 70th Way
Margate, FL 33063





Franco Prado
559 NW 70th Way
Margate, FL 33063



Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Justification Statement

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

I would love to construct these beautiful duplexes in the city of Fort Pierce. As you know, we have an affordable housing shortage. I would love to provide a solution to your city. I want to be an asset to your city. I secured private funding to build affordable housing in your city. You will be very pleased with my work. If you have any questions or concerns, please reach out to me.

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Landscape Plan

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

Landscape Details:

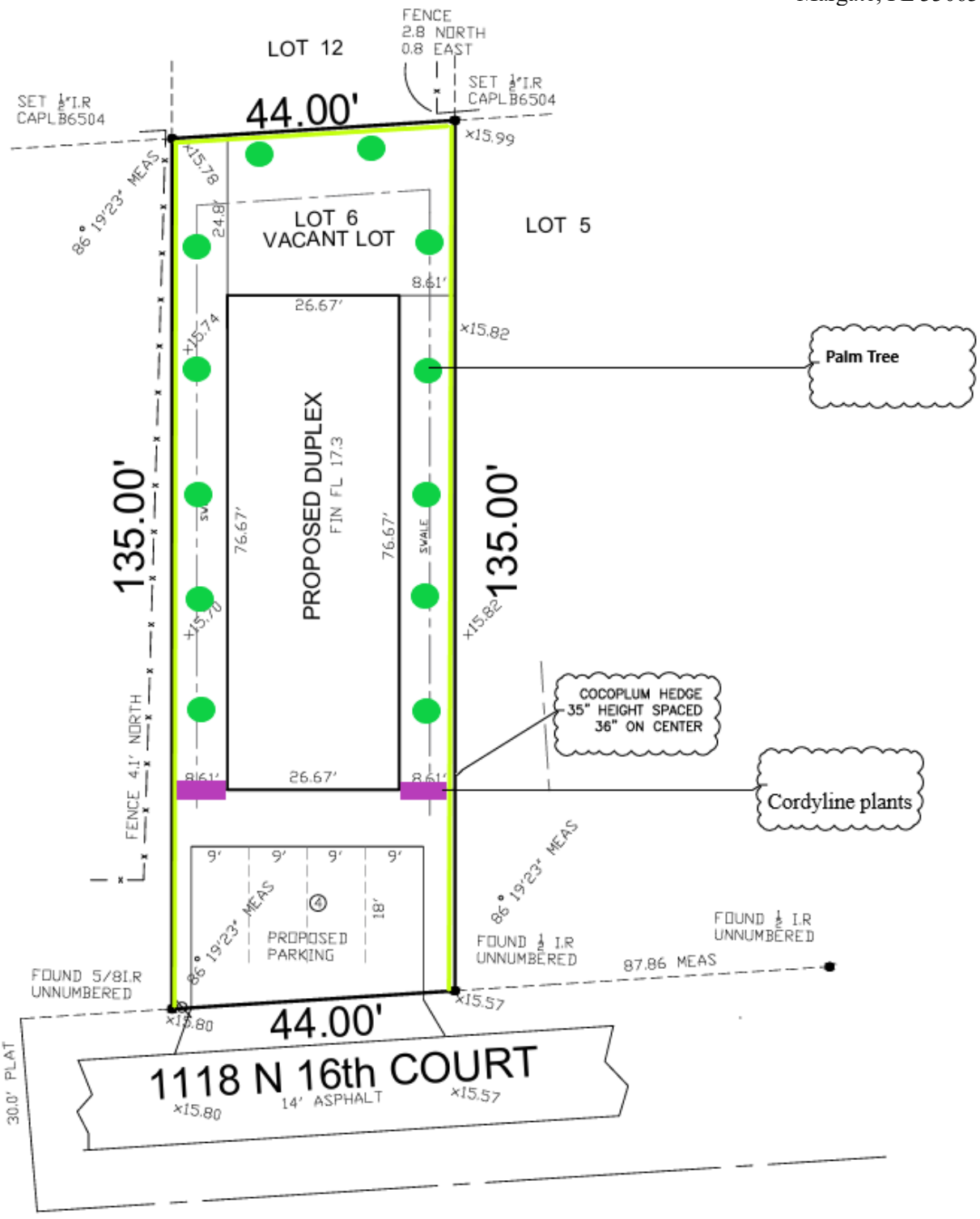
12 Plam Tree

Cordyline Plants

Cocoplum Hedge

Ground Cover – Grass/Sod all areas

Franco Prado
559 NW 70th Way
Margate, FL 33063



Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Lighting Plan

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

Each unit will have lighting underneath the fascia going around the entire perimeter of the units installed every 6 feet.

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Rendering of Signs In Color

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

n/a

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Floorplan

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

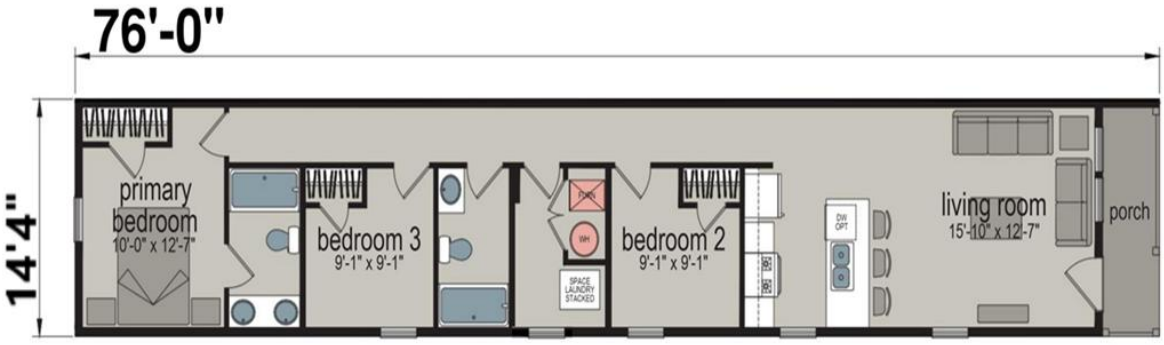
Three Bed | Two Bath | 960 SQ. FT.

Typical ground floor unit



Three Bed | Two Bath | 960 SQ. FT.

Typical 2nd floor unit

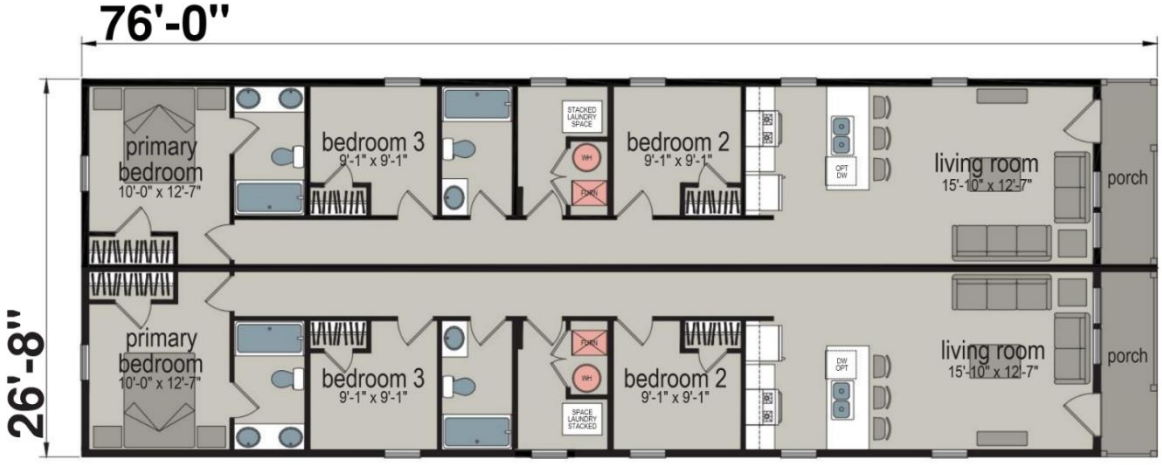


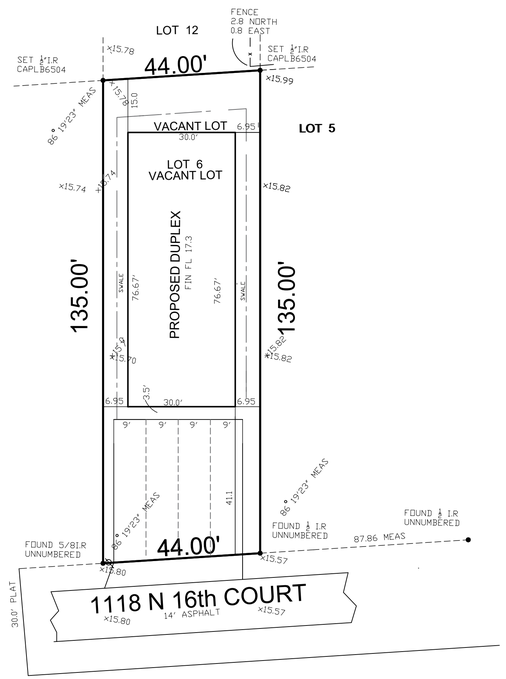
Franco Prado
559 NW 70th Way
Margate, FL 33063

Three Bed | Two Bath | 960 SQ. FT.
Ground floor layout



Three Bed | Two Bath | 960 SQ. FT.
Second Floor Layout





scale 1"=20'

1) BEARINGS SHOWN HEREON ARE ASSUMED

2) NO ABSTRACT OR TITLE SEARCH WAS PREFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS OF RECORD.

3) ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 ALL ELEVATION SHOWN HEREON ARE RELATIVE THERETO

4) NO BELOW GROUND IMPROVEMENTS, FOOTERS, FOUNDATIONS OR UTILITIES HAVE BEEN LOCATED OR SHOWN ON THIS SURVEY.

O.R.B. = official record book
C.B.S. = concrete block structure
P.C.C. = point of compound curve
P.C.P. = permanent control point
P.O.C. = point of commencement
P.O.B. = point of beginning
D/E = drainage easement
C.M.P. = corrugated metal pipe
R.L.S. = registered land surveyor
L.B. = licensed business

TRAN. = transformer pad
F.P.&L. = Florida power and light
CM = concrete monument
P.R.C. = point of reverse
P.I. = point of intersection
P.T. = point of tangency
# = not field measured
WPF = wood privacy fence
CHATT = chattahoochee
ELEV = elevation

P.B. = plat book
TYP. = typical
R/W = right-of-way
△ = central angle
(M) = bearing basis line
ASPH = asphalt
MH. = manhole
U/E = utility easement
CLF = chain link fence
P.R.M. = permanent reference monument

P = plat
⌀ = power pole
M = MEASURED
I.P. = IRON PIPE
RP = radius point
L = ARC LENGTH
CL = centerline
ALUM. = aluminum
P.C. = point of curvature

P.G. = page
I.R. = iron rod
R = radius
D = deed
O/S = offset
CONC. = concrete
ESMT. = easement
CALC. = calculated



NORTH
NOT TO SCALE
VICINITY MAP

Renner Burgess LAND SURVEYING
801 S.E. 6th Ave., Suite 203
Delray Beach, Fl 33483
Phone 561-243-4624

AUTHORIZATION NUMBER LB6504

I HEREBY CERTIFY THAT THE SKETCH OF BOUNDARY SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER SJ-17-050-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

HARRY A BURGESS PLS 5089

CERTIFIED TO:

FLOOD ZONE: X
MAP NO.: 12111C0179K
MAP DATE: 2-19-2020

DATE: 6-16-2025
JOB NO. 6-25-022
REVISED

NOT VALID UNLESS SEALED WITH EMBOSSED SURVEYOR'S SEAL

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 6/21/2025, 5:03 PM

Property Identification

Site Address: 1118 N 16TH CT
Sec/Town/Range: 04/35S/40E
Parcel ID: 2404-811-0006-000-8
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 155349
Map ID: 24/04S
Zoning: Medium Den

Ownership

DKO Land Company LLC

1000 River Reach DR Apt 209
Fort Lauderdale, FL 33315-1167

Legal Description

HIGHSIDE S/D LOT 6



Current Values

Just/Market Value:	$17,000
Assessed Value:	$4,781
Exemptions:	$0
Taxable Value:	$4,781

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.14
Land Size (SF):	5,940

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Feb 4, 2025	5266 / 1415	0111	TXDEED	Crawford John	$15,600
Oct 2, 2008	3031 / 0892	XX01	SPWD	JPMorgan Chase Bank (TR)	$15,000
Feb 12, 2008	2949 / 0671	XX01	CertTtle	Picardi Robert	$100
Nov 23, 2005	2430 / 2154	XX00	WD	Helping Hands Inve Group Inc	$125,000
Dec 22, 2004	2132 / 1431	XX02	WD	Gordon Michael	$77,500
Nov 12, 2004	2132 / 1396	XX00	SPWD	Southtrust Inc	$162,000
Nov 12, 2004	2102 / 0614	XX02	WD	Dickson Daniel W	$120,600
Mar 1, 1990	0728 / 2109	XX00	WD	D AND P INVESTMENTS INC	$75,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building and SFYI:	$0
Land:	$17,000
Just/Market:	$17,000
Ag Credit:	$0
Save Our Homes or 10% Cap:	$12,219
Assessed:	$4,781
Exemption(s):	$0
Taxable:	$4,781

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1.2	Fort Pierce Stormwater Charge	$82.80

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$17,000	$4,781	$0	$4,781
2023	$13,900	$4,347	$0	$4,347
2022	$10,500	$3,952	$0	$3,952
2021	$8,800	$3,593	$0	$3,593

Permits

Number	Issue Date	Description	Amount	Fee
BP2006-372	May 11, 2006	Roof	$5,600	$56
BP15-1978	Aug 19, 2015	Demolition	$0	$293

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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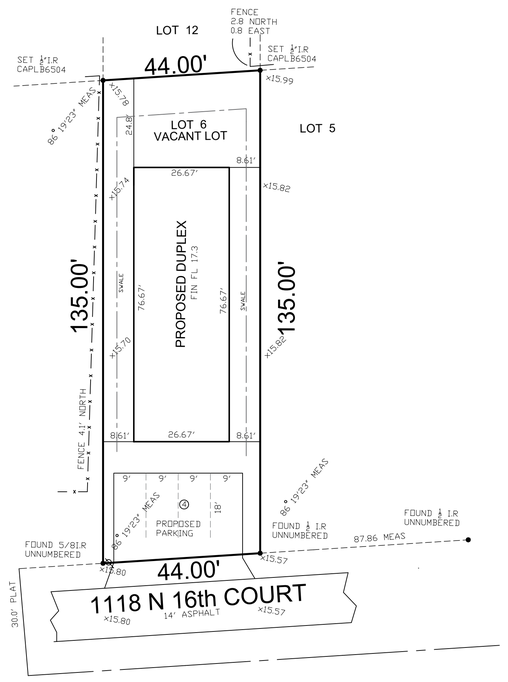

scale 1"=20'

PROPERTY CONTAINS 5940 SQUARE FEET
BUILDING CONTAINS 2045 SQUARE FEET 34.4 %
PARKING NON PERVIOUS 850 SQUARE FEET 14.3 %
PERVIOUS AREA 3045 SQUARE FEET 51.4%

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NORTH VICINITY MAP

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HARRY A BURGESS PLS 5089

CERTIFIED TO:

FLOOD ZONE: X
MAP NO.: 12111C0179K
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NOT VALID UNLESS SEALED WITH EMBOSSED SURVEYOR'S SEAL

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Traffic Impact Report

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

Building a duplex does not change the impact of the traffic on 19th Street.

Sincerely,

Franco Prado

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5439202 OR BOOK 5266 PAGE 1415, Recorded 02/05/2025 10:36:56 AM Doc Stamp: $109.20

Tax Deed File No. 24-005
Property Identification No. 2404-811-0006-000/8
Original Owners of Record: JOHN CRAWFORD

TAX DEED

State of Florida

ST. LUCIE COUNTY

FOR OFFICIAL USE ONLY

The following Tax Sale Certificate Numbered **2017/1345** issued on **6/1/17,** was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the **3rd day of February, 2025**, offered for sale as required by law for cash to the highest bidder and was sold to **DKO LAND COMPANY LLC** whose address is **1000 RIVER REACH DR APT 209 FORT LAUDERDALE, FL 33315**, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this **3rd day of FEBRUARY, 2025**, in the County of St. Lucie, State of Florida, in consideration of the sum of **($15,600.00) FIFTEEN THOUSAND SIX HUNDRED DOLLARS ONLY**, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

HIGHSIDE S/D LOT 6 (OR 3031-892)

Witness:

CINDY FOWLER
201 S. Indian River Drive
Fort Pierce, FL 34950

CALLIE JONES
201 S. Indian River Drive
Fort Pierce, FL 34950

SHARON MANGALSINGH, Deputy Clerk
MICHELLE R. MILLER, Clerk & Comptroller
ST. LUCIE COUNTY, Florida

State of Florida

ST. LUCIE COUNTY

The foregoing instrument was, by **SHARON MANGALSINGH** sworn to or affirmed and subscribed before **ANGELA RIGGINS** by means of (✓) physical presence or (__) online notarization on this **4th day of FEBRUARY, 2025.**

Witness my hand and office seal date aforesaid.

ANGELA RIGGINS, Notary Public

Angela Riggins
Comm.: HH 452150
Expires: Oct. 12, 2027
Notary Public - State of Florida

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Written Narrative

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

I am building two duplexes in the city of Fort Pierce. It is a 3 bedroom 2 bath comfortable and spacious home. It consists of many upgrades like granite countertops and stainless steel appliances. Each unit will have a washer and dryer also. These units surpass the typical duplex.

Sincerely,

Franco Prado

1118 N 16 COURT - AFFORDABILITY ANALYSIS

https://www.bankrate.com/mortgages/historical-mortgage-rates/

1995	7.86	0.0786
1996	7.76	0.0776
1997	7.57	0.0757
1998	6.91	0.0691
1999	7.46	0.0746
2000	8.08	0.0808
2001	7.01	0.0701
2002	6.57	0.0657
2003	5.89	0.0589
2004	5.88	0.0588
2005	5.93	0.0593
2006	6.47	0.0647
2007	6.4	0.064
2008	6.23	0.0623
2009	5.38	0.0538
2010	4.86	0.0486
2011	4.65	0.0465
2012	3.88	0.0388
2013	4.18	0.0418
2014	4.31	0.0431
2015	3.99	0.0399
2016	3.79	0.0379
2017	4.14	0.0414
2018	4.7	0.047
2019	4.13	0.0413
2020	3.37	0.0337
2021	3.15	0.0315
2022	5.53	0.0553
2023	7	0.07
2024	6.9	0.069
2025	6.9	0.069

30-year average	5.488928571	0.054889286
30-year/current (2025) avg	6.194464286	0.061944643

https://www.bankrate.com/mortgages/fha-loan-rates/?mortgageType=Purchase&partnerId=br3&pid=br3&pointsChanged=false&purchaseDownPayment=70000&purchaseLoanTerms=30yr%2C5-1arm%2C5-6arm&purchasePoints=All&purchaseF

current competitive FHA loan rate	5.369	0.05369

https://www.floridahomeinsurance.com/rates/property-insurance-rates-in-34950.php

insurance

$	150.25

properties next door and across the street taxes paid per unit of roughly 1500, 1600 and 800, average = 1300

taxes

$	108.33

utilities estimate from speaking to FPU and neighbors

$	275.00

https://censusreporter.org/profiles/04000US12-florida/

Median Household income

$	73,888.00

https://www.bls.gov/data/inflation_calculator.htm

Inflation Jan-23 to May-25

$	79,394.34

Affordable housing Median Household Income Calculation

$	95,273.21

Monthly income

$	7,939.43

affordable rental pmt	$ 2,106.83

affordable mortgage pmt	$ 1,848.25
Max home value current 2025 rate	$350,790.79
Max home value 30yr avg rate	$407,393.89
Max home value 30y/current (2025) avg	$377,433.68
Max home value current FHA loans competitive	$412,852.03

https://www.census.gov/quickfacts/fact/table/FL/INC110223

Median Household income

$	71,711.00

https://www.bls.gov/data/inflation_calculator.htm

Inflation Jan-23 to May-25

	77,055.11

Median Household income (inflation adjusted)

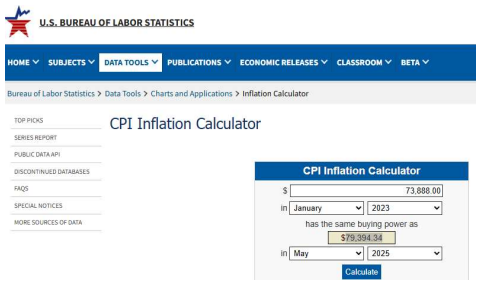
$	92,466.13

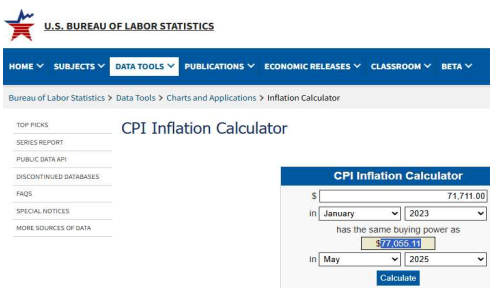
Monthly income

$	7,705.51

affordable rental pmt	$ 2,036.65

affordable mortgage pmt	$ 1,778.07
Max home value current 2025 rate	$337,471.46
Max home value 30yr avg rate	$391,925.37
Max home value 30y/current avg	$363,102.74
Max home value current FHA loans comp	$397,176.27





Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Affordability Statement

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

Affordable housing is defined as monthly rents or monthly mortgage payments including taxes, insurance, and utilities that do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households.

According to the source:

https://censusreporter.org/profiles/04000US12-florida/

A median household income of $73,888.00 in 2023 when adjusted for inflation today would equal a median household income of $79,392.66 without accounting for any growth in the underlying median income. This equates to a monthly affordable housing budget of $2,381.79.

With an estimated utility cost of $275 per month, 100% of the units will be for affordable housing as both rentals at $2,106.79 max per month, and mortgaged fee simple homes at a maximum home value of $412,840.74 (which also makes each unit FHA 503(b) eligible). These affordable housing price ceilings are well above the current market rate for this type of housing for this neighborhood.

A detailed Affordability Analysis for the figures used above is provided separately as part of this application.

Sincerely,

Franco Prado

Franco Prado
559 NW 70th Way
Margate, FL 33063

May 21, 2025

City of Fort Pierce Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Lawn Maintenance

Property Address: 1118 North 16th Court, Fort Pierce, FL 34950

I am building two duplexes in the City of Fort Pierce. I will be doing my own lawn maintenance. I take pride on all of my properties lawn care. My management company has all of the equipment to take care of the maintenance. If you have any questions or concerns, please call or email me. Thank you again.

Sincerely,

Franco Prado

DKO Land Company LLC
1000 River Reach DR Apt 209
Fort Lauderdale, FL 33315-1167

OWNER CONSENT FORM

Project Name: 1118 N 16th Court
Parcel ID: 2404-811-0006-000-8 Address: 1118 N 16th Court, Fort Pierce, FL 34950

BEFORE ME THIS DAY PERSONALLY APPEARED JONATHAN OCAMPO, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Franco Prado to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed plat, site plan, construction plans, and other related development items for this parcel.

FURTHER AFFIANT SAYETH NOT.
The foregoing instrument was acknowledged before me this 19th day of JUNE, 2025 by JONATHAN OCAMPO (Name of Person Acknowledging) who is personally known to me or who has produced DRIVER'S LICENSE (type of identification) as identification and who did (did not) take an oath.

Notary Signature

Cynthia Hosein
Printed Name of Notary

NOTARY PUBLIC STATE OF FLORIDA
CYNTHIA HOSEIN
Commission # HH 384160
Expires July 29, 2027

My commission expires

Owner's Signature

JONATHAN OCAMPO OBO DKOM LAND COMPANY LLC
Owner's Name

1000 RIVER RANCH DR Apt 209
Street Address

FORT LAUDERDALE, FL 33315-1167
City, State, Zip

DKOMLLC@GMAIL.COM
Telephone/Email

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHAUN COSS, ASSISTANT DIRECTOR OF BUILDING, BUILDING, BUILDING ADMIN

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: INFILL LIEN REDUCTION AGREEMENT - 1118 N 16TH CT.

CAO RLS FILE: 25-412

DATE: DECEMBER 22, 2025

I have reviewed the above request for legal services related to the infill lien reduction agreement for 1118 N. 16th Court. As noted in the submission, this agreement was previously reviewed by this Office in RLS # 25-288. This agreement just updates the owner. Thus, this agreement is approved as to form and correctness.

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

Thank you.

RESOLUTION NO. 22-R16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING AN INFILL LIEN REDUCTION PROGRAM**; APPROVING THE POLICIES AND PROCEDURES FOR SAID PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to address the economic burden placed on vacant properties within the City of Fort Pierce by liens which are not the result of current owners or potential purchasers by providing an incentive for the development and redevelopment of the properties; and

WHEREAS, once the liens approach or exceed the value of a vacant property, there is no economic incentive to develop or redevelop the property and the blighting influence on the property continues; and

WHEREAS, the purpose of the process set forth herein is to encourage private investment and to improve blighted vacant properties within the City of Fort Pierce that have existing code enforcement or nuisance abatement liens; and

WHEREAS, the intended outcome of this process is to provide a means for satisfaction of existing code enforcement or nuisance abatement liens in a fair and equitable manner; and

WHEREAS, the attached Policies and Procedures establishing the Infill Lien Reduction Program have been developed to streamline the process for settlement of applicable liens to allow property owners to eliminate blight by constructing new residential development; and

WHEREAS, the City Commission has reviewed the proposed Policies and Procedures, attached hereto as Exhibit "A" and made a part hereof by reference, establishing an Infill Lien Reduction Program.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Fort Pierce, Florida, as follows:

1. The Infill Lien Reduction Program, as described in the foregoing recitals and in the Policies and Procedures in Exhibit "A," is hereby established.

2. The Policies and Procedures set forth in Exhibit "A" are hereby approved.

3. This Resolution shall be effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of March 2022.

Linda Hudson
LINDA HUDSON, MAYOR

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

TANYA M. EARLEY, ESQ.
CITY ATTORNEY

EXHIBIT "A"

INFILL LIEN REDUCTION PROGRAM
POLICIES AND PROCEDURES

POLICIES:

The intent of the Infill Lien Reduction Program is to promote reinvestment and revitalization of vacant infill properties within the City of Fort Pierce by providing a property owner reasonable relief from burdensome liens levied prior to their ownership, provided the property is currently being maintained in accordance with the City's Code of Ordinances (i.e. has no active code enforcement or nuisance abatement cases on the property).

PROCEDURES:

A. PROPERTY ELIGIBILITY REQUIREMENTS

1. The property must be an infill vacant lot within the City of Fort Pierce.
2. Only the current owner of the subject property may apply for the Infill Lien Reduction Program.
3. The applicant shall not have been an owner of the property, an agent or other representative of any owner of the property, related to any owner of the property, or an officer, director, employee, or agent of an entity that owned the property at the time the liens were originally recorded.
4. A property involved in a City-initiated foreclosure case is not eligible to participate in the Infill Lien Reduction Program.
5. The property must have no active code enforcement or nuisance abatement cases against it.
6. An application for the Infill Lien Reduction Program must be completed.

B. APPLICATION AND AGREEMENT PROCESS

1. All applications for the Infill Lien Reduction Program shall be made through a standardized form provided and processed by the City Manager's Office.
2. The applicant shall affirm in the application that at the time the original lien was recorded the applicant was not:
    a. An owner of the property;
    b. An agent or other representative of any owner of the property;
    c. Related to any owner of the property; or
    d. An officer, director, employee, or agent of an entity that owned the property.
3. The applicant shall provide all specified improvements for the property with the application.
4. The applicant shall provide a lien search for the property with the application.

5. Any additional liens, fines, or costs levied against the property under the ownership of the applicant must be paid in full prior to or contemporaneous with the submission of the application.

6. City staff shall review all completed applications. If, in City staff's discretion, a property is appropriate for participation in the Infill Lien Reduction Program, the City staff shall draft a Development Agreement. The Development Agreement shall be subject to final approval of the Special Magistrate and the City Commission.

7. The Effective Date of the Development Agreement shall be the day the Development Agreement is fully executed by the City of Fort Pierce.

8. The applicant shall pay in full all applicable hard costs as defined and specified in the Development Agreement.

9. The applicant shall obtain the necessary building permit(s) within 365 days of the Effective Date of the Development Agreement.

10. The applicant shall provide proof of compliance with Paragraphs 8 and 9 above to the City Manager's Office. Upon such proof of compliance, and in accordance with the Development Agreement, the City shall waive, release, satisfy, or rescind all applicable liens.

11. A Certificate of Occupancy must be obtained for the property within 24 months of the Effective Date of the Development Agreement. No extension of this period shall be granted except as recommended by the City Manager and authorized by the City Commission upon a showing of good cause. It is the applicant's responsibility to notify the City Manager's Office of receipt of the Certificate of Occupancy.

12. Upon timely completion of its obligations pursuant to the Development Agreement between the applicant and the City, the applicant will receive a 50% refund of the hard costs paid, not to exceed $10,000. If a Certificate of Occupancy is not obtained within 24 months of the Effective Date of the Development Agreement, or upon the expiration of any extension period authorized by the City Commission upon a showing of good cause, the agreement is defaulted, and all payments made by the applicant are surrendered to the City.

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

Meeting Date: 02/02/2026

Re: Change Order 1 for 2025 Annual Street Resurfacing (Bid No. 2023-044)

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Change Order No.1 for the 2025 Annual Resurfacing Project (Bid No. 2023-044) in the amount of $151,826.14.

SUMMARY:

Bid No. 2023-044 is the Annual Street Resurfacing Contract and provides unit costs for construction activity. Each year a specific dollar amount is allocated in the CIP budget. For the 2025 Annual Street Resurfacing, the CIP Budget Amount was $950,000.00. Staff prepared the list of streets to be included and provided quantities based on a desktop review. The contractor provided a proposal in the amount of $551,519.64 to complete the work.

During construction activity for resurfacing projects, it is not unusual for quantities to change based on actual field conditions. Staff and the contractor performed field review of the locations for the additional ADA ramps and determined that there were more ramps that needed to be improved than in the original quantities. This quantity was added to the change order. Additionally, there was some additional milling and asphalt that were needed to complete the resurfacing objectives.

It was estimated that there were 23 ADA ramps that needed to be improved as part of the project. Upon field inspection, there were actually 47 ramps that needed to be brought up to date. The total cost for that work is $84,488.16.

Additional milling and overlay work was needed in an amount of $67,337.98.

The total Change Order amount is $151,826.14. This amount is still within the original budgeted amount of $950,000.00.

RECOMMENDATION:

Staff recommends approval of Change Order No. 1

ALTERNATIVES:

Do not approve the Change Order. The work has already been complete.

RESPONSIBLE STAFF:

Mark Zrallack
Selena Griffett

COORDINATED WITH:

City Attorney
Paving Lady

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	25/26
Account:	1141111-563210
Amount:	$151,826.14

FISCAL IMPACT:

Funding is available in the Infrastructure Surtax account

Attachments

Change Order 1 - Quantity Increases
2025 Paving Lady Quote
Bid Nop 2023-044 Original Contract
City Attorney Approval

BID No 2023-044

CHANGE ORDER NO. 1

2025 ANNUAL STREET RESURFACING

DATE: December 30, 2025

CONTRACTOR: The Paving Lady

ORIGINAL PURCHASE ORDER AMOUNT (bid approved by the Commission on July 21, 2025)	:	$ 551,519.64
CURRENT CONTRACT AMOUNT REFLECTING INVOICES PAID	:	$ 551,519.64
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 151,826.14**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 703,345.78**
CURRENT CONTRACT EXPIRATION DATE	:	January 31, 2026
PROPOSED CONTRACT EXPIRATION DATE	:	**January 31, 2026**

CHANGES ORDERED:

I. GENERAL:

This Change Order includes work on the 2025 Annual Street Resurfacing project. The streets included for FY2025 are:

2025 Street Resurfacing

STREET	FROM	TO
11th Street (curb)	Southern Avenue	Mississippi Avenue
12th Street (curb)	Avenue O	Avenue Q
15th Street (curb)	Kentucky Avenue	Jersey Avenue
30th Street	Stanton Avenue	Virginia Avenue
31st Street	south end	Okeechobee Rd
Edgewood Terrace	16th Street	14th Street
Means Court	Avenue H	Nobles Terrace
Tennessee Avenue	west end	25th Street
Rhode Island Avenue	33rd Street	25th Street

The construction quantity estimate and original contractor proposal are based on office measurements. This Change Order reflects actual field work performed by the Contractor to complete the project. Quantities have been verified by the City's Engineering Inspector Supervisore. Asphalt quantities are based on asphalt tickets.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

The original asphalt estimate was 1,850 Tons. The actual asphalt placed is 2,190 Tons (based on asphalt tickets). The additional asphalt cost is $51,686.08.

ADA ramp replacements for concurrence with DOJ/FDOT requirements were estimated to be 23 ramps, however, there were more ramps identified in the field that were in need of updates. The original ADA ramps were 23, there were actually 47 ramps updated. The additional ADA ramp cost is $84,488.16.

The original asphalt milling estimate was 23,115 Square Yards. The actual asphalt milling quantity was 29,253 Square Yards. The additional asphalt milling cost is $15,651.90.

The total additional cost for this Change Order No. 1 is **$151,826.14.**

III. JUSTIFICATION:

There are often quantity adjustments between estimates and actual field requirements. This is a reflection of using standardized measurements on mapping versus actual field measurements on over 8,000 LF of city streets.

IV. **PAYMENT:**
The project is paid by Infrastructure Surtax Funding with a budget of $950,000 for FY 2025/2026.

V. **APPROVAL AND CHANGE AUTHORIZATION**:
Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

(Continued on next page)

RECOMMENDED BY:

Mark Zrallack
City Engineer

By: _____
Signature

Date: 1/14/26

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

The Paving Lady

By: _____
Signature

Date: 1/14/26

1000 W. Industrial Ave. Boynton Beach, FL 33426 561-572-2600

To:	City Of Ft Pierce	**Contact:**	Selena Griffett
Address:	100 N US Highway 1 Ft Pierce, FL 34950	**Phone:** **Fax:**	772-467-3000
Project Name:	Fort Pierce Annual 2024 Streets Actual	**Bid Number:**	24-0385
Project Location:	Orange Ave & N 25th St, Fort Pierce, FL	**Bid Date:**	7/31/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1A	Mobilization/Bonds/Permits	1.00	LS	$64,833.33	$64,833.33
102-1A	M.O.T	1.00	LS	$18,000.00	$18,000.00
104-1A	Erosion & Sediment Control	1.00	LS	$6,600.00	$6,600.00
327-70-6	1.5" Asphalt Milling	23,115.00	SY	$2.55	$58,943.25
334-1-13	1.5" Type SP-9.5 Asphalt Overlay	1,850.00	TON	$152.00	$281,200.00
522-1A	ADA Ramp	23.00	EACH	$3,520.34	$80,967.82
520-1A	Remove And Replace Type F Curb	350.00	LF	$50.02	$17,507.00
706-1-3	RPM's Type B	888.00	LS	$8.85	$7,858.80
711-11-123	Thermoplastic 12" White	780.00	LF	$7.08	$5,522.40
711-11-125	Thermoplastic 24" White	450.00	LF	$9.44	$4,248.00
711-15-201	Thermoplastic 6" Yellow	4,112.00	LF	$1.42	$5,839.04

Total Bid Price: $551,519.64

Payment Terms:
Net 30

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Your Company Name** **Authorized Signature:** _____ **Estimator:** John Provenzano 561-572-2600 john@pavinglady.com

2025 Street Resurfacing		
STREET	**FROM**	**TO**
11th Street (curb)	Southern Avenue	Mississippi Avenue
12th Street (curb)	Avenue O	Avenue Q
15th Street (curb)	Kentucky Avenue	Jersey Avenue
30th Street	Stanton Avenue	Virginia Avenue
31st Street	south end	Okeechobee Rd
Edgewood Terrace	16th Street	14th Street
Means Court	Avenue H	Nobles Terrace
Tennessee Avenue	west end	25th Street
Rhode Island Avenue	33rd Street	25th Street

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

December 8, 2023

Email: estimating@pavinglady.com

Janice M. Riley Inc. DBA The Paving Lady
1000 W Industrial Avenue
Boynton Beach, FL 33426
Attn: Mauro Comuzzi, President

SUBJECT: Notice of Award
Bid No. 2023-044 - Annual Street Resurfacing

Dear Mr. Comuzzi:

The Commission of the City of Fort Pierce met in regular session, Tuesday, September 5, 2023, and awarded subject bid to your firm, in the amount of $4,179,259.69.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Service Agreement
3. Furnish the required Performance Bond
4. Furnish the required Payment Bond
5. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in section 17 of the attached agreement. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
6. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
City of Fort Pierce
purchasing@cityoffortpierce.com

Carbon Copy:
Selena Griffett, Engineering Project Manager
City of Fort Pierce
sgriffett@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:
JANICE M. RILEY INC. DBA THE PAVING LADY

Signature (Manual)

MAURO COMUZZI
Signature (Typed or Printed)

CEO - President
Title

12/20/2023
Date

NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach.

The foregoing instrument was acknowledged before me this 26 day of Dec 2023,

by MAURO COMUZZI (**Officer of Firm**), CEO/President (**Title**), of

Janice M Riley Inc dba The Paving Lady (**Name of Firm**) a Florida (**State**) corporation, on behalf of the corporation.

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

Alisa Boyko
Notary Public

My commission expires: 9/28/2026

Notary Public State of Florida
Alisa D Boyko
My Commission HH 317533
Expires 9/28/2026

/lh

cc: Selena Griffett, Engineering Project Manager

UNIT PRICE CONSTRUCTION AGREEMENT

FOR
ANNUAL STREET RESURFACING

CITY OF FORT PIERCE BID NO. 2023-044

Prepared by:

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

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this 20 day of February, 2024 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **THE PAVING LADY** a Florida profit corporation, with its principal address at **1000 W. INDUSTRIAL AVENUE, BOYNTON BEACH, FL 33426** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS the CITY wishes to contract for the project identified as **ANNUAL STREET RESURFACING, Bid No. 2023-044, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner, as detailed in their General Contractor Services, Bid No. 2023-044 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

Documents incorporated by reference include:

1. Exhibit "A" - Invitation to Bid No. 2023-044
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications
4. Exhibit "D" – Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" – Scope of Services

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

Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "E," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this 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 Agreement (along with its Exhibits), together with the CONTRACTOR'S and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Agreement supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

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

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

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

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

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

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

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the 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 Agreement. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or Project Manager, as designated by the City Manager. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency, or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

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

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

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

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied or reasonably

inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in each Specific Authorization in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5
TERM; TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The term of this Agreement shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years. This Agreement, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) – one (1) year terms. The City Manager is authorized to renew this Agreement subject to the satisfactory performance, vendor acceptance, and the determination that renewal of this Agreement is in the best interest of the City.

Annual renewal provisions will allow for price adjustments based on the FDOT pricing indices for materials.

A Specific Authorization will be created for each Annual Street Resurfacing project. The CONTRACTOR shall commence the performance of a Specific Authorization 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. There will be no monetary early completion incentive.

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving

Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

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

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

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the City 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 hereunder, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR 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 Agreement (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or 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 Agreement or to the extent that performance would have

been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City 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 AMOUNT AND CONTRACT PAYMENTS

6(A) Based on Scope of Work, identified in Bid No. 2023-044, Annual Street Resurfacing, 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 Plans and Specifications, for the sum not to exceed:
$ Four million one hundred seventy nine thousand two hundred fifty nine dollars

and sixty nine cents $4,179,259.69 (hereinafter the "Contract Amount").

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

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (1Oth) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

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

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

Thereafter, the 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 is as required by this Agreement. 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 Agreement, subject to approval by the CITY. 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. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

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 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 or his designee, 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 Specific Authorization Price, less any amount withheld pursuant to this Agreement. 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(B) above.

6(I) The CITY shall, subject to its rights set forth in this Subarticle 6, 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 a Specific Authorization, 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 the Specific Authorization, 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 a Specific Authorization.

7(B) The CONTRACTOR is responsible for obtaining all permits and paying all fees required of the CONTRACTOR by this Agreement 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'S City Attorney's Office or Building Department.

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

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the 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 Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement requirements or

defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

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

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Agreement without first providing written notice to the 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 Agreement or Specific Authorization. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

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

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

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

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

NAME	FUNCTION
Michael Donati	Superintendent
Ken Carpenter	Operations Manager
Andrew Laurella	Project Executive
Manuel Isava	Project Manager

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, who 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 executing a Specific Authorization. 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 plans which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR'S schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of the Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Agreement.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the 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 Agreement. 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 Agreement and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement 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 Agreement, 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 Agreement, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

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

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY 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 Agreement as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall

set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Amount may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the 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 Agreement, 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 Agreement. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

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

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Agreement, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the 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 Amount and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

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

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

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

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR'S materials, direct labor, and equipment costs.

The allowance for Overhead, Profit, and Supervision 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 5(E) or elsewhere herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Agreement or in violation of an instruction from the 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 its consultants. If the uncovered work conforms strictly to this Agreement, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the 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 the specified additional time to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the

CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the 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 (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Agreement in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes

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

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

a. Contract costs for labor, materials, equipment and other services accepted under this Agreement;

b. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

c. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total Contract Amount, as

properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

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

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of

insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement, CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

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

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

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

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

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

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

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

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

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

CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

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

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

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

17(A)(4) Automobile Liability Insurance.

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

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed

under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

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

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained

by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

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

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any WORK under this Agreement. Failure to do so shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract Amount. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Agreement, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

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

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Agreement may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

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

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

ARTICLE 19
PROJECT RECORDS

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

ARTICLE 20
APPLICABLE LAW

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

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity," as amended,

including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087.22

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

CITY:
John R. Andrews, P.E., City Engineer
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Attention: City Manager
City Attorney

CONTRACTOR:
JANICE M. RILEY INC. DBA THE PAVING LADY
1000 W Industrial Ave.
Boynton Beach, FL 33426

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this 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
SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE 27
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an

unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

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

WITNESSETH:

Henry Cotolo
Print name

Signature

John Provenzano
Print name

Signature

CONTRACTOR:
JANICE M. RILEY INC. D.B.A. THE PAVING LADY

By: MAURO COMUZZI

Title: CEO / President

Federal Tax ID No. 65-0303696

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing, Bid No. 2023-044.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Principal

By _____

Name _____
(Type)

Title _____

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Surety

_____
Witness as to Surety

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

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 **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____
(Type) (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

Gmail

John Provenzano <john@pavinglady.com>

FW: Paving Lady Contract 2023-044 - Bond questions

1 message

Selena Griffett <sgriffett@cityoffortpierce.com> Wed, Dec 13, 2023 at 11:16 AM
To: "john@pavinglady.com" <john@pavinglady.com>
Cc: Mauro Comuzzi <mauro@pavinglady.com>

Good morning John,

As we discussed, the City agrees that bond amounts should be tied to individual Task/Work Order amounts, not the entire contract amount.

The email chain below indicates concurrence from the Purchasing Manager and City Attorney.

I received no direction on editing the actual contract document but am providing this email record to you for confirmation.

Please let us know if there is anything else you need.

Thank you for your patience and cooperation.

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:38 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Sounds good to me.

Thanks Sara,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

From: Sara Hedges <shedges@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:22 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I think you can make that a part of each Specific Authorization when they come up. So long as you all are satisfied that we have received each required performance bond.

Sara Hedges | City Attorney | City of Fort Pierce

City Attorney's Office

Phone: 772.467.3046 Fax: 772.489.5492

100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:21 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Selena,

I think that's a question for Sara.

Thanks,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:48 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I agree, Genny.

Do we need to revise the contract document or something?

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:35 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Good morning,

Being that the contract is a unit price contract and the projects are being assigned by individual task orders, I think the typical method is how we should proceed, the contractor providing payment and performance bonds for the amount of the Task Order/Specific Authorization.

Kindest regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:21 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Gelencia Carter <gcarter@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: Paving Lady Contract 2023-044 - Bond questions

Good Morning Ladies,

The contractor called me with a question and I need your opinions/advice.

Article 18 Performance and Payment Bonds (page 30 of the attached document) of the contract requires bond amounts reflective of the entire contract amount. This is prohibitive for a unit price type contract. Typically, upon notice to proceed for an individual Task Order/Specific Authorization, the contractor will provide payment and performance bonds for the amount of the Task Order/Specific Authorization.

Is this your understanding as well?

How do you suggest we handle this?

Thanks for your help!

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

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

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

PRODUCER	CONTACT NAME:	
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.certs@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Brierfield Insurance Company	10993
INSURER B :	FCCI Insurance Company	10178
INSURER C :	National Trust Insurance Company	20141
INSURER D :	Federal Insurance Company	20281
INSURER E :		
INSURER F :		

INSURED
Janice M. Riley, Inc dba The Paving Lady
Asfalto, Inc.
1000 West Industrial Avenue
Boynton Beach FL 33426

COVERAGES **CERTIFICATE NUMBER:** 23/24 **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:	Y		GL10005588804	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA10005588903	03/28/2023	03/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB10005588703	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC010006805603	03/28/2023	03/28/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			45469868	03/28/2023	03/28/2024	Leased & Rented	200,000

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

RE: City of Fort Pierce Annual Street Resurfacing project 2023-044

City of Fort Pierce and its board members, officials, officers and employees are included as Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce, Attn: Purchasing
P.O. Box 1480
Fort Pierce FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: CHANGE ORDER NO. 1 FOR 2025 ANNUAL STREET RESURFACING (BID NO. 2023-044)

CAO RLS FILE: 26-08

DATE: JANUARY 12, 2026

I reviewed the request for legal services pertaining to Change Order No. 1 for 2025's annual street resurfacing. A clean copy of Change Order No. 1 is attached with a minor change (to include the date of the bid approval by the Commission). The clean copy of Change Order No. 1 is approved as to form and correctness.

Per our discussion, please be aware that a Specific Authorization should be signed for future projects under this contract.

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

Thank you.

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

Meeting Date: 02/02/2026

Re: Approval of Bid 2026-010 - SHIP Residential Rehabilitation of 1201 Palm Walk Lane

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

---

SUBJECT:

Approval to award Bid No. 2026-010 for SHIP Residential Rehabilitation for 1201 Palm Walk Lane Fort Pierce, FL to De La Hoz Builders, Inc., for an amount not to exceed $61,510.00.

SUMMARY:

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 7 and November 14, 2025, with a scheduled opening at 10:00 AM on November 26, 2025. The invitation was sent to 687 vendors. Twenty (20) vendors requested specifications with four (4) responding (20%) plus 0 “No Bid” (20% total response).

References were requested from all bidders. The Grants Division contacted local municipalities to assess the lowest bidder’s qualifications; however, the municipalities had no prior experience with the firm, and the references provided were non-responsive. Accordingly, De La Hoz’s Builders was determined to be the next lowest responsive and responsible bidder, based on verification of satisfactory references and a demonstrated record of successfully completed projects with the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval of Bid No. 2026-010— SHIP Residential Rehabilitation of 1201 Palm Walk, Fort Pierce, FL, awarding the project to De La Hoz Builders, Inc., the second lowest and most responsive bidder in an amount not to exceed $61,510.00.

ALTERNATIVES:

Award to alternative bidders or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Gelencia Carter, Purchasing Division Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024 -2025
Account:	1059502

Amount: 61510.00

FISCAL IMPACT:

Approval of award Bid No. 2026-010 for SHIP Residential Rehabilitation for 1201 Palm Walk Lane Fort Pierce, FL to De La Hoz Builders, Inc., for an amount not to exceed $61,510.00.

Attachments

Bid Tabulation Memo

Recommendation for Award Letter

Bid Response Form

Submittal - De La Hoz Builders, Inc

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Covasky Brutus, Community Engagement Specialist**

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

SUBJECT: **Bid No. 2026-010 – SHIP Residential Rehabilitation 1201 Palm Walk Lane**

DATE: **December 4, 2025**

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 7 and November 14, 2025, with a scheduled opening at 10:00 AM on November 26, 2025.

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

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, four (4) submissions were received electronically. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 687 vendors. Twenty (20) vendors requested specifications with four (4) responding (20%) plus 0 "No Bid" (20% 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 **January 26, 2026**, which is the expiration date of the bid and responses.

/lh

cc: Donnella Clerk, Grants Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**SHIP RESIDENTIAL REHABILITATION – 1201 PALM WALK LANE**
BID NUMBER:	**2026-010**
OPENING DATE:	11/26/25 at 10:00 A.M.
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 20 = 20%
0 "No Bids"
Total = 20%

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

VENDOR NAME	TOTAL BID PRICE
National Claim Resolutions, LLC *Fort Pierce, FL*	**$60,170.00**
De La Hoz Builders, Inc. *Sebastian, FL*	**$61,510.00**
Honest Home Repairs HHR LLC *Port St. Lucie, FL*	**$83,670.00**
Boromei Construction, Inc. *Okeechobee, FL*	**$96,637.00**

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

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):

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	**Bid No: 2026-010**
Mandatory Site-Visit: 10:00 A.M, MONDAY, NOVEMBER 17 , 2025	**Bid Title: SHIP RESIDENTIAL REHABILITATION OF 1201 PALM WALK LN**
Mandatory Site-Visit Location: 1201 PALM WALK LN FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, WEDNESDAY, NOVEMBER 26, 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: DE LA HOZ BUILDERS, INC. **Mailing Address:** 258 Del Monte Rd Sebastian, FL 32958	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** HILDA DE LA HOZ
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated In the State of: FL **Year:** 2007	**Delivery in** 120 **days, ARO**
Phone Number: 772-228-9723	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 20-8955993
E-Mail Address: hilda@delahozbuilders.com	**Local Business:** (Y) N **MWBE:** (Y) N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

DE LA HOZ BUILDERS, INC.

Name and Title of Authorized Representative

HILDA DE LA HOZ / PRESIDENT

Hilda R De La Hoz

Signature

11-26-2025

Date

DRUG~FREE WORKPLACE FORM

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

DE LA HOZ BUILDERS, INC. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

11-26-2025

Date

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

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

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

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

for DE LA HOZ BUILDERS, INC

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

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

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

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

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

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

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

another person. A person who knowingly enters into a joint venture with a person who has been

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

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Field R Dale IV
(Signature)

11-24-2025
(Date)

STATE OF Florida

COUNTY OF Indian River

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

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 24th of November, 2025.

(NOTARY PUBLIC)

TERRY A. GARDNER
Notary Public - State of Florida
Commission # HH 260037
My Comm. Expires May 2, 2026
Bonded through National Notary Assn.

My Commission Expires:

E-VERIFY
AFFIRMATION STATEMENT

Description: **SHIP RESIDENTIAL REHABILITATION — 1201 PALM LANE**

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

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

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

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

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

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

Authorized Company Person's Signature: Hilda L. De La Hoz

Authorized Company Person's Title: PRESIDENT

Date: 11-24-2025

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 24th day of November, 2025 by HILDA DE LA HOZ, who is ☑ personally known or ☐ produced identification (ID produced: _____).

Signature: Terry A. Gardner (Seal)

NOTARY PUBLIC

My Commission Expires: _____

TERRY A. GARDNER
Notary Public - State of Florida
Commission # HH 260037
My Comm. Expires May 2, 2026
Bonded through National Notary Assn.

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

Vendor name: DE LA HOZ BUILDERS, INC

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

Address: 258 DEL MONTE RD

City: SEBASTIAN State: FL Zip Code: 32958

Phone Number: 772-228-9723 Email Address: hilda@delahozbuilders.com

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

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

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

By: _____ HILDA DE LA HOZ / PRESIDENT 11-26-2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Indian River

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

this 21st day of November, 2025 by HILDA DE LA HOZ, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Terry Gardner My Commission Expires: _____

TERRY A. GARDNER
Notary Public - State of Florida
Commission # HH 260037
My Comm. Expires May 2, 2026
Bonded through National Notary Assn.

REFERENCES

BID NO. 2026-010

SHIP RESIDENTIAL REHABILITATION OF 1201 PALM LANE

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

Form **W-9**
(Rev. October 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)
DE LA HOZ BUILDERS, INC.

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.)
258 Del Monte Rd

Requester's name and address (optional)

City, state, and ZIP code
Sebastian, FL 32958

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
20 : 8955993

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** ▶ [signature] | **Date** ▶ 11-26-2025

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,

BID RESPONSE FORM

Bid Item	SHIP RESIDENTIAL REHABILITATION – 1201 PALM LANE FORT PIERCE, FL 34947		
Bid Number	2026-010	Due Date & Time	10:00 AM, WEDNESDAY, NOVEMBER 26, 2025

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace 9 windows – non impact	$ 14,545.00
Replace roof and gutters	$ 15,378.00
Replace front door, and rear sliding door	$ 5,998.00
Replace HVAC	$ 10,602.00
Modify existing bathroom to walk in shower – ADA Compliant	$ 8,424.00
Exterior Paint	$ 3,422.00
Permits	$ 3,141.00
TOTAL	$ 61,510.00

The Bidder hereby acknowledges receipt of the following addenda:

Vendor: DE LA HOZ BUILDERS, INC.
Address: 258 Del Monte Rd
City, State, Zip Code: Sebastian, FL 32958
Email Address: hilda@delahozbuilders.com
Typed Name, Title: HILDA DE LA HOZ - President
Signature _____ **Date** 11-26-2025
Telephone # 772-633-5461 **Fax #** _____

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

Remit To: _____

_____

Check block below for applicable minority indicator:

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

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

Meeting Date: 02/02/2026

Re: Approval of Bid 2026-015 - CDBG Residential Rehabilitation of 1512 Citrus Avenue

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

---

SUBJECT:

Approval to award Bid No. 2026-015 for CDBG Residential Rehabilitation for 1512 Citrus Avenue, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $99,960.00.

SUMMARY:

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on December 5 and December 12, 2025, with a scheduled opening at 10:30 AM on December 23, 2025.
The invitation was sent to 694 vendors. Fourteen (14) vendors requested specifications with five (5) responding (35.71%) plus 0 “No Bid” (35.71% total response). Sunrise City Concrete Services Inc, DMS Contractors LLC, De La Hoz Builders Inc and Honest Home Repairs HHR LLC submitted their responses for bid.

RECOMMENDATION:

Staff recommends approval of Bid No. 2026-015, CDBG Residential Rehabilitation of 1512 Citrus Avenue, awarding the project to DMS Contractors, LLC, the second-lowest responsive bidder, in an amount not to exceed $99,960.00.

The lowest bidder, Sunrise City Concrete Services, Inc., submitted evidence of Workers’ Compensation coverage; however, the City’s Insurance Consultant determined the coverage structure to be highly complex. The contractor’s use of leased employees presents additional risk to the City that would not exist if coverage were maintained in the contractor’s own name. Therefore, staff recommends awarding to the second-lowest bidder, who meets the insurance requirements specified in the solicitation.

ALTERNATIVES:

Award to alternative bidders or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Gelencia Carter, Purchasing Division Manager

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023-2024
Account: 1039002
Amount: 99960.00
FISCAL IMPACT:
Approval of award Bid No. 2026-015 for CDBG Residential Rehabilitation for 1512 Citrus Avenue, Fort Pierce, FL to DMS Contractors, LLC for an amount not to exceed $99,960.00

Attachments

Bid Tabulation Memo
Recommendation for Award Letter
Bid Response Form - Revised
Bid Response Form
Submittal - DMS Contractors, LLC

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Covasky Brutus, Community Engagement Specialist**

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

SUBJECT: **Bid No. 2026-015 – CDBG Residential Rehabilitation—1512 Citrus Avenue**

DATE: **December 23, 2025**

On October 23, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on December 5 and December 12, 2025, with a scheduled opening at 10:30 AM on December 23, 2025.

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

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, four (4) submissions were received electronically, and one (1) submission was hand-delivered. Copies of all the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 694 vendors. Fourteen (14) vendors requested specifications with five (5) responding (35.71%) plus 0 "No Bid" (35.71% total response).

Please Note: Burch Construction was deemed non-responsive due to its failure to provide the required proof of insurance as outlined in Item No. 11, Section III – *Instructions to Bidders*, of the Bid Document. Additionally, **Sunrise City Concrete Services Inc**. did provide Workers' Compensation coverage; however, the insured name listed on the Workers' Compensation certificate differs from the insured name shown on the original Certificate of Insurance we are seeking clarification to ensure the firm has the required worker's compensations.

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 **February 23, 2026**, which is the expiration date of the bid and responses.

/lh

cc: Donnella Clerk, Grants Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION – 1512 CITRUS AVENUE**
BID NUMBER:	**2026-015**
OPENING DATE:	12/23/25 at 10:30 A.M.
RECOMMENDED AWARD:	Pending

RESPONSE
5 of 14 = 35.71 %
0 "No Bids"
Total = 35.71%

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

VENDOR NAME	TOTAL BID PRICE
Sunrise City Concrete Sevices, Inc. *Fort Pierce, FL*	**$87,455.00**
DMS Contractors, LLC *Dania Beach, FL*	**$99,960.00**
Burch Construction *Stuart, FL*	**NON-RESPONSIVE**
De La Hoz Builders, Inc. *Sebastian, FL*	**$106,722.00**
Honest Home Repairs HHR LLC *Port St. Lucie, FL*	**$122,355.00**

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

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):

December 19, 2025

CITY FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 1512 CITRUS AVENUE

BID NO. 2026-015

ADDENDUM NO. 1

The purpose of this addendum is to revise the scope of work and the bid response form.

The following items were added to the Scope of Work:

- **Replace water heater**
- **Replace siding with stucco**

- Revised Bid Response Form, see attached. This form should be used for submitting your bid.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Martha Bracho - CFOO
Typed or Printed

Company Name: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

Date: 12/22/2025

REVISED
BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 1512 CITRUS AVENUE, FORT PIERCE, FL 34950**		
Bid Number	**2026-015**	**Due Date & Time**	**10:30 AM, TUESDAY, DECEMBER 23, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace 22 windows- impact	$ 24,444.00
Replace HVAC / Install HVAC duct system	$ 20,400.00
Replace all rotten siding and studs inside the walls	$ 0.00
Replace front door and French door	$ 4,920.00
Remodel main bathroom	$ 10,800.00
Misc. electrical and drywall throughout the house	$ 15,500.00
Replace water heater	$ 1,700.00
Replace siding with stucco	$ 21,630.00
Permits	$ 775.00
TOTAL	$ 99,969.00

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	12/19/2025

Vendor: DMS Contractors LLC

Address: 4101 Ravenswood Rd, Suite 219

City, State, Zip Code: Dania Beach, FL 33312

Email Address: bids@dmscontractorsllc.com

Typed Name, Title: Martha Bracho - CFOO

Signature _____ **Date** 12/22/2025

Telephone # 754-206-4530 **Fax #** _____

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

Remit To: _____

_____

Check block below for applicable minority indicator: N/A

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

N/A - Replaced with Addendum No 1

BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 1512 CITRUS AVENUE FORT PIERCE, FL 34950**		
Bid Number	**2026-015**	**Due Date & Time**	**10:30 AM, TUESDAY, DECEMBER 23, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace 22 windows – impact	$
Replace HVAC / Install HVAC duct system	$
Replace all rotten siding and studs inside the walls	$
Replace front door and French door	$
Remodel main bathroom	$
Misc. electrical and drywall throughout the house	$
Permits	$
TOTAL	$

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name, Title: _____

Signature _____ **Date** _____

Telephone # _____ **Fax #** _____

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

Remit To: _____

_____

Check block below for applicable minority indicator:

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

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

MAIL TO:
City of Fort Pierce Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

INVITATION TO BID
and
BIDDER ACKNOWLEDGMENT

Bid Writer: Latonya Hubbard, 772-467-3102

Bid No: 2026-015

Mandatory Site-Visit:
10:40 A.M, WEDNESDAY, DECEMBER 17 , 2025

Bid Title: CDBG RESIDENTIAL REHABILITATION OF 1512 CITRUS AVENUE

Mandatory Site-Visit Location:
1512 CITRUS AVENUE
FORT PIERCE, FL 34950

Bid Opening Location:
Purchasing Division Conference Room, Room 101
100 North U.S. #1, 1st Floor
Fort Pierce, Florida 34950

Bid Due Date & Time:
10:30 AM, TUESDAY, DECEMBER 23, 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:
DMS Contractors LLC

Mailing Address:
4101 Ravenswood Rd, Suite 219

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:
Dania Beach, FL 33312

Typed or Printed Name:

Type of Entity (Select one):
Corporation X
Partnership _____
Proprietorship _____

Title: Martha Bracho - CFOO

Incorporated in the State of: Florida **Year:** 2014

Delivery in 90 **days, ARO**

Phone Number: 754-206-4530

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number:

E-Mail Address: bids@dmscontractorsllc.com

Local Business: ___Y _X_N **MWBE:** ___Y _X_N

Bid Security is attached, when required, in the amount of $ N/A

F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

DMS Contractors LLC

Name and Title of Authorized Representative

Martha Bracho - CFOO

Signature

12/22/2025

Date

DRUG~FREE WORKPLACE FORM

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

DMS Contractors LLC does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

12/22/2025

Date

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

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

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

by Martha Bracho - CFOO
(Print individual's name and title)

for DMS Contractors LLC

whose business address is 4101 Ravenswood Rd, Suite 219, Dania Beach, FL 33312

(If applicable) its Federal Employer Identification Number (FEIN) is 47-1148323

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

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

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

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

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

another person. A person who knowingly enters into a joint venture with a person who has been

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

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

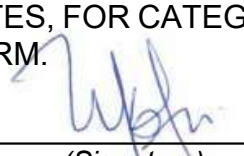
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

1222/2025

(Date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Martha Bracho
(Name of individual signing)

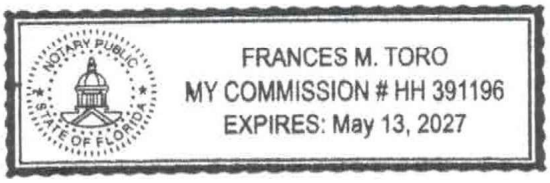
Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 22 of December, 20 25.

Frances Toro

(NOTARY PUBLIC)

My Commission Expires: 05/13/2027



E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION — 1512 CITRUS AVENUE

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: DMS Contractors LLC

Authorized Company Person's Signature: _____

Authorized Company Person's Title: Martha Bracho - CFOO

Date: 12/22/2025

STATE OF FLORIDA
COUNTY OF Broward
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this 28 day of November, 20 25 by Martha Bracho, who is ☒ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: 05/13/2027

FRANCES M. TORO
MY COMMISSION # HH 391196
EXPIRES: May 13, 2027

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

Vendor name: DMS Contractors LLC

Authorized Representative's Name and Title: Martha Bracho - CFOO

Address: 4101 Ravenswood Rd, Suite 219

City: Dania Beach State: Florida Zip Code: 33312

Phone Number: 754-206-4530 Email Address: bids@dmscontractorsllc.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: _____ Martha Bracho - CFOO 12/22/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Broward

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

this 22 day of December, 20 25 by Martha Bracho, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Frances Toro My Commission Expires: 05/13/2027

NOTARY PUBLIC STATE OF FLORIDA
FRANCES M. TORO
MY COMMISSION # HH 391196
EXPIRES: May 13, 2027

REFERENCES

BID NO. 2026-015

CDBG RESIDENTIAL REHABILITATION OF 1512 CITRUS AVENUE

Contact Person & Title	Akilah Grant
Email Address	agrant@fortlauderdale.gov
Phone No.	954-828-4509
Company Name	City of Fort Lauderdale
Mailing Address	914 NW Sistrunk Boulevard, Suite 103, Fort Lauderdale, FL 33311
City, State, Zip	Fort Lauderdale, FL 33311
Type of commercial work contracted	Housing and Community Division (HCD) - Rehabilitation of 2200 N.W. 9th Ct, 33311
Contact Person & Title	Grantland Allen
Email Address	grallen@hollywoodfl.org
Phone No.	754-226-3134
Company Name	City of Hollywood
Mailing Address	Community Development Division - P.O. Box 229045, Hollywood, FL 33022
City, State, Zip	Hollywood, FL 33022
Type of commercial work contracted	Housing Rehabilitation Program of 6841 Taylor St, Hollywood, FL 33024

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,

N/A - Replaced with Addendum No 1

BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 1512 CITRUS AVENUE FORT PIERCE, FL 34950**		
Bid Number	**2026-015**	**Due Date & Time**	**10:30 AM, TUESDAY, DECEMBER 23, 2025**

This project should be bid according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Replace 22 windows – impact	$
Replace HVAC / Install HVAC duct system	$
Replace all rotten siding and studs inside the walls	$
Replace front door and French door	$
Remodel main bathroom	$
Misc. electrical and drywall throughout the house	$
Permits	$
TOTAL	$

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Typed Name, Title: _____

Signature _____ **Date** _____

Telephone # _____ **Fax #** _____

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

Remit To: _____

_____

Check block below for applicable minority indicator:

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

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

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

PLEASE SIGN AND RETURN WITH BID _____

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

Meeting Date: 02/02/2026

Re: Approval of RFQ No. 2025-022 Professional Engineering Services - Consor North America, Inc. Agreement

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of the continuing services contract in response to RFQ No. 2025-022 for Professional Engineering Services awarded to Consor North America, Inc. for a period of two (2) years with three (3) one-year renewal options.

SUMMARY:

RFQ2025-022 for Professional Engineering Services was advertised in April 2025 with a due date of May 27, 2025. There were twenty-one (21) respondents to the RFQ. Consor North America, Inc. was one (1) of the five (5) top-scoring firms approved as the city's continuing professional engineering service providers for RFQ 2025-022 at the August 18, 2025, City Commission meeting. Staff was authorized to enter into contract negotiations with the firms. A Master Agreement was submitted to the City Attorney's Office for review of form and correctness and approved on September 19, 2025. The Master Agreement for Consor North America, Inc. was submitted to the City Attorney's Office and approved as to form and correctness on December 8, 2025.

Staff requests approval of the RFQ No. 2025-022 Professional Engineering Services — Consor North America, Inc. Agreement and subsequent agenda item for Contract Amendment No. 1.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Engineering Department
Purchasing Department

COORDINATED WITH:

Engineering Department
Purchasing Department
City Attorney's Office
Consor North America, Inc.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 25-26
Account: N/A
Amount: N/A
FISCAL IMPACT:
No fiscal impact at this time. Each individual project will be presented separately for approval.

Attachments

City Attorney Memo
Consor North America, Inc. A

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: RFQ2025-022 PROFESSIONAL ENGINEERING SERVICES AGREEMENT - CONSOR NORTH AMERICA, INC.

CAO RLS FILE: 25-390

DATE: DECEMBER 5, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Professional Engineering Services Agreement with Consor North America, Inc. The Professional Engineering Services Agreement has been reviewed and approved by this Office in RLS 25-294 and RLS 25-384. This agreement with Consor is approved as to form and correctness.

Please note that, as requested to accommodate the agreement being presented to the Commission as soon as possible, the RLS was reviewed by this Office without the Risk Manager's review and approval. The Risk Manager, has, however, reviewed and approved this template and prior agreement(s) with others under this RFQ.

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

Thank you.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of _____, 2026 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CONSOR NORTH AMERICA, INC.**, whose local principal address is **2041 Vista Parkway, Suite 101, West Palm Beach, FL 33411** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

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

1. SERVICES

The Consultant’s responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter “professional services”).

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

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

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

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

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

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

To the extent Consultant is permitted to and elects to sub-contract any of the work performed under this Contract, Consultant will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

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

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

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

Commercial General Liability Insurance

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Consultant 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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Consultant's Pollution Liability coverage. Such insurance shall cover Consultant for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the City's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The City shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

Each bond shall be signed on behalf of the Consultant by an individual who is duly authorized to execute the bond on behalf of the Consultant Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. Consultant shall pay on behalf of the City, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City, or their respective officials, officers, and employees.

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

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to the City by the insurance provided by Consultant 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 Consultant) available to the City under this Agreement or otherwise.

All insurance policies provided by the Consultant shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Purchasing
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

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

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

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

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

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

15. PUBLIC RECORDS

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

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

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race

or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

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

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

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

29. COMPLETE AGREEMENT

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

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

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

32. NOTICE

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

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

Consultant:
Consor North America, Inc.
Attn: David Bowden, Executive Vice President
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411

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

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

by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

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

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

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

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

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

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

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: David Bowden

Print: David Bowden

Title: EVP

Today's Date: 1/20/26

Exhibit 1

LOADED CONTRACT RATE SCHEDULE
Consor North America, Inc.
Professional Engineering Services
City of Fort Pierce RFQ2025-022

Job Classification	Weighted Average Rate	Overhead % 170.53%	FCCM 0.220%	Operating Margin 15%	Loaded Contract Rate	Negotiated Contract Rate
Principal Engineer	$132.21	$225.46	$0.29	$19.83	$377.79	$349.00
Senior Engineer	$78.81	$134.39	$0.17	$11.82	$225.19	$225.19
Senior Project Manager	$82.62	$140.90	$0.18	$12.39	$236.09	$219.80
Engineer 2	$73.52	$125.37	$0.16	$11.03	$210.08	$206.00
Engineer 1	$56.79	$96.85	$0.12	$8.52	$162.28	$162.28
Engineering Intern	$48.53	$82.76	$0.11	$7.28	$138.68	$138.68
Senior Design Technician	$42.34	$72.20	$0.09	$6.35	$120.99	$120.99
Design Technician	$35.55	$60.61	$0.08	$5.33	$101.57	$101.57
Utility Coordinator	$57.75	$98.48	$0.13	$8.66	$165.02	$165.02
Senior Environmental Specialist	$68.99	$117.65	$0.15	$10.35	$197.14	$197.14
Environmental Specialist	$39.18	$66.81	$0.09	$5.88	$111.96	$111.96
Public Information Officer	$78.13	$133.23	$0.17	$11.72	$223.24	$204.50
GIS Specialist	$36.06	$61.49	$0.08	$5.41	$103.04	$103.04
Administrative Support	$31.03	$52.91	$0.07	$4.65	$88.66	$88.66

LOADED CONTRACT RATE SCHEDULE
Consor Engineers, LLC
Professional Engineering Services
City of Fort Pierce RFQ2025-022

Job Classification - **Home**	Weighted Average Rate	**Home** Overhead %	FCCM	Operating Margin	**Home** Expenses	Loaded Contract Rate
		153.06%	0.350%	15%	16.79%	
Senior Construction Manager w/PE	$117.94	$180.52	$0.41	$17.69	$19.80	$336.36
Construction Manager w/o PE	$69.06	$105.70	$0.24	$10.36	$11.60	$196.96
Senior Inspector	$40.92	$62.63	$0.14	$6.14	$6.87	$116.70
Inspector	$37.75	$57.78	$0.13	$5.66	$6.34	$107.66

Job Classification - **Field**	Weighted Average Rate	**Field** Overhead %	FCCM	Operating Margin	**Field** Expenses	Loaded Contract Rate
		116.61%	0.350%	15%	21.65%	
Senior Construction Manager w/PE	$117.94	$137.53	$0.41	$17.69	$25.53	$299.11
Construction Manager w/o PE	$69.06	$80.53	$0.24	$10.36	$14.95	$175.14
Senior Inspector	$40.92	$47.72	$0.14	$6.14	$8.86	$103.78
Inspector	$37.75	$44.02	$0.13	$5.66	$8.17	$95.74

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

Vendor name: Consor North America, Inc.

Authorized Representative's Name and Title: David Bowden,Executive Vice President

Address: 6505 Waterford District Drive, Suite 470

City: Miami State: Florida Zip Code: 33126

Phone Number: 888-451-6822 Email Address: legal@consoreng.com

Section 787.06(14), 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:	David Bowden, EVP	1/20/26
Authorized Signature	Printed Name and Title	Date

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

CONTRACTOR:

Consor North America, Inc.

By: _____

Print: David Bowden

Title: EVP

Today's Date: 1/20/26

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

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

Meeting Date: 02/02/2026

Re: Culpepper & Terpening - Contract Amendment No. 1 (RFQ No. 2025-022)

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 1 to the continuing services contract with Culpepper & Terpening, Inc., RFQ No. 2025-022, to clarify "professional services" to allow for surveying services to be contracted, as well as engineering services.

SUMMARY:

This amendment is for a clarification of "Professional Services", to allow for surveying services to be contracted, as well as engineering services.

RECOMMENDATION:

It is recommended that this Amendment be signed in to agreement so that City improvement projects can move forward with surveying projects.

ALTERNATIVES:

Deny and initiate a separate RFQ for surveying services.

RESPONSIBLE STAFF:

Tanner Retherford, P.E.

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

Each individual project will be presented to commission prior to project initiation.

Attachments

Executed Agreement RFQ No. 2025-022

Amendment No. 1 - Executed by Contractor

RLS Memo

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this 1st day of December, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CULPEPPER & TERPENING, INC.**, whose local principal address is **2980 South 25th Street, Fort Pierce, FL 34981** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

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

1. SERVICES

The Consultant’s responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter “professional services”).

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

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

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

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

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

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

To the extent Consultant is permitted to and elects to sub-contract any of the work performed under this Contract, Consultant will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

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

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

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

Commercial General Liability Insurance

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Consultant 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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Consultant's Pollution Liability coverage. Such insurance shall cover Consultant for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the City's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The City shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

Each bond shall be signed on behalf of the Consultant by an individual who is duly authorized to execute the bond on behalf of the Consultant Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. Consultant shall pay on behalf of the City, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City, or their respective officials, officers, and employees.

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

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to the City by the insurance provided by Consultant 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 Consultant) available to the City under this Agreement or otherwise.

All insurance policies provided by the Consultant shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Purchasing
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

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

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

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

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

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

15. PUBLIC RECORDS

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

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

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race

or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

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

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

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

29. COMPLETE AGREEMENT

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

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

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

32. NOTICE

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

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

Consultant:
Culpepper & Terpening, Inc.
Attn: Sherry Terpening, President
2980 S. 25th Street
Fort Pierce, FL 34981

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

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

by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

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

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

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

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

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

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

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

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

12/1/2025

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: Sherry Terpening

Print: **Sherry T. Terpening**

Title: **President**

Today's Date: **11-06-2025**

CULPEPPER & TERPENING INC

City of Fort Pierce
RFQ No. 2025-022
Professional Engineering Services
Proposed Fee Schedule
Exhibit 1

SERVICES	RATE
Principal Engineer P.E.	$ 320.00
Senior Project Manager P.E.	$ 250.00
Senior Project Engineer PE	$ 240.00
Project Engineer P.E.	$ 200.00
Senior Project Manager	$ 240.00
Project Manager	$ 205.00
Project Engineer/Manager/Design/EI	$ 150.00
Civil Design Technician/Senior Design Technician	$ 130.00
CADD Operator/Technician	$ 110.00
Senior Land Surveyor	$ 215.00
Survey Crew Chief	$ 120.00
Senior Survey Technician	$ 130.00
Survey Technician	$ 110.00
GIS Technician	$ 140.00
Project Coordinator	$ 130.00
Administration Services	$ 90.00
Drone Survey Crew	$ 220.00
Two Man Field Survey Crew	$ 180.00
Three Man Field Survey Crew	$ 225.00
ADDITIONAL SERVICES	**RATE**
Principal Planner	$ 230.00
Environmental Specialist	$ 230.00
Senior Electrical Engineer	$ 275.00
Senior Landscape Architect	$ 180.00
Senior Inspector	$ 150.00
Inspector	$ 125.00
Utility Designating Crew	$ 295.00
Ground Penetrating Radar (GPR) & Operator	$ 185.00
Test Hole – Pervious	$ 400.00
Test Hole – Impervious	$ 500.00
Location Vac. Truck and Crew ($/Hr)	$ 295.00
Hydrographic Vessel Under 18'	$ 14.55

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

Vendor name: **Culpepper & Terpening, Inc.**

Authorized Representative's Name and Title: **Sherry T. Terpening - President**

Address: **2980 S. 25th Street**

City: **Fort Pierce** State: **Florida** Zip Code: **34981**

Phone Number: **772-464-3537** Email Address: **sterpening@ct-eng.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: Sherry Terpening **Sherry T. Terpening - President** **11-06-25**

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 **6th** day of **November**, 20**25** by **Sherry T. Terpening**, who is

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

Notary Public Signature: _____ (Seal)

ROBERTO CABRERA
MY COMMISSION # HH 460374
EXPIRES: November 19, 2027

Print Name: **Roberto Cabrera** My Commission Expires: **11-19-27**

FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
CULPEPPER & TERPENING, INC.

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and Culpepper & Terpening, Inc. (Consultant), with its principal place of business at 2980 South 25th St., Fort Pierce, FL 34981 ("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on December 1, 2025, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define "professional engineering services," to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined**. Professional Engineering Services, also referred to as "professional services," includes any services related to:
   a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
   b) Paving, Drainage, and Roadway Improvements
   c) Stormwater Management Design
   d) FDOT Roadway and Enhancement Project Design
   e) Local Park Improvement Design
   f) Marine Design Services
   g) Traffic Engineering
   h) State and Federal Permitting Services
   i) Special Services such as Feasibility Studies and Planning
   j) Construction Contract Administration
   k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

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

CONTRACTOR:

Culpepper & Terpening, Inc.

By: _____

Print: Sherry Terpening

Title: CEO

Today's Date: 01/20/2026

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TANNER RETHERFORD, PROJECT ENGINEER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: PROFESSIONAL ENGINEERING CONTRACT AMENDMENTS

CAO RLS FILE: 25-425

DATE: JANUARY 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to Amendment No. 1 for the Professional Engineering Contracts with Captect, Consor, Culpepper & Terpening, Kimley Horn, and WGI. A clean copy draft of each contract is uploaded, and is approved as to form and correctness.

Please review the documents for accuracy, including the listed business address for each company, and fill in the date the first Professional Engineering Contract was signed. If the Professional Engineering Contract has not yet been signed, please present the Professional Engineering Contract first before the amendment.

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

Thank you.

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

Meeting Date: 02/02/2026

Re: Kimley-Horn - Contract Amendment No. 1 (RFQ No. 2025-022)

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 1 to the continuing services contract with Kimley-Horn, Inc., RFQ No. 2025-022, to clarify "professional services" to allow for surveying services to be contracted, as well as engineering services.

SUMMARY:

This amendment is for a clarification of "Professional Services", to allow for surveying services to be contracted, as well as engineering services.

RECOMMENDATION:

It is recommended that this Amendment be signed in to agreement so that City improvement projects can move forward with surveying projects.

ALTERNATIVES:

Deny and initiate a separate RFQ for surveying services.

RESPONSIBLE STAFF:

Tanner Retherford, P.E.

COORDINATED WITH:

City Attorney

Fiscal Impact

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

FISCAL IMPACT:

Each individual project will be presented to commission prior to project initiation.

Attachments

RLS Memo

Executed Agreement RFQ No. 2025-022

Amendment No. 1 - Executed by Contractor

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TANNER RETHERFORD, PROJECT ENGINEER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

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DATE: JANUARY 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to Amendment No. 1 for the Professional Engineering Contracts with Captect, Consor, Culpepper & Terpening, Kimley Horn, and WGI. A clean copy draft of each contract is uploaded, and is approved as to form and correctness.

Please review the documents for accuracy, including the listed business address for each company, and fill in the date the first Professional Engineering Contract was signed. If the Professional Engineering Contract has not yet been signed, please present the Professional Engineering Contract first before the amendment.

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

Thank you.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 3rd day of November, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, whose local principal address is **445 24th Street, Suite 200, Vero Beach, FL 32960** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

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

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter "professional services").

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

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

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

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

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

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

To the extent Consultant is permitted to and elects to sub-contract any of the work performed under this Contract, Consultant will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

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

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

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

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Consultant 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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability
Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Consultant's Pollution Liability coverage. Such insurance shall cover Consultant for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)
100% Contract Value. Such insurance shall be on a form acceptable to the City's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The City shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond
Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

Each bond shall be signed on behalf of the Consultant by an individual who is duly authorized to execute the bond on behalf of the Consultant Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. Consultant shall pay on behalf of the City, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City, or their respective officials, officers, and employees.

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

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to the City by the insurance provided by Consultant 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 Consultant) available to the City under this Agreement or otherwise.

All insurance policies provided by the Consultant shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Purchasing
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

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

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

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

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

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

15. PUBLIC RECORDS

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

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

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

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

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

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

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

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of

employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

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

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

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

29. COMPLETE AGREEMENT

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

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

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

32. NOTICE

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

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

Consultant:
Kimley-Horn and Associates, Inc.
Attn: Brian Good, P.E., Senior Vice President
4452 24th Street, Suite 200
Vero Beach, FL 32960

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

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

by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

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

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

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

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

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing

work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

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

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

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

11/3/2025
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Brian Good

Title: Senior Vice President

Today's Date: 10/20/25

Kimley»Horn

"EXHIBIT 1"

KIMLEY-HORN AND ASSOCIATES, INC.

OCTOBER 2025

RFQ NO 2025-022 – PROFESSIONAL ENGINEERING SERVICES

SCHEDULE OF HOURLY RATES

Effective October 1, 2025, the following rates are utilized in calculating invoices for services:

Category	Rate
Principal	$315.00
Senior Professional	$270.00
Registered Professional	$210.00
Professional 2	$160.00
Professional 1	$140.00
Designer	$185.00
Senior Support Staff	$100.00
Support Staff	$100.00

Approved By:

Brian Good, P.E.
Senior Vice-President

1. These hourly billing rates will remain effective for the initial duration of this Agreement and will escalate 4.25% each renewal period.
2. Sub-consultants will be billed pursuant to their respective contract.

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

Vendor name: Kimley-Horn and Associates, Inc.

Authorized Representative's Name and Title: Brian Good P.E. Senior Vice President

Address: 445 24th Street, Suite 200

City: Vero Beach State: Florida Zip Code: 33478

Phone Number: 772-794-4083 Email Address: brian.good@kimley-horn.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: _____ Brian Good, Senior Vice President 1/20/25

Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 20th day of October, 2025 by Brian Good, who is

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

Notary Public Signature: Mary K. Brinson (Seal)

Print Name: Mary K. Brinson My Commission Expires: 04/07/2029

Notary Public State of Florida
Mary K. Brinson
My Commission HH 656622
Expires 4/7/2029

FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
KIMLEY-HORN AND ASSOCIATES, INC.

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc. (Consultant), with its principal place of business at 445 24th Street, Suite 200, Vero Beach, FL 32960 ("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on November 3, 2025, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define "professional engineering services," to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined**. Professional Engineering Services, also referred to as "professional services," includes any services related to:
   a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
   b) Paving, Drainage, and Roadway Improvements
   c) Stormwater Management Design
   d) FDOT Roadway and Enhancement Project Design
   e) Local Park Improvement Design
   f) Marine Design Services
   g) Traffic Engineering
   h) State and Federal Permitting Services
   i) Special Services such as Feasibility Studies and Planning
   j) Construction Contract Administration
   k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date.** This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment.** Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

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

CONTRACTOR:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: Brian Good

Title: Principal

Today's Date: 1/19/26

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

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

Meeting Date: 02/02/2026

Re: WGI, Inc. - Contract Amendment No. 1 (RFQ No. 2025-022)

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 1 to the continuing services contract with WGI, Inc., RFQ No. 2025-022, to clarify "professional services", to allow for surveying services to be contracted, as well as engineering services.

SUMMARY:

This amendment is for a clarification of "Professional Services", to allow for surveying services to be contracted, as well as engineering services.

RECOMMENDATION:

It is recommended that this Amendment be signed in to agreement so that City improvement projects can move forward with surveying projects.

ALTERNATIVES:

Deny and initiate a separate RFQ for surveying services.

RESPONSIBLE STAFF:

Tanner Retherford, P.E.

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

Each individual project will be presented to commission prior to project initiation.

Attachments

Executed Agreement RFQ No. 2025-022

Amendment No. 1 - Executed by Contractor

RLS Memo

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **WGI, INC.**, whose local principal address is **548 NW Mercantile Place, Port St. Lucie, FL 34986** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

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

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter "professional services").

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

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

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

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

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

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

To the extent Consultant is permitted to and elects to sub-contract any of the work performed under this Contract, Consultant will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

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

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

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

Commercial General Liability Insurance

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Consultant 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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Consultant's Pollution Liability coverage. Such insurance shall cover Consultant for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the City's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The City shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

Each bond shall be signed on behalf of the Consultant by an individual who is duly authorized to execute the bond on behalf of the Consultant Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. Consultant shall pay on behalf of the City, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City, or their respective officials, officers, and employees.

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

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to the City by the insurance provided by Consultant 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 Consultant) available to the City under this Agreement or otherwise.

All insurance policies provided by the Consultant shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Purchasing
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

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

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

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

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

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

15. PUBLIC RECORDS

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

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

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race

or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

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

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

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

29. COMPLETE AGREEMENT

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

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

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

32. NOTICE

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

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

Consultant:
WGI, Inc.
Attn: Adam Schildmeier, P.E., Market Leader
2035 Vista Parkway
West Palm Beach, FL 33411

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

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

by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

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

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

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

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

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

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

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

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

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Adam Schuldmeier, P.E.

Title: Market Leader, Civil

Today's Date: 1/7/24

EXHIBIT 1
PROFESSIONAL ENGINEERING SERVICES - RFQ # 25-022
POSITION RATES

12/10/2025

POSITION / CLASSIFICATION	RATE
Engineering	
Principal Engineer	$295.00
Sr. Project Manager	$285.00
Project Manager	$250.00
Senior Engineer 2	$275.00
Senior Engineer 1	$240.00
Engineer 2	$220.00
Engineer 1	$200.00
Senior Engineer Intern	$150.00
Engineer Intern	$135.00
Chief Designer	$185.00
Sr. Designer / CADD Technician	$160.00
Designer / CADD Technician	$130.00
Field Engineer	$200.00
Field Inspector	$150.00
Environmental	
Sr. Environmental Scientist	$210.00
Environmental Scientist	$140.00
Architectural	
Principal Architect	$295.00
Project Manager	$220.00
Surveying	
Principal Surveyor	$265.00
Project Manager	$190.00
Senior Professional Surveyor	$180.00
Professional Surveyor	$155.00
Staff Surveyor	$120.00
2 Man Field Crew (fixed rate)	$170.00
3 Man Field Crew (fixed rate)	$220.00
Utility Coordinator	$170.00
2 Man Utility Designating Crew (fixed rate)	$180.00
3 Man Utility Designating Crew (fixed rate)	$240.00
Laser Scan Crew (fixed rate)	$250.00
Hydrographic/Bathymetric Crew (fixed rate)	$350.00
Planning / Landscape Architecture	
Principal Planner / Landscape Architect	$270.00
Sr. Project Manager	$215.00
Project Manager	$180.00
Planner / Designer	$120.00
Other	
GIS Technician	$120.00
Administrative Assistant	$130.00

1) Rates are valid for 3 years from the agreement date.
2) Revisions will be based on the Consumer Price Index (CPI) for the following year.
3) Subconsultants – Billed at cost
4) Mileage – Included in hourly rates.
6) Postage and Reproduction – Included in hourly rates

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

Vendor name: WGI, Inc.

Authorized Representative's Name and Title: Adam Schildmeier, PE; Market Leader, Civil

Address: 548 NW Mercantile Place

City: Port St. Lucie State: FL Zip Code: 34986

Phone Number: 772-408-5258 Email Address: adam.schildmeier@wginc.com

Section 787.06(14), 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: [signature] Adam Schildmeier, P.E. Market Leader, Civil 1/7/24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

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

this 07 day of JAN., 2026 by Adam W. Schildmeier, who is

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

Notary Public Signature: _____ (Seal)

JHEAN C. VARELA
Notary Public - State of Florida
Commission # HH 374993
My Comm. Expires Mar 16, 2027

Print Name: Jhean C. Varela My Commission Expires: 03-16-2027

FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
WGI, INC.

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and WGI, INC.(Consultant), with its principal place of business at 548 NW Mercantile Place, Port St. Lucie, FL 34986 ("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on January 20th, 2026, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define "professional engineering services," to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined**. Professional Engineering Services, also referred to as "professional services," includes any services related to:
   a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
   b) Paving, Drainage, and Roadway Improvements
   c) Stormwater Management Design
   d) FDOT Roadway and Enhancement Project Design
   e) Local Park Improvement Design
   f) Marine Design Services
   g) Traffic Engineering
   h) State and Federal Permitting Services
   i) Special Services such as Feasibility Studies and Planning
   j) Construction Contract Administration
   k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

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

CONTRACTOR:

WGI, INC.

By: _____

Print: Adam Schildmeier

Title: Market Leader, Civil

Today's Date: 1/15/2024

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TANNER RETHERFORD, PROJECT ENGINEER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: PROFESSIONAL ENGINEERING CONTRACT AMENDMENTS

CAO RLS FILE: 25-425

DATE: JANUARY 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to Amendment No. 1 for the Professional Engineering Contracts with Captect, Consor, Culpepper & Terpening, Kimley Horn, and WGI. A clean copy draft of each contract is uploaded, and is approved as to form and correctness.

Please review the documents for accuracy, including the listed business address for each company, and fill in the date the first Professional Engineering Contract was signed. If the Professional Engineering Contract has not yet been signed, please present the Professional Engineering Contract first before the amendment.

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

Thank you.

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

Meeting Date: 02/02/2026

Re: CAPTEC Engineering, Inc. - Contract Amendment No. 1 (RFQ No. 2025-022)

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 1 to the continuing services contract with CAPTEC Engineering, Inc, RFQ No. 2025-022, to clarify "professional services", to allow for surveying services to be contracted, as well as engineering services.

SUMMARY:

This amendment is for a clarification of "Professional Services", to allow for surveying services to be contracted, as well as engineering services.

RECOMMENDATION:

It is recommended that this Amendment be signed in to agreement so that City improvement projects can move forward with surveying projects.

ALTERNATIVES:

Deny and initiate a separate RFQ for surveying services.

RESPONSIBLE STAFF:

Tanner Retherford, P.E.

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

Each individual project will be presented to commission prior to project initiation.

Attachments

RLS Memo

Executed Agreement RFQ No. 2025-022

Amendment No. 1 - Executed by Contractor

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TANNER RETHERFORD, PROJECT ENGINEER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: PROFESSIONAL ENGINEERING CONTRACT AMENDMENTS

CAO RLS FILE: 25-425

DATE: JANUARY 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to Amendment No. 1 for the Professional Engineering Contracts with Captect, Consor, Culpepper & Terpening, Kimley Horn, and WGI. A clean copy draft of each contract is uploaded, and is approved as to form and correctness.

Please review the documents for accuracy, including the listed business address for each company, and fill in the date the first Professional Engineering Contract was signed. If the Professional Engineering Contract has not yet been signed, please present the Professional Engineering Contract first before the amendment.

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

Thank you.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this 1st day of December, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CAPTEC ENGINEERING, INC.**, whose local principal address is **301 NW Flagler Avenue, Stuart, FL 34994** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

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

1. SERVICES

The Consultant’s responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter “professional services”).

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

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

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

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

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

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

To the extent Consultant is permitted to and elects to sub-contract any of the work performed under this Contract, Consultant will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

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

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

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

Commercial General Liability Insurance

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Consultant 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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Consultant's Pollution Liability coverage. Such insurance shall cover Consultant for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the City's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The City shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

Each bond shall be signed on behalf of the Consultant by an individual who is duly authorized to execute the bond on behalf of the Consultant Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. Consultant shall pay on behalf of the City, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City, or their respective officials, officers, and employees.

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

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to the City by the insurance provided by Consultant 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 Consultant) available to the City under this Agreement or otherwise.

All insurance policies provided by the Consultant shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Purchasing
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

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

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

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

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

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

15. PUBLIC RECORDS

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

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

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

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

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

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

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

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

29. COMPLETE AGREEMENT

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

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

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

32. NOTICE

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

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

Consultant:
CAPTEC Engineering, Inc.
Attn: Joseph W. Capra, P.E., President
301 NW Flagler Avenue
Stuart, FL 34994

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

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. COMPLIANCE WITH LAWS

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

36. INTERPRETATION; CONTROLLING LAW; VENUE

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

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant

shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

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

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

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with

a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

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

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

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

12/1/25

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Joseph W. Capra, PE

Title: President

Today's Date: 11/24/2025

EXHIBIT 1

CAPTEC 2025 HOURLY RATES (CITY OF FORT PIERCE)

Principal / Expert Witness……	$ 250.00/hour
Sr. Principal/ PE……	$ 220.00/hour
PE / Construction Director……	$ 190.00/hour*
PE / Quality Control Manager……..	$ 190.00/hour
PE/ Engineering Manager…….	$ 180.00/hour
PE / Sr. Project Manager……..	$ 160.00/hour
PE / Project Engineer/ Manager…..……	$ 160.00/hour
PE / Project Design Engineer……..	$ 150.00/hour
Construction Project Manager……..	$ 125.00/hour*
Sr. Project Designer……..	$ 120.00/hour
Sr. Civil Design Technician …….	$ 120.00/hour
Project Design Engineer/ EI……..	$ 110.00/hour
Project Design Engineer……	$ 100.00/hour
Field Representative/ Sr. Inspector……	$ 100.00/hour*
Assistant Project Manager/ Coordinator……..	$ 95.00/hour
Civil Design Technician……	$ 90.00/hour
Office Manager…….	$ 80.00/hour
Project Coordinator……...	$ 80.00/hour

**Includes travel / mileage costs*

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

Vendor name: CAPTEC Engineering, Inc.

Authorized Representative's Name and Title: Joseph W. Capra, P.E., President

Address: 301 NW Flagler Avenue

City: Stuart State: FL Zip Code: 34994

Phone Number: (772) 692-4344 Email Address: jcapra@gocaptec.com

Section 787.06(14), 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: _____ Joseph W. Capra, PE, President 11/24/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24 day of NOVEMBER, 2025 by JOSEPH CAPRA, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: GINA COLONNA My Commission Expires: 6/14/28

GINA COLONNA
Notary Public - State of Florida
Commission # HH 520189
My Comm. Expires Jun 14, 2028
Bonded through National Notary Assn.

FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
CAPTEC ENGINEERING, INC.

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and CAPTEC Engineering, Inc. (Consultant), with its principal place of business at 301 NW Flagler Avenue, Stuart, FL 34994 ("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on December 1, 2025, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define "professional engineering services," to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined**. Professional Engineering Services, also referred to as "professional services," includes any services related to:
   a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
   b) Paving, Drainage, and Roadway Improvements
   c) Stormwater Management Design
   d) FDOT Roadway and Enhancement Project Design
   e) Local Park Improvement Design
   f) Marine Design Services
   g) Traffic Engineering
   h) State and Federal Permitting Services
   i) Special Services such as Feasibility Studies and Planning
   j) Construction Contract Administration
   k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

CONTRACTOR:

CAPTEC Engineering, Inc.

By: _____

Print: Joseph W. Capra, PE

Title: President

Today's Date: 1/21/2026

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

City Commission Regular Meeting - 5:05 PM **11. L.**

Meeting Date: 02/02/2026

Re: Consor North America, Inc. - Contract Amendment No. 1 (RFQ No. 2025-022)

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Amendment No. 1 to the continuing services contract with Consor North America, Inc., RFQ No. 2025-022 to clarify "professional services", to allow for surveying services to be contracted, as well as engineering services.

SUMMARY:

This amendment is for a clarification of "Professional Services", to allow for surveying services to be contracted, as well as engineering services.

RECOMMENDATION:

It is recommended that this Amendment be signed in to agreement so that City improvement projects can move forward with surveying projects.

ALTERNATIVES:

Deny and initiate a separate RFQ for surveying services.

RESPONSIBLE STAFF:

Tanner Retherford, P.E.

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

FISCAL IMPACT:

Each individual project will be presented to commission prior to project initiation.

Attachments

RLS Memo

Executed Agreement RFQ No. 2025-022

Amendment No. 1 - Executed by Contractor

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TANNER RETHERFORD, PROJECT ENGINEER, ENGINEERING

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: PROFESSIONAL ENGINEERING CONTRACT AMENDMENTS

CAO RLS FILE: 25-425

DATE: JANUARY 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to Amendment No. 1 for the Professional Engineering Contracts with Captect, Consor, Culpepper & Terpening, Kimley Horn, and WGI. A clean copy draft of each contract is uploaded, and is approved as to form and correctness.

Please review the documents for accuracy, including the listed business address for each company, and fill in the date the first Professional Engineering Contract was signed. If the Professional Engineering Contract has not yet been signed, please present the Professional Engineering Contract first before the amendment.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of _____, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CONSOR NORTH AMERICA, INC.**, whose local principal address is **2041 Vista Parkway, Suite 101, West Palm Beach, FL 33411** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant’s responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter “professional services”).

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant’s trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

The Consultant shall, at its own expense, procure and maintain, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City. As evidence of compliance with the insurance required herein, Consultant shall furnish the City with:

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

Until such insurance is no longer required by this Contract, Consultant shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent Consultant is permitted to and elects to sub-contract any of the work performed under this Contract, Consultant will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: Statutory
Part Two: $1,000,000 Each Accident
$1,000,000 Disease – Policy Limit
$1,000,000 Disease – Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against the City, and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City, and their respective officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

Consultant 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 which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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 amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Consultant's Pollution Liability coverage. Such insurance shall cover Consultant for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, 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.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the City's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The City shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

Each bond shall be signed on behalf of the Consultant by an individual who is duly authorized to execute the bond on behalf of the Consultant Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. Consultant shall pay on behalf of the City, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City, or their respective officials, officers, and employees.

All policies of insurance provided by the Consultant shall be endorsed to provide that the Insurer waives its rights against the City of Fort Pierce and their members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to the City by the insurance provided by Consultant 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 Consultant) available to the City under this Agreement or otherwise.

All insurance policies provided by the Consultant shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Purchasing
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, 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, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect

to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond

its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race

or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Consor North America, Inc.
Attn: David Bowden, Executive Vice President
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if

by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: David Bowden

Print: David Bowden

Title: EVP

Today's Date: 1/20/26

Exhibit 1

LOADED CONTRACT RATE SCHEDULE
Consor North America, Inc.
Professional Engineering Services
City of Fort Pierce RFQ2025-022

Job Classification	Weighted Average Rate	Overhead % 170.53%	FCCM 0.220%	Operating Margin 15%	Loaded Contract Rate	Negotiated Contract Rate
Principal Engineer	$132.21	$225.46	$0.29	$19.83	$377.79	$349.00
Senior Engineer	$78.81	$134.39	$0.17	$11.82	$225.19	$225.19
Senior Project Manager	$82.62	$140.90	$0.18	$12.39	$236.09	$219.80
Engineer 2	$73.52	$125.37	$0.16	$11.03	$210.08	$206.00
Engineer 1	$56.79	$96.85	$0.12	$8.52	$162.28	$162.28
Engineering Intern	$48.53	$82.76	$0.11	$7.28	$138.68	$138.68
Senior Design Technician	$42.34	$72.20	$0.09	$6.35	$120.99	$120.99
Design Technician	$35.55	$60.61	$0.08	$5.33	$101.57	$101.57
Utility Coordinator	$57.75	$98.48	$0.13	$8.66	$165.02	$165.02
Senior Environmental Specialist	$68.99	$117.65	$0.15	$10.35	$197.14	$197.14
Environmental Specialist	$39.18	$66.81	$0.09	$5.88	$111.96	$111.96
Public Information Officer	$78.13	$133.23	$0.17	$11.72	$223.24	$204.50
GIS Specialist	$36.06	$61.49	$0.08	$5.41	$103.04	$103.04
Administrative Support	$31.03	$52.91	$0.07	$4.65	$88.66	$88.66

LOADED CONTRACT RATE SCHEDULE
Consor Engineers, LLC
Professional Engineering Services
City of Fort Pierce RFQ2025-022

Job Classification - **Home**	Weighted Average Rate	**Home** Overhead %	FCCM	Operating Margin	**Home** Expenses	Loaded Contract Rate
		153.06%	0.350%	15%	16.79%	
Senior Construction Manager w/PE	$117.94	$180.52	$0.41	$17.69	$19.80	$336.36
Construction Manager w/o PE	$69.06	$105.70	$0.24	$10.36	$11.60	$196.96
Senior Inspector	$40.92	$62.63	$0.14	$6.14	$6.87	$116.70
Inspector	$37.75	$57.78	$0.13	$5.66	$6.34	$107.66

Job Classification - **Field**	Weighted Average Rate	**Field** Overhead %	FCCM	Operating Margin	**Field** Expenses	Loaded Contract Rate
		116.61%	0.350%	15%	21.65%	
Senior Construction Manager w/PE	$117.94	$137.53	$0.41	$17.69	$25.53	$299.11
Construction Manager w/o PE	$69.06	$80.53	$0.24	$10.36	$14.95	$175.14
Senior Inspector	$40.92	$47.72	$0.14	$6.14	$8.86	$103.78
Inspector	$37.75	$44.02	$0.13	$5.66	$8.17	$95.74

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Consor North America, Inc.

Authorized Representative's Name and Title: David Bowden,Executive Vice President

Address: 6505 Waterford District Drive, Suite 470

City: Miami State: Florida Zip Code: 33126

Phone Number: 888-451-6822 Email Address: legal@consoreng.com

Section 787.06(14), 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:	David Bowden, EVP	1/20/26
Authorized Signature	Printed Name and Title	Date

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

CONTRACTOR:

Consor North America, Inc.

By: _____

Print: David Bowden

Title: EVP

Today's Date: 1/20/26

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
CONSOR NORTH AMERICA, INC.

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and Consor North America, Inc. (Consultant), with its principal place of business at 6505 Waterford District Drive, Suite 470, Miami, FL 33126 ("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on _____ ____, 202___, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define "professional engineering services," to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined.** Professional Engineering Services, also referred to as "professional services," includes any services related to:
   a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
   b) Paving, Drainage, and Roadway Improvements
   c) Stormwater Management Design
   d) FDOT Roadway and Enhancement Project Design
   e) Local Park Improvement Design
   f) Marine Design Services
   g) Traffic Engineering
   h) State and Federal Permitting Services
   i) Special Services such as Feasibility Studies and Planning
   j) Construction Contract Administration
   k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date.** This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment.** Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

CONTRACTOR:

Consor North America, Inc.

By: _____

Print: David Bowden

Title: EVP

Today's Date: 1/20/26

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney

City Commission Regular Meeting - 5:05 PM **11. M.**

Meeting Date: 02/02/2026

Re: City of Fort Pierce Partnership Agreement with St. Lucie County -2026 Highwaymen Festival

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Approval of a Land Use Agreement between Saint Lucie County and the City of Fort Pierce for the use of County-owned property located at 435 N. 7th Street, Fort Pierce, Florida on February 20, 2026, for event staging, and on February 21, 2026, for the 9th Annual Highwaymen Heritage Trail Art Show and Festival.

SUMMARY:

This agreement pertains to the City of Fort Pierce's annual Highwaymen event, allowing use of the property located at 435 N. 7th Street, Fort Pierce, Florida 34950 at no cost to the City of Fort Pierce.

RECOMMENDATION:

The Grants Division recommends approval of the Land Use agreement.

ALTERNATIVES:

Request a submittal of the agreement or provide any updates, as applicable.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

In partnership with St. Lucie County and The City of Fort Pierce.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025-2026

Account: 0

Amount: 0

FISCAL IMPACT:

This agreement pertains to the City of Fort Pierce's annual event, for which a longstanding partnership has been established allowing use of the property located at 435 N. 7th Street, Fort Pierce, Florida 34950 at no cost to the City of Fort Pierce.

Attachments

Land Use Agreement

Exhibit A - Property Card
Certificate of Coverage
CAO Memo - Land Use Agreement - St. Lucie County and City of Fort Pierce

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and entered into this _____day of _____, 2026, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida ("County"), whose address is 2300 Virginia Avenue, Fort Pierce, FL 34982, and the CITY OF FORT PIERCE., a Florida municipal corporation ("City"), whose address is 100 North
U.S. Highway 1, Fort Pierce, FL 34950.

WITNESSETH:

WHEREAS, the County and the City desire to partner on the City's 9th Annual Highwaymen Heritage Trail Art Show and Festival on February 20, 2026 through February 21, 2026 ("Event"); and,

WHEREAS, in furtherance of the partnership, County will provide use of a portion ("Premises") of the parking lot ("Facility"), located at 435 N. 7th Street, Ft. Pierce, Florida as the site and staging area for the Event.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the County and City do mutually covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.
2. County grants City the right to use the Premises identified in **Exhibit "A"** on February 20, 2026 through February 21, 2026 as the site and staging area for the Event. City shall not use or permit the Premises to be used for any other purpose. City shall obtain any and all permits and licenses, comply with any and all requirements and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations which pertain to or arise in connection with City's use of the Premises, or the presentation of the Event.
3. Further, City shall not take any action or fail to take any action which shall cause County to be in breach of any contract, obligation or duty the County may have to a third party at

the time of the Event, or pursuant to any applicable laws, rules or regulations.

4. City shall not use or occupy the Premises in violation of: (1) all terms of this Agreement; (2) any rules and regulations promulgated by County for the Premises from time to time; or (3) any law or ordinance affecting the premises or County's facilities. City shall comply with any directive of any governmental authority with respect to City's use or occupancy of the Premises.

5. City shall not do or permit anything on or about the Premises which will in any way damage the Premises, obstruct or interfere with the rights of other users or occupants of the Premises, or injure or annoy them, use the Premises or allow them to be used for any unlawful purpose. City shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises.

6. City employees and staff shall remain at the Event until conclusion of the Event, including loading out of equipment and exist of all agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees.

7. The County reserves the right to stop any noise or sound based on any violation of the County ordinance regarding maximum permissible sound level. This right includes, but is not limited to turning off the power, even if the act and/or show is still performing.

8. City, its agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees shall not bring onto the Premises or County's facilities any material, substances, toxic or hazardous materials, equipment or objects which, in the sole judgment of the management of the County, is likely to endanger the life of, or cause bodily injury or harm to, any person on the Premises or County's facilities or which is likely to constitute a hazard to property thereon. County shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the Premises or County's facilities and the further rights to require or to obtain its immediate removal therefrom if found thereon. The City shall not, without written consent of the County designee, put up or operate any engine or motor or machinery on the Premises OR use oils, candles, burning fluids, camphene, gasoline or similar liquid for either mechanical or other purposes, or any other agent other than electricity for illuminating the Premises. Candles with flame must be covered.

9. County shall not be responsible for any items left in the Premises by the City, the City's agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees. County shall not be responsible for the theft, loss, or damage to City's property or property belonging to anyone with whom City may have contractual relations as to the use or partial use of the Premises, or property belonging to any employee, agent, guest, patron or invitee of the City.

10. City shall be responsible for cleanup and maintenance of the Premises, and shall leave and surrender the Premises in good order, condition and repair and shall remove all personal property, fixtures and decorations brought onto the Premises by City, its agents, employees, representatives, vendors, exhibitors, guests, patrons or invitees, and further agrees that if such property be not so removed, County may forthwith possess, remove, dispose of and/or store same.

11. City shall not change, alter or make any improvements or additions to the Premises.

12. County and/or its designated agents shall have the right to enter and inspect the Premises at any time. County further reserves the right to itself and its designees to enter the Premises at any time to perform services required of or permitted to County, such as concessionaire, janitorial and repair or replacement services.

13. City shall be solely responsible for all licenses, fees, charges or other requirements to present or allow the presentation of any composition, work or material during the Event or in advertising which is covered by copyright, trademark, patent or other intellectual property right.

14. Each party shall assume the responsibility and liability for acts and omissions of its own officials, employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this agreement shall be liable (if at all) only for the acts or omissions of its own officials, employees, deputies, officers, or agents that occur within the scope of their official duties. Nothing herein shall be construed to be a waiver of sovereign immunity or to increase the limits of the Parties' sovereign immunity, pursuant to Section 768.28, Florida Statutes. No lewd, indecent, immoral, obscene, or illegal acts, conduct, language, pictures or portrayals shall constitute or be included in the activities or Event presented by City or its agents, employees, volunteers,

exhibitors, independent contractors, vendors, patrons, guests or invitees on the Premises and City agrees to abide and to be bound by the sole decision of County designee as to the propriety and prohibition of the same from the Premises should any questions of propriety arise under this paragraph.

15. City shall be responsible for the procurement and payment of all promotion and advertisement pertaining to the Event; provided, however, that all of City's advertising will be factual and truthful and will include, without limitation, accurate information.

16. As authorized by County, City may advertise that the County is co-sponsoring or partnering with the City for the presentation of the Event. In furtherance of advertising and marketing the Event, City may exhibit the County's registered service mark logo, in such colors and configuration as County directs, on all printed material regarding the Event, provided that the County approves in writing prior to any dissemination, electronic, hardcopy or otherwise, of such advertisements and information. Advertisements and information shall not list a County facility or staff phone number.

17. Use and exhibition of the logo by City shall not operate to create or entitle City to any proprietary rights in said service mark, color schemes or design. As part consideration for the use of County's logo, City agrees to present the Event in a first-class manner and to maintain such high quality throughout the term of this Agreement.

18. Should any visible danger be observed by the City or brought to its attention, City shall not use the Premises and shall report the visible danger to the County as soon as possible.

19. There shall be no smoking on the grounds of the Premises except in designated outdoor smoking areas.

20. No portion of the sidewalks, entries, passages, vestibule, halls, stairways, or access to public utilities shall be obstructed or used for any other purpose than ingress and egress.

21. In the Event that an outdoor event is cancelled or postponed due to inclement weather, rescheduling of the Event at the Premises is at the sole discretion of the County.

22. The City shall determine the level of security protection needed, to the satisfaction of the County. The City shall procure and maintain, at its own expense, such security during the Event. The City shall provide the County before the Event, with proof, in a method acceptable to the County, of having retained the level of security determined needed by the

County. In the event that the County, in its sole discretion, determines that City's security requirements are not adequate or being met in full, County may require City to employ additional security personnel for the Event, at City's own cost and expense.

23. In the case that a state of emergency may be declared, or the Premises or any part thereof is destroyed or damaged by hurricane, fire, water, mob, riot, war, civil commotion, strike or labor disputes or act of God or any other cause, or if any other casualty or unforeseen occurrence, the County may determine that fulfillment of this Agreement by the County is not possible. If any of these shall occur, this Agreement shall terminate. The City hereby waives any claim for damages or compensation should this Agreement be so terminated.

24. Either party may terminate the Agreement without cause at any time upon fifteen (15) calendar days prior written notice to the other party.

25. County and City are "state agencies or subdivisions" as defined in Section 768.28, F.S. Both parties are responsible for its own acts of negligence which result in claims or suits arising out of this Agreement, and agrees to be liable to the limits set forth in Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency to be sued by third parties in any matter arising out of this Agreement.

26. City shall procure and maintain throughout the term of this Agreement comprehensive general liability, automobile liability, and workers' compensation insurance written by such insurance company as shall be acceptable to County. General liability insurance in the amount of $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. Workers' Compensation insurance in the amount of $1,000,000 per occurrence. City's insurance shall cover all activities of any subcontractors, vendors, and any individual or company providing services for this event. City shall name St. Lucie County BOCC as an additional insured under said policy and a certificate of insurance showing the additionally insured and specifying the deductible of said policy shall be delivered to County no later than fifteen (15) days before the Event. The certificate shall provide for fifteen (15) days prior written notice from the insurer to County of any cancellation or amendment to said insurance policy. In the event that City fails to deliver said certificate to County in the above stated manner, County may cancel this Agreement or, but shall not be obligated to, procure the required policy and charge its

costs to City, to be paid by City within fifteen (15) days of request by the County.

27. Each party will promptly notify the other party of any citizen complaint, claim, suit, or cause of action threatened or commenced it which arises out of or relates, in any manner, to this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.
28. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by either (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing the date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

If to the County:

County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

With a Copy to:

County Attorney
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

If to City:

City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:

City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

29. City shall not sub-lease the whole or part of the Premises.
30. City reserves the right to relocate the Event to a different County facility should the Premises no longer be available for use on the Event date. County will provide notice to City as soon as is feasible.
31. Waiver of a breach of any provision in this Agreement shall not be deemed a waiver of any other breach of the same or different provisions.
32. County and City are independent entities. Nothing herein shall be construed or interpreted as creating a relationship of joint ventures, principal and agent or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other party.
33. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to the principles of conflicts of laws of said state. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.
34. Prior to initiating any litigation concerning this Agreement, the parties agree to submit the disputed issue(s) to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue(s).
35. This Agreement constitutes the entire and complete agreement contemplated by the parties and supersedes all previous agreements or representations proposals, oral or written, and all negotiations, conversations, or discussions between the parties relating to the subject matter of this Agreement.
36. **Public Records**

    The City and County, respectively, shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City in conjunction with this Agreement. Specifically, the City and County shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City or County in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the City or County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City or County all public records and possession of the City or County upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City or County in a format that is compatible with the information technology systems of the City or County.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, SUSAN.BELLAMY@STLUCIECO.GOV, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

signature page to follow

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

_____
WITNESS

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

CITY OF FORT PIERCE

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____

CITY ATTORNEY

Property Identification

Site Address:	435 N 7TH ST
Sec/Town/Range:	10/35S/40E
Parcel ID:	**2410-601-0181-000-2**
Jurisdiction:	Fort Pierce
Land Use Code:	8000 - VAC GOVT
Account #:	**23277**
Map ID:	24/10N
Zoning:	General Co

Image or Sketch unavailable for display

Legal Description

FEE AND MAY`S RE-S/D BLK M LOTS 7 AND 8-LESS N 15 FT- AND ALL LOTS 9-22 INCL AND THAT PART OF VAC ALLEY AS IN VAC ORD I-286 AS IN OR 594-1186 AND LESS THAT PART MPDAF IN OR 2868-1582 (2.3 AC - 100188 SF) (OR 625-2166)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.3
Land Size (SF):	100,188

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

Map



State of Florida, Microsoft, Vantor Powered by Esri

Ownership

St Lucie County
% Management and Budget
2300 Virginia Ave
Fort Pierce, FL 34982-5632

Current Values

Just/Market value:	$259,700
Assessed value:	$132,616

Exemption value:	$132,616
Taxable value:	$0

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2026 Saint Lucie County Property Appraiser. All rights reserved.

CERTIFICATE OF COVERAGE

Certificate Holder

SAINT LUCIE COUNTY BOCC
2300 VIRGINIA AVENUE,
FORT PIERCE, FLORIDA 34982

Administrator

Issue Date 10/9/2025

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0195	**COVERAGE PERIOD:** FROM 10/1/25	**COVERAGE PERIOD:** TO 10/1/26 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [X] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [X] **Buildings**
  - [X] Basic Form
  - [X] Special Form
- [X] **Personal Property**
  - [ ] Basic Form
  - [X] Special Form
- [X] Agreed Amount
- [X] Deductible $25,000
- [X] Coinsurance 90%
- [X] Blanket
- [ ] Specific
- [X] Replacement Cost
- [ ] Actual Cash Value
- [X] **Miscellaneous**
  - [X] Inland Marine
  - [X] Electronic Data Processing
  - [X] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [ ] SIR Deductible N/A

Automobile/Equipment - Deductible

- [X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $3,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Proof of insurance for Annual Highwaymen Heritage Trail Art Show and Festival at 435 N 7th Street Fort Pierce, FL 34950.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Fort Pierce
100 N US HWY 1
Fort Pierce FL 34954

Cancellations

SHOULD ANY PART OF THE ABOVE-DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Kimberlee Henton, Reporting and Grants Specialist, Finance Department, Grants Administration Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: City of Fort Pierce Partnership Agreement with St. Lucie County-Festival 2026

CAO RLS FILE: 26-12

DATE: January 15, 2026

I have reviewed the above request for legal services (RLS) regarding the Partnership Agreement with St. Lucie County for the Highwaymen Festival. This agreement has been previously reviewed and approved by this Office in 2025. Previous recommended changes from this Office were not incorporated into this Agreement. A redlined version of the 2026 Agreement is attached with changes tracked.

A clean copy of the partnership agreement, with changes accepted, has been uploaded. The clean copy, with all changes included, of the Partnership Agreement is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting - 5:05 PM **11. N.**

Meeting Date: 02/02/2026

Re: Approval to Piggyback Agreement with Sourcewell and CXT, Inc. - CDBG Coach Fenn Part Improvement Project

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval to piggyback the CXT, Inc. agreement for the CDBG Coach Fenn Park Improvement Project for the manufacturing and installation of a prefabricated restroom, at a cost not to exceed $146,809.91.

SUMMARY:

This item represents a Piggyback Agreement utilizing a competitively awarded contract between Sourcewell and CXT, Inc. Under the Community Development Block Grant (CDBG) Coach Fenn Park Improvement Project, City staff contracted CXT, Inc. to manufacture and install a new prefabricated public restroom at Coach Fenn Park, located at 2306 Avenue I, Fort Pierce, FL 34950.The restroom will feature, among other amenities:

- Two stalls (one designated for men and one for women)
- ADA-compliant water fountains
- A timed electric locking system
- Durable steel fixtures
- Electric hand dryers

CXT, Inc.'s products and services are being procured through a cooperative purchasing program known as Sourcewell, which will assist with meeting the CDBG requirements of completing the park project by June 30, 2026. City staff have thoroughly reviewed CXT, Inc. and confirmed its capability to deliver the project responsibly and within budget.

The total cost for this service is $146,809.91 and will be reimbursed through CDBG.

RECOMMENDATION:

Approval of the Piggyback Contract with CXT, Inc. for the Manufacturing and Installation of a Prefabricated Restroom For a Cost Not to Exceed $146,809.91

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator
Richard Stauffer, Facilities Maintenance Manager

COORDINATED WITH:

Gelencia Carter, Purchasing Manager
Camille Wallace, Sr. Assistant City Attorney
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025-2026
Account:	0014005572563200
Amount:	$146,809.91

FISCAL IMPACT:

CDBG will reimburse this expense.

Attachments

Piggyback Contract
City Attorney Approval

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **CXT, Inc.** (Thereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.

2. The parties agree that the Vendor has entered a contract with the **Sourcewell, said** contract being identified as**: Master Agreement #052725** under **(**said original contract being referred to as the "original government contract").

3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.

4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement: **6/30/26**
   b) Insurance Requirements: **No Change**
   c) Contract Price: Amount shall not exceed the total cost for the Scope of Work set forth in Exhibit "B"
   d) Any other provisions that will be modified: **No Change**
   Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A",** the Vendor agrees to send notices, invoices and will conduct all business with:

      City of Fort Pierce, Florida
      Attention: Finance
      100 N. U.S. Hwy 1, Fort Pierce, FL 34954
      Telephone: (772) 467-3000
      Email: dfaniel@cityoffortpierce.com

   e) The City's Project Manager and associated contact information is listed below:
      Name: Marsha Commond
      Title: Special Projects Coordinator
      Address: 52 Savannah Road, Fort Pierce, FL 34982
      Telephone: 772-467-3836

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Email: mcommond@cityoffortpierce.com

5. Notwithstanding any other provision in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

6. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to Sourcewell and as user or buyer of the VENDOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit A of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit A, and Exhibit B (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit A, and then Exhibit B.

7. Notwithstanding any other provision in **Exhibit "A"** and Exhibit "B" to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

8. Notwithstanding any other provision in **Exhibit " A "** and Exhibit "B" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

9. At all times, Vendor shall comply with Florida's public records laws. Vendor shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain

public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. Nothing contained in Exhibits "A" or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

11. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Vendor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Vendor, Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

12. Exhibit "C" to this Piggyback Contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).

13. Vendor shall, at all times hereafter, indemnify, hold harmless the City, its Board, members, directors, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and

attorney's fees, arising out of the negligent or wrongful act or omission of VENDOR, its officers, agents, employees, servants, independent contractors or subcontractors.

14. City shall not be liable for and Vendor agrees to indemnify City against any liability resulting from injury or illness, of any kind whatsoever, to Vendor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

15. Survival of Terms: Notwithstanding any other provision in the original government contract to the contrary, the indemnification provision as set forth in this Piggyback Contract shall survive the termination or expiration of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Entered this _____day of 2026.

CXT, INC.:

By: _____

Title: Commercial Operations MGR

Date: 1/21/2026

Attested by: _____

Name: Ali Cairns

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

_____

Sara Hedges, City Attorney

Exhibit A – Original Government Contract
Exhibit B – Scope of Work/Proposal
Exhibit C - Affidavit Regarding Use of Coercion for Labor or Services

EXHIBIT "A"

SOURCEWELL
AND
CXT, INC.

Docusign Envelope ID: 42F05703-B907-4499-80F1-E4419AF00B56

Sourcewell

MASTER AGREEMENT #052725
CATEGORY: Restroom and Shower Facilities Solutions
SUPPLIER: CXT Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CXT Inc., 606 N. Pines, Suite 202, Spokane Valley, WA 99206 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #052725 to Participating Entities. In Scope solutions include: Restroom and Shower Facility Solutions, including permanent, portable, trailer-mounted, or towable:
   a. Flush, waterless (vault), or compostable toilets and restrooms;
   b. Showers and changing rooms;
   c. Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
   d. Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
   e. Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	CXT Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Gary Burger 5464A28DD55E4E9...
By: _____	By: _____
Jeremy Schwartz	Gary Burger
Title: Chief Procurement Officer	Title: Director of Commercial Operations
Date: 7/7/2025 | 7:37 PM CDT	Date: 7/7/2025 | 2:26 PM CDT

RFP 052725 - Restroom and Shower Facility Solutions

Vendor Details

Company Name:	CXT Inc
Does your company conduct business under any other name? If yes, please state:	Texas
Address:	606 N Pines Rd Suite 202 Spokane Valley, WA 99206
Contact:	Gary Burger
Email:	gburger@lbfoster.com
Phone:	254-717-0912
Fax:	509-928-8270
HST#:	91-1498650

Submission Details

Created On:	Monday May 19, 2025 08:45:08
Submitted On:	Monday May 26, 2025 10:57:37
Submitted By:	Gary Burger
Email:	gburger@lbfoster.com
Transaction #:	c3310543-146d-40f2-9e5d-9f9ddf78ccb8
Submitter's IP Address:	147.243.178.145

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	CXT Incorporated
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0GA05 UEI: MLC1FHL356S9
5	Provide your NAICS code applicable to Solutions proposed.	332311
6	Proposer Physical Address:	606 N Pines Suite 202 Spokane Valley, WA 99206
7	Proposer website address (or addresses):	www.cxtinc.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Gary Burger Director of Commercial Operations
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gary Burger Director of Commercial Operations 606 N Pines Suite 202 Spokane Valley, WA 99206 gburger@lbfoster.com 254-717-0912
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gregg Zentarsky Sales Manager 606 N Pines Suite 202 Spokane Valley, WA 99206 gzentarsky@lbfoster.com 412-398-4286

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	L.B. Foster Company Lee B. Foster was only 20 years old when he founded the company in 1902 that bears his name. L.B. Foster Company has grown for more than a century to become a leader in the manufacture, fabrication and distribution of infrastructure products and materials. Foster began the company to service a transportation need he recognized while growing up around his father's oil business in Titusville, Pennsylvania. Lee saw that his father received many inquiries from mines, logging camps, and quarries about the availability of relay (used) train rail. Because no truck transportation existed at the time, permanent and temporary rail spurs were the only means for transporting heavy materials to and from jobsites near and far. New rail was costly, and Foster saw an opportunity to resell rail that had been retrieved from abandoned and replaced railroads and urban transit systems. To encourage the sale of used material, Lee Foster initiated a guarantee that set his firm apart from others and contributed greatly to his success: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction became a core company value and remains today at the forefront of the L.B. Foster customer service policy. In addition to transportation products, L.B. Foster Company began to focus on other infrastructure-related industries for new expansion. Today the company markets its products to businesses involved in transportation, construction, energy, utility, recreation, and agriculture. In 1999 the company acquired CXT Incorporated, a leading manufacturer of engineered concrete products for railroad and recreation markets. This acquisition positioned L.B. Foster to better serve customers with a comprehensive line of mainline, transit and industrial rail products. The purchase of CXT also expanded the company into the production of recreational and multi-purpose precast concrete buildings. CXT Incorporated CXT® was started in 1987 as a joint venture of Costain and Con-Force to build concrete railroad ties (CXT stands for concrete crossing ties) in the U.S. for the Burlington Northern railroad. The company was placed in Spokane, Washington due to its proximity to high quality aggregates, and both Burlington Northern and Union Pacific rail lines. In 1991 CXT management created an ESOP to buy the business from the two companies. CXT Concrete Buildings was started in July 1992 as CXT's third division, (the others were the Concrete Railroad Ties and the Paver and Segmental Retaining Wall Divisions). The initial order was for 11 single vault waterless restrooms with the Idaho Panhandle National Forest. In 1999, CXT was purchased by L.B. Foster Company and became a wholly owned subsidiary of L.B. Foster. In 2001, CXT expanded into its second 120,000 square foot manufacturing facility in Hillsboro Texas. The plant serves the southern and central U.S. In 2013 CXT was awarded its first Sourcewell contract. The contract has grown each year and expanded its sales in all markets. Many of our customers were first time Sourcewell users and we are proud that we helped expand the Sourcewell Cooperative contract purchasing membership. In 2014 L.B. Foster acquired Carr Concrete a leading manufacturer of engineered concrete products in the eastern U.S. Carr Concrete became a division of CXT. The acquisition positioned CXT to better serve customer in the eastern U.S. with a 130,000 sq.ft. of production based in Waverly, West Virginia. In 2019 The Spokane, Washington operations were moved to Nampa, Idaho. The new 79,000 square feet will centralize manufacturing to CXT's existing and prospective customer base. In 2020 L.B. Foster acquired LarKen Precast who manufactures standard and custom engineered precast concrete products. Larken is a well-known manufacturer in the Boise, Idaho area that distributes their products primarily for state and municipal wastewater, irrigation and electrical applications servicing the southwest and central Idaho, as well as eastern Oregon regions. LarKen Precast became a division of CXT. Our all concrete design withstands hurricanes, earthquakes, heavy snow loads and the worst that vandals can bring. The buildings come in a variety of styles to meet the needs of city, county, state, education, and federal customers. In the last 20+ years CXT has produced and shipped over 30,000 units nationally and internationally
12	What are your company's expectations in the event of an award?	CXT expects to continue to expand its sales using Sourcewell contract. CXT is a proud member and used our direct sales force to help promote the benefits of the cooperative purchasing approach for all products available on Sourcewell contract. At our current growth rate we expect Sourcewell to be 33% of our overall sales ($30M through Sourcewell) and if allowed to continue expect it to grow to 50% of our sales.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached financial statements for L.B. Foster Company (file 2024 Annual Report.pdf). L.B. Foster is a publicly traded company at FSTR on Nasdaq. CXT is a wholly owned subsidiary of LB Foster and falls under LB Foster Infrastructure group. CXT is a vital growth platform for the LB Foster company.
14	What is your US market share for the Solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We are 57% of sales done on Sourcewell and combined with our near 80% sales on federal vault buildings we suspect we have a 66% overall market share.
15	What is your Canadian market share for the Solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We have grown to $2M in sales in Canada.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Never bankruptcy.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CXT is a manufacturer with a sales force that sells directly to the end users. The sales force are employees of CXT. Each current sales employee has gone through Sourcewell University. This direct sales to end user model fits extremely well with the Sourcewell contract. The Sourcewell member deals directly with CXT and had no middle man in regards to sales, service, or warranty.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CXT holds General Contracting Licenses in 22 states and all CXT certified installers are General Contracting licensed in all states that they service. CXT has modular Manufacturing, Dealer, and Sales licenses in all states that require them under modular/industrial construction agencies including: (If a state is not listed it is not required) WA, OR, ID, CA, AZ, NV, CO, NM, TX, KS, ND, SD, MO, MN, IA, OH, MI, NY, MA, NH, VT, CT, ME, MD, RI, NJ, DE, PA, VA, NC, SC, KY, TN, AR, LA, AL, GA, FL
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	CXT Incorporated and the parent LB Foster Company have never been debared
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	All plants are ISO 9001, ISO 14001 and OSHA 18001 certified, NCMA certified and PCI certified.
21	What percentage of your sales are to the governmental sector in the past three years?	2022 - 95% 2023 - 93% 2024 - 92%
22	What percentage of your sales are to the education sector in the past three years?	2022 - 1% 2023 - 3% 2024 - 3%
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Contract - 2022, 2023, 2024 TIPS- $480,000, $970,000, $970,000 Missouri- $860,000, $1,300,000, $400,000 Oregon- $700,000, $660,000, $425,000 E&I- NA, NA, $0 UTAH- $1,000,000, $680,000, NA (contract ended)

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA 47QSWA23D009W 2022 - $4,800,000 2023 - $4,100,000 2024 - $5,200,000

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Gainesville GA Parks & Recreation	Brian Peters	678-776-2139 bpeters@gainesville.org
City of Portola CA	Todd Roberts	530-832-6803 troberts@cityofportola.com
City of Medina OH	Jansen Wehrley	330-721-6950 jwherley@medinaoh.org
Baldwin County Parks AL	Wanda Gautney	251-239-4300 wgautney@baldwincountyal.gov

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	CXT has seven dedicated outside sales managers. Each sales manager is responsible for sales, marketing, and sales service in their respective geographic region. In addition to the outside sales force, we employ three dedicated inside sales professionals, a logistics department, warranty department, engineering department and scheduling department. These departments, including sales, report to a Director of Commercial Operations. Each sales member has gone through Sourcewell training. The Sourcewell member is directly dealing with a CXT (employee) on all transactions.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	CXT does not utilize a dealer network. Sourcewell members get direct from the factory pricing.
28	Service force.	CXT has a comprehensive and formal service force to handle all our customers' needs post sale. To install our buildings properly, we use CXT certified, independently owned installation crews (eight national and one international). These crews are responsible for the installation, troubleshooting and immediate warranty work on all buildings placed. Each installation crew is trained by CXT via required on-site training sessions held once a year. In addition to our install crews, we utilize a toll-free number for service related questions, web based replacement parts ordering system and CXT employed and dedicated warranty department with three full time employees to handle any and all post sales needs or situations. Sourcewell members deal directly with CXT.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	All orders are managed, processed, and executed by CXT. Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire and Sourcewell member number) ; order processed at CXT (PO verified, drawings generated, questions generated to customer) ; drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CXT operates and manages a very comprehensive customer service program. This starts with the initial call for questions regarding our products and does not end. Since a majority of our customers are repeat customers, service is extremely important to our business. CXT's service program consists of handling our prospect or customers service needs quickly (within hours not days) and concisely. CXT accomplishes this by using our entire inside and outside sales staff, warranty department and CXT certified installation crews to answer, troubleshoot and fix any and all service related questions. We also utilize web-based videos and FAQ's on our website that give quick answers to everyday questions and issues our customers encounter on a daily basis.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	CXT has three plants nationwide, Nampa ID, Hillsboro TX, and Waverly WV that service the entire US while keeping the cost of delivery to a minimum. There are no geographical sites or market segments in the United States that we will not be servicing via the Sourcewell contract. CXT aggressively uses the Sourcewell contract now and makes every effort to have agencies buy off of it.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CXT plants can provide products into all of Canada. Right now, changing building code issues in Canada and tariff has made it difficult but we are still working on solutions for Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We sell in all US areas. We need better clarity on building code changes and tariffs but are working on solutions for Canada.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have full access to our solutions.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, if they are Sourcewell members.
37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Our pricing includes offloading and set up at site. The buildings are shipped ready to use. They must be offloaded from the delivery truck (included) and set on a pad foundation. Some buildings come in sections are attached together at site (included). This process is handled by CXT trained and authorized installers. The scheduling and logistics are handled by CXT and scheduled to meet the customers' requirements. All items are checked with a electronic check list and pictures of the finished unit are taken and included in our QC data base. Every building built has a picture record from initial start of production to finish sign off.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CXT utilizes a direct to member sales strategy. Our direct sales approach allows the members to deal exclusively with CXT. This also allows us to lead every contact with Sourcewell contract information. Each piece of literature, our web site, even email will identify Sourcewell by use of logo, and contract number. Each sales call (150+ per month) will discuss the advantage of Sourcewell and cooperative purchasing. All trade shows (30+ per year) will have Sourcewell banners and membership information. All advertising will have Sourcewell logo and contract information. CXT will continue to drive every order toward usage of the Sourcewell contract and deliver the message of the advantages that using Sourcewell offers.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CXT uses our Lead Forensics on our web site www.cxtinc.com to generate and track lists of possible customers and tailor that list to drill down what exactly our customers are looking for. CXT uses broadcast email that contain the Sourcewell logo and contract information to generate leads and interest. Our web site allows members to easily download drawings, specifications and request a quote for a unit. CXT uses Google AdWords to generate top search and optimizes it search through meta tags. CXT uploads pictures of tradeshows, install etc on Linked IN, Facebook, and Instagram.
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our opinion, Sourcewells main role is maintaining their sterling reputation and customer service in managing their contracts. It is an added bonus that they promote the contract at the trade shows that we attended. Sourcewell has been a great partner in our marketing. CXT uses Sourcewell logo and contract information in all marketing. This has attracted members to contact CXT for information. Our Sourcewell contract manager has done an excellent job talking potential customers through the Sourcewell process and how cooperative purchasing works and can benefit them. The Sourcewell web site does a great job explaining the process to potential customers. Sourcewell member list is used by our sales force to cross reference current members with prospects that we are working with. If they are not a member, we show them how easy it is to become a member and how easy it is to contact Sourcewell for more information. Every call made starts with a check on membership and even if they are not a member, we discuss how our buildings are available on Sourcewell and how easy it is to buy off of the contract.
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CXT utilizes an E-procurement ordering process now for our parts and is creating a configurator for our web site that will build out and provide a drawing of the building they are looking for. We discuss yearly, the possibility of an E-procurement program for ordering our buildings, but with all the possible components that go into one of our buildings and the large dollar component to buying a building, it requires a lot of back and forth with the customer to get exactly what they are looking for, and our customers still need a quote and have to generate a PO for purchasing a unit. The Sourcewell contract has made purchasing easy, so with our product, we do not feel that the customer would benefit greatly from E-procurement at this time, but we continue to evaluate it.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	CXT offers free training for our Sourcewell customers, and we do it using several different avenues. First, we use our web site as a first line of product training. On our site, we offer all of our standard building cut sheets, drawings and specifications for reference, tutorial videos to see installation of our products, worksheets to determine trucking requirements, troubleshooting videos for common problems and maintenance manuals both online and delivered with each building. CXT offers onsite training for our customers to go over our product line, project needs and building maintenance suggestions at no charge. Customers are followed up with a survey after delivery to determine their overall satisfaction. 90% of our orders are from returning customers and having Sourcewell makes that the return buying easier.
43	Describe any technological advances that your proposed Solutions offer.	CXT is the leader in the concrete building market which is due in large part to our continuing success in using technological advances in the manufacturing process of our buildings. Over the last 30 years, we have honed our skill at manufacturing the highest quality product on the market. Just a few of the ways we have accomplished this is the addition of LED lighting on the interior and exterior of all buildings as a standard for all Sourcewell customers. All plumbing fixtures are the latest in low flow high efficiency flushing. We have also evolved many of our offerings floor plans to meet the ever-changing market place and too meet ADA and gender specific requirements. Our latest innovation is electronic programmable locks that can be remotely accessed to open and monitor room access for safety and security.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	CXT has continued to provide the "greenest" building on the market. Our product uses the latest in lighting, plumbing and materials. The buildings provide LEED credits for our customers' projects allowing them to meet top energy, water, and efficiency standards. The very nature of our all-concrete design means that there will be not a need to replace roofing or siding since the walls and roof are all concrete panels reducing the impact on the environment.
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All of our fixtures are the latest in low water volume, and minimum electrical use on the market that meets building codes. The building provides LEED credits for projects looking to achieve LEED status.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At CXT there are many ways that separate our business from our competitions starting with our indoor assembly line manufacturing process to the buildings themselves using all concrete designs that will not rot, rust, warp or burn. Although these and many of the attributes discussed earlier give our product the edge in the marketplace, CXT's major difference from the competition is our commitment to the product and the staff. CXT makes concrete buildings at our three manufacturing facilities located in Nampa ID, Hillsboro TX, and Waverly WV. Reducing the cost of delivery and speeding the process of order fulfillment. This commitment to scale and the people who work to keep the plants running are what separate us from the rest. CXT has provided Sourcewell members the highest quality buildings and service for the last four years and hope to continue to provide this to Sourcewell members in the future.
47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	All of our designs are required to meet ADA in order to obtain permits from the agencies that buy them. CXT ensures that all of the buildings sold to the local agencies meet all local codes including any and all unique accessibility requirements. Every building we ship meets ADA.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	CXT is a wholly owned subsidiary of LB Foster Co. Unfortunately, we do not qualify for any small business, women or minority owned designations. CXT does utilize as many small and disadvantaged businesses as possible for its vendor program. Over 60% of our companies spend is directed to SBE's and all certified installers are SBE's with Veteran owned, and Women owned. CXT has an approved subcontracting plan with the SBA that shows our commitment in this area. See CXT Commercial Plan FY 25.
49		Minority Business Enterprise (MBE)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from MBE's. See subcontracting plan attachment.
50		Women Business Enterprise (WBE)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from WBE's. See subcontracting plan attachment.
51		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from DOBE's. See subcontracting plan attachment.
52		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from VBE's. See subcontracting plan attachment.
53		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from SDVOB's. See subcontracting plan attachment.
54		Small Business Enterprise (SBE)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from SBE's. See subcontracting plan attachment.
55		Small Disadvantaged Business (SDB)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from SDB's. See subcontracting plan attachment.
56		Women-Owned Small Business (WOSB)	○ Yes ◉ No	As part of our SBA contracting plan, we have committed to buy from WOSB's. See subcontracting plan attachment.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Net 30 days after submission of the invoice to the purchaser on approved credit. Wire transfer and check.
58	Describe any leasing or financing options available for use by educational or governmental entities.	We offer a leasing solution through NCL Government Capital.
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Order process: Order documents received (signed quote or PO with member number, building worksheet, install questionnaire). Order processed at CXT (PO verified, drawings generated, questions generated to customer) ; drawings completed by CXT and returned to customer for approval; Customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, for Parts. Not yet on building orders. Working on a clear and fair way to handle credit card fees.

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell members receive a 10% discount off of buildings on our standard commercial price list. This is our best priced offered. Our price on our Sourcewell work sheets are the discounted price for members. See file Price Sheets CXT Sourcewell Price Sheets 2025 zip. When the sheets are opened in Adobe, pricing of the building and all options are easily clicked on and added up on our price sheets. The sheets are sent to members with the freight and any optional items requested. The pricing includes the offloading and set-up at site. Members have a place to add their member number and an estimated lease rate from NCL is shown. Open market items are also listed in a separate area, along with freight for complete cost clarity. The agency can check the price listed with Sourcewell for complete transparency.
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	The price includes offloading and set-up. A line item for connection at site is included and is a firm fixed price. Any pad/foundation work is priced as a custom item and a scope and price are listed separately.
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CXT is offering a 10% discount off of buildings on our Commercial building price list. It represents our best discount offered. The pricing is the same that is currently offered.
64	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcewell discount is the best offered. CXT will negotiate with Members on large orders on a case-by-case basis.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our price sheets identify all "open market" custom option items requested by the member. They will be priced at cost plus 30% for Members. Standard nonmember pricing is cost plus 40%.
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Cost of any PE stamped drawings and state inspection fee's that are required will be added as a line item on all price sheets for complete clarity. All required taxes are not included. All building prices include the offload and setting of the building at site.
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB plant pre-paid and add. A line item is included on all Sourcewell price sheets for complete clarity. All building prices include the offload and setting of the building at site.
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense and multiple offloading and loading on to different transportation methods. All shipping is shown on the price sheets for complete transparency.
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All building pricing includes the cost of the crane to offload and set the building at site for Sourcewell members.
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All entities orders are checked to insure that they are Members prior to price offer. If not the entities are asked to join. All orders are checked to insure that the ordering entity is a member and has provided Sourcewell Membership details. CXT has designated Sourcewell price sheets that must come in on all Sourcewell orders. From there, all orders then follow our ISO 9001 process to insure they are tracked and entered with the membership information. All membership information is part of the entities account information and segregated in our system and tracked. Every quarter a report is pulled of the invoiced orders that are tracked and sent to Sourcewell.
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sourcewell orders are measured as a percentage of total sales each month/QTR and year, with a current goal to meet 33% of all sales running though Sourcewell.

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%. Equal to our current fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	It is the best available price off of our Commercial price list

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	CXT offers a full line of precast concrete restroom, shower, concession, and utility buildings. The units come in multiple sizes and designs that offer the users a low cost, easy to maintain building, that ships ready to use and installs in hours not days. Our buildings include all concrete designs and withstand hurricanes, floods, earthquakes, and the extremes of vandals. The buildings meet all codes, including ADA, and current electric and plumbing codes. Included on the Sourcewell pricing are 6 waterless vault style, 9 flush style, 4 shower units, 4 concession units, and 2 utility units. We also offer customizable units that allows members to mix and match different floor plans and put them together as a complete unit, giving them the flexibility to have showers, restrooms, concession, muti-purpose units (locker rooms, offices, and storage) all mated into one unit. See attached price sheets for a description of each unit offered.
75	What levels of service (material only, turnkey, other) are being proposed?	Buildings are delivered ready to use and even include the toilet paper. The Sourcewell price includes a "plug and play" building that is offloaded and set at site. Mutli-section buildings are pulled together with tensioning cables and made complete ready to use. On Sourcewell we offer connection to site utilities as a line-item choice.
76	Does the response include installation services?	Yes, Installation is included in the price of each building.
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	CXT contracts the crane and has certified dedicated crews that perform the work. When ordered the Sourcewell member is asked for a date they would like to see the building delivered. From there, we work to produce, ship, and offload to meet that schedule. Roughly 2-4 weeks prior to the date of delivery, CXT confirms the site/member is ready to receive the building. A specific date and time are set for the delivery of the building, and the trucking, crane, and installation crew are scheduled. On the date scheduled the crew offloads and sets the building on the customer site. Once set, the crew will ensure that all items are complete, and the building is ready to use. At that point the crew have a walk through with the member representative and a signoff is required. Sourcewell members have a line-item option of having CXT connect to site utilities', or perform that themselves on the flush, shower and concession room buildings. CXT can also perform the site pad and stub up work on these types of buildings for members. That is an "Open market" item that is transparently priced on our price sheets and included in our administration fee calculation. On vault restroom buildings, Sourcewell members have the line item of CXT doing the earthwork - digging, backfilling, compacting the hole for the vaults of the vault restrooms. The goal is to have a building set and ready to use in a very short period of time to help eliminate extensive site supervision time by the member. Also to give the member whatever level of service they need to get the building in to meet their budgets. Depending on size of the building, typically CXT can have the building ready to use in as little as 4 hours, and no longer than 3 days on large multi-section customizable units.
78	How does the Participating Entity select an installer?	We have nine CXT certified installer based regionally around the country. The customer does not have to select. CXT organizes the delivery trucks, and crane along with our certified crew to be at site at the customer specified time.
79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	CXT installers are required to spend two days a year at our plants for training and certification. They also must have a safety plan and COI on file with CXT. All are also licensed General Contractors.
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	CXT handles the installation as part of the contract.
81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	CXT has all concrete construction. The building cannot rot, rust, burn down, and insects can't eat it. Siding and roofing will never need to be replaced. The walls and roof are cast in textured to match a wide option of simulated textures, including wood, block, brick and stone and give the appearance the member is looking for without the worry of replacing exterior finishes. All plumbing fixtures are wall mounted, and valve and pipes are placed in chase area, not exposed to the public to keep them from being broken/vandalized. Stainless steel fixtures are available as an option for plumbing. And interior LED lights come with a lifetime warranty protection from vandalism. Every design CXT has is designed for durability, vandal resistance and low maintenance by the member. All of our buildings come with an anti-graffiti coating for ease of maintenance. We also offer a higher-grade anti-graffiti coating with a 5-year warranty.

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Flush, waterless (vault), or compostable toilets and restrooms	(•) Yes ( ) No	10 models of Flush restrooms plus fully customizable units that allows for infinite variations of floor plans. 6 vault restrooms. All units meet all codes.
83	Showers and changing rooms	(•) Yes ( ) No	4 shower units plus fully customizable units that allows for infinite variation to floor plan.
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	(•) Yes ( ) No	10 units plus fully customizable unit that allows for infinite variation to floor plans
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	(•) Yes ( ) No	Full line of Parts and accessories, plus the ability to pick unique fixtures to meet Member's needs.
86	Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	(•) Yes ( ) No	Design services are all inclusive to the building price. Site assessment is included in price. Delivery is a transparent line item on the quote and is arranged by CXT.

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - CXT Sourcewell Price Sheets 2025.zip - Monday May 26, 2025 09:44:45
- Financial Strength and Stability - 2024 Annual Report - Final pdf.pdf - Thursday May 22, 2025 14:56:45
- Marketing Plan/Samples - CXT-Marketing.zip - Monday May 26, 2025 09:45:19
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Order Documents 2025.pdf - Thursday May 22, 2025 14:57:37
- Requested Exceptions (optional)
- Upload Additional Document - CXT Commercial Plan FY 25 12.20.docx - Monday May 26, 2025 10:48:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gary Burger, Director of Commercial Operations, CXT Incorporated

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	☑	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	☑	1

EXHIBIT "B"

SCOPE OF WORK/PROPOSAL

ORDERING INFORMATION

Sourcewell
Awarded Contract
Contract # 052725-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

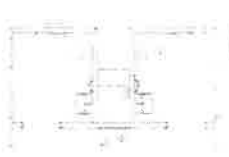
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DENALI — 10' 3" x 17' 2"

Denali with chase has two single user fully accessible flush restrooms. Standard features include simulated board and batt upper and Napa Valley rock lower textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 86,553.00

Optional Sections

Restroom* $86,553 Qty: = $0.00

Family Assist Shower/Restroom Combo* $97,020 Qty: = $0.00

Concession* $95,922 Qty: = $0.00

Shower* $100,305 Qty: = $0.00

Multipurpose Room $82,764 Qty: = $0.00

Includes 4-gallon water heater.

Total for Optional Sections $ 0.00

Added Cost Options		Price per Unit	Click to select	
Final Connection to Utilities (per section)		$ 7,000.00	☑	7,000.00
Custom Wall Texture (per section)		$ 8,500.00	☐	0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 6,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 2,500.00	☑	5,000.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,750.00	☑	3,500.00
Electric Hand Dryer (each)	Qty: 2	$ 1,000.00	☑	2,000.00
Electronic Flush Valve (each)	Qty: 2	$ 1,500.00	☑	3,000.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☑	700.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 1	$ 150.00	☑	150.00
Baby Changing Table (each)	Qty:	$ 1,100.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 1,800.00	☐	0.00
Marine Package *(excluding fiberglass doors, frames and front window frames)* (per section)		$ 4,500.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 6,500.00	☑	6,500.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty:	$ 8,500.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 5,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 850.00	☑	1,700.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 5,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 2,500.00	☑	5,000.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	$ 1,200.00	☐	0.00
		Total for Added Cost Options:		$ 34,550.00

Custom Options:	$
Engineering and State Fees:	$ 8,500.00
Estimated One-Way Transportation Costs to Site (quote):	$ 17,206.91
Estimated Tax:	$
Total Cost per Unit Placed at Job Site:	$ 146,809.91

Sourcewell Awarded Contract

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Signer's Name
(please tpe or print)

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose	____ Berry Mauve	____ Buckskin	____ Cappuccino Cream
____ Charcoal Gray	____ Cocoa Milk	____ Evergreen	____ Georgia Brick
____ Golden Beige	____ Granite Rock	____ Hunter Green	____ Java Brown
____ Liberty Tan	____ Malibu Taupe	____ Mocha Caramel	____ Natural Honey
____ Nuss Brown	____ Oatmeal Buff	____ Pueblo Gold	____ Raven Black
____ Rich Earth	____ Rosewood	____ Sage Green	____ Salsa Red
____ Sand Beige	____ Sun Bronze	____ Toasted Almond	____ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Use an X to mark options.

Rock Color

____ Basalt ____ Mountain Blend ____ Natural Gray ____ Romana

Roof Texture ***(*If option is not available verify optional roof texture option is selected on previous page.)***

____ Ribbed Metal* X Cedar Shake

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
(*If option is not available verify custom wall texture option is selected on previous page.)

____ Split Face Block* ____ Horizontal Lap* T Board & Batt* ____ Stucco*

____ Brick* ____ Distressed Wood*# ____ Barnwood

Rock Wall Texture *(bottom texture only)*
(*If option is not available verify custom wall option is selected on previous page.)

B Napa Valley ____ River Rock* ____ Flagstone* ____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☐ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☐ Men ☐ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

Notes:

CXT
800.696.5766
cxtinc.com

EXHIBIT "C"
CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

Vendor name: CXT Incorporated

Authorized Representative's Name and Title: Brian Hall Commercial Operations MGR

Address: 606 N Pines Rd. Suite 202

City: Spokane Valley State: WA Zip Code: 99216

Phone Number: 509-892-3218 Email Address: bhall@16foster.com

Section 787.06(14), 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: _____ Brian Hall Commercial Operations MGR 1/21/2026

Authorized Signature | Printed Name and Title | Date

STATE OF Washington
COUNTY OF Spokane

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 21 day of January, 20 26 by Brian Hall, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Ali Cairns

My Commission Expires: November 16, 2026

ALI CAIRNS
NOTARY PUBLIC #175129
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 16, 2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MARSHA COMMOND, SPECIAL PROJECTS COORDINATOR - PUBLIC WORKS, PUBLIC WORKS, DIRECTORS OFFICE

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CDBG COACH FENN PARK IMPROVEMENT PROJECT PIGGYBACK CONTRACT - CXT, INC.

CAO RLS#: 26-02

DATE: JANUARY 15, 2026

I have reviewed the above Request for Legal Services (RLS) related to the contract between the City of Fort Pierce and CXT, Inc., which piggybacks on Sourcewell's cooperative purchase contract for restroom and shower facility solutions as part of the city's CDBG project. Please note the following comments:

1. A redlined version reflects: 1.) a change in the term period to coincide with the end date for this project based on the CDBG funding timeline; 2.) standard contract language for city agreements; 3.) correction of the Exhibit A title to replace "City of Fort Lauderdale" with "Sourcewell"; and 4.) incorporation of the Affidavit Regarding Use of Coercion as Exhibit C.
2. A clean version of the Piggyback Contract has been uploaded to the RLS which the Department can use as a template for future agenda items.
3. The Department should confirm who in the Finance Department should be point of contact responsible for receiving notices and invoices on behalf of the city and insert that individual's email address in the contract (See the Note in the contract).
4. Based on the comments above, **the Piggyback Contract is approved as to form and correctness**.
5. Reminder: The Department should place the Piggyback Contract on the Commission Consent Agenda for review and approval *prior* to execution. *The Contractor, however, should sign the Agreement prior to being placed on the Agenda.*

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. O.**

Meeting Date: 02/02/2026

Re: Acceptance of Regional Resilience Plan Final Report and the Resilience Vulnerability Assessment final report

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Acceptance of Final St. Lucie County Regional Resilience Plan report (RRP) and Resilience Vulnerability Assessment-Other Hazards (RVA-OH).

SUMMARY:

The St. Lucie County Regional Resilience Plan (RRP) and Resilience Vulnerability Assessment – Other Hazards (RVA-OH) were provided to the Fort Pierce City Commission at the at the December 8, 2025 Day Meeting, to allow for review and input prior to finalization. In addition, the Draft RRP and RVA-OH were presented to the St. Lucie County, City of Port St. Lucie and Town of St. Lucie Village Boards in December 2025.

The attached Final Regional Resilience Plan (RRP) corrects minor typographical and formatting errors, as well as specific modifications to:
· Front Cover: changed from ‘Draft’ to ‘Final’ and date updated to January 2026
· Section 10.0: updates to Benefit-Cost Analysis summary paragraph
· Appendix F: added Benefit-Cost Analysis on Select SLC Conservation Sites

The attached Final Resilience Vulnerability Assessment (RVA) report corrects minor typographical and formatting errors, as well as specific modifications to:
· Front Cover: changed from ‘Draft’ to ‘Final’ and date updated to January 2026
· Section 2.3: minor changes and updated numbers to stakeholder engagement paragraph

As background, in 2022, St. Lucie County was awarded a CDBG-Mitigation grant in the amount of $600,000 and entered into an agreement with the Florida Department of Commerce (Commerce) to develop a community-wide St. Lucie County Regional Resilience Plan. The initiative included conducting an in-depth Resilience Vulnerability Assessment (RVA) looking at various hazards to identify local risks and inform potential mitigation and adaptation strategy recommendations as part of the RRP.

The planning process included extensive community engagement and regular meetings of the St. Lucie Resilience Steering Committee, which played a vital role in shaping the RRP and RVA. The Steering Committee represented various St. Lucie County, Port St. Lucie, Fort Pierce and St. Lucie Village departments, as well as other local and regional agencies.

The Regional Resilience Plan represents the first step in developing a comprehensive and collaborative approach to adapt to and mitigate the effects of extreme and disruptive natural events. Acceptance of the RRP positions the county and municipalities to be eligible for state and federal grant funding to support resilience initiatives. Acceptance of the RRP does not constitute adoption of specific policies or actions recommended in the plan, but rather an

agreement to consider recommendations as another tool for future planning and decision-making toward creating a sustainable and resilient community.

RECOMMENDATION:

Requesting acceptance of the Final St. Lucie County Regional Resilience Plan report (RRP) and Resilience Vulnerability Assessment-Other Hazards (RVA-OH).

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas,CBO, CFM, Director of Building

COORDINATED WITH:

Paul Thomas, CBO, CFM, Director of Building

Fiscal Impact

OTHER INFORMATION:

No Fiscal impact

Attachments

Agenda request Resilience Plan Final Report

St Lucie County Resilience

TO:	**City of Fort Pierce Commission**
FROM:	Sandra Bogan, St. Lucie County Resilience Navigator
SUBJECT:	**Acceptance of Final St. Lucie County Regional Resilience Plan and Resilience Vulnerability Assessment-Other Hazards**

BACKGROUND:

The St. Lucie County Regional Resilience Plan (RRP) and Resilience Vulnerability Assessment – Other Hazards (RVA-OH) were provided to the Fort Pierce City Commission at the at the December 8, 2025 Day Meeting, to allow for review and input prior to finalization. In addition, the Draft RRP and RVA-OH were presented to the St. Lucie County, City of Port St. Lucie and Town of St. Lucie Village Boards in December 2025.

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COMMISSION RECOMMENDATION:

Requesting acceptance of the Final St. Lucie County Regional Resilience Plan report (RRP) and Resilience Vulnerability Assessment-Other Hazards (RVA-OH).

St. Lucie County
Resilience Vulnerability Assessment
Phase II – Other Hazards (RVA-OH)
Final Report



resilient ST. LUCIE
ST. LUCIE COUNTY • PORT ST. LUCIE • FORT PIERCE • ST. LUCIE VILLAGE

This project was funded in part by the
Florida Department of Commerce through a
U.S. Department of Housing and Urban Development
Community Development Block Grant -Mitigation

TETRA TECH

January 2026

ACKNOWLEDGEMENTS

The Project Team would like to thank the following individuals for serving on the St. Lucie Community Resilience Steering Committee and providing their input and expertise in this Resilience Vulnerability Assessment Report:

ST. LUCIE COMMUNITY RESILIENCE STEERING COMMITTEE (current and past)

St. Lucie County

Benjamin Balcer, SLC Planning

Paulette Bell, SLC Utilities

Patrick Dayan, SLC Public Works

Chris Lestrange, SLC Public Works

Nick Linehan, SLC Public Works

Michael Manning, SLC Innovation, Resilience & Performance

Jennifer McGee, SLC Environmental Resources

Rebecca Olson, SLC Solid Waste & Utilities

Joshua Revord, SLC Port, Inlet & Beaches

City of Fort Pierce

Jack Andrews, FP Engineering

Venetia Barnes, FP Engineering/Stormwater

Shaun Coss, FP Building Dept.

Kev Freeman, FP Planning

Paul Thomas, FP Building Dept.

Public Safety & Emergency Operations

Oscar Hance, SLC Public Safety

Sonji Hawkins, SLC Public Safety

Shane Ratliff, PSL Emergency Management

Billy Weinshank, PSL Emergency Management

City of Port St. Lucie

Marissa Da Breo-Latchman, PSL Planning

John Eason, PSL Utilities

Bret Kaiser, PSL Public Works

Teresa Lamar-Sarno, PSL Planning

Peter May, PSL Public Works

Kevin Matyjaszek, PSL Utilities

Kate Parmelee, PSL Strategic Initiatives

Colt Schwerdt, PSL Public Works

St. Lucie Village

Carl Peterson, SLV Building Official/Floodplain Manager

William Thiess, SLV Mayor

Agencies

Peter Buchwald, St. Lucie Transportation Planning Organization

Yi Ding, St. Lucie Transportation Planning Organization

Stefanie Myers, Florida Health Dept-SLC

Laurie Owens, Florida Health Dept-SLC

Terry Ann Paulo, Treasure Coast Regional Planning Council

Marty Sanders, St. Lucie School District

Jessica Seymour, Treasure Coast Regional Planning Council

Rachel Tennant, Fort Pierce Utilities Authority

Peter Tesch, SLC Economic Development Council

Stephanie Torres, St. Lucie Transportation Planning Organization

WITH SPECIAL GRATITUDE

To the residents, businesses, organizations and leaders of
St. Lucie County, Port St. Lucie, Fort Pierce, and St. Lucie Village

This work was funded, in part, through a Community Development Block Grant-Mitigation (CDBG-Mit) program agreement (#MT-031) with the Florida Department of Commerce. The CDBG-Mit grant provided $600,000 or 75% of total project cost.

PROJECT CONSULTANT TEAM

Tetra Tech, Inc.

Erin L. Deady, P.A.

Clearview Geographic, LLC

The Balmoral Group, LLC

Lori Lehr, Inc.

Search, Inc.

HDR, Inc.

The Firefly Group, LLC

EXECUTIVE SUMMARY

Community resilience refers to the ability of governments, individuals, organizations, institutions, and businesses to anticipate, respond to, endure, and recover from both immediate and prolonged pressures stemming from natural hazards, like hurricanes, flooding and extreme heat events.

St. Lucie County (SLC), the City of Port St. Lucie (PSL), the City of Fort Pierce (FP) and St. Lucie Village (SLV) joined together to take a collaborative approach toward short- and long-term resilience planning, beginning with the development of comprehensive Resilience Vulnerability Assessments (RVA). Phase I of the RVAs, completed in June 2025, focused on flooding hazards (RVA-Flood). This assessment, Phase II, focuses on 'Other Hazards' (RVA-OH), including coastal erosion, extreme heat, drought, wind, wildfires, storm surge, inland flooding, and sea level rise (SLR).

Together, the RVAs represent a foundational step in developing a community-wide resilience plan, by taking a local, data-driven approach to evaluate the vulnerability of community-wide assets to various natural hazards. The forthcoming Regional Resilience Plan (RRP) will build from the work completed in the RVAs and will identify strategies that can be implemented to ensure a resilient future for the region.

SLC and the municipalities have a long history of collaborating to address a wide range of issues and implement initiatives that promote sustainability and resilience. From the acquisition and restoration of natural areas to the development of stormwater storage and conveyance systems, septic-to-sewer projects, water quality improvement efforts, and disaster preparedness, the St. Lucie community is well-positioned to continue to enhance its resilience to future threats.

Like many communities in Florida, SLC faces significant challenges from a rapidly growing population, loss of green space, and increasing impacts from natural hazards, including coastal erosion and flooding from SLR, extreme rainfall events and storms. For example, recent record rainfall events from Hurricanes Ian (2022) and Milton (2024) have highlighted vulnerabilities to flooding throughout much of SLC. In addition, marsh systems create a dynamic buffer attenuating impacts of SLR, while mangrove forests excel at stabilizing shorelines against erosion. This has led to a focus on more integrated stormwater management, wetlands and ecosystem protection, and low-impact development practices, all of which provide opportunities to build greater resilience.

The modeling results and analyses developed in this report are intended to help SLC better understand some of the challenges it faces, while at the same time helping the community and decision-makers identify key opportunities for moving forward toward a more resilient future.

This RVA and RRP together represent a critical initiative funded by the Florida Department of Commerce Community Development Block Grant Mitigation Program, through the U.S. Department of Housing and Urban Development. The project aims to address hazards and disaster risks throughout the County, aligning with Federal Emergency Management Agency (FEMA) community lifelines. The RVA scope represents a comprehensive approach to identifying hazards, evaluating vulnerabilities, and identifying potential mitigation opportunities.

The RVA includes a systematic process to identify the potential vulnerabilities of the community to adverse impacts from hazards. It incorporates scientific data from multiple federal, state, and local sources, as well as input from residents and organizations. Data collection for the project was extensive, incorporating public assets, networks, and essential systems crucial for the well-being of the community. Critical county, municipal and regionally significant assets were evaluated in four categories: Transportation and Evacuation Routes; Critical Infrastructure; Community and Emergency Facilities; and Natural, Cultural, and Historic Resources.

To identify the most impacted geographic areas and vulnerable assets throughout the County and municipalities, the RVA analyzed present day and future scenarios for the years 2040 and 2070, based on best-available science and data, including geographic information system (GIS) database details, modeling and mapping, and critical asset evaluation. Findings from this RVA will form the foundation for a SLC RRP addressing actions to increase the County's and the municipalities' adaptive capacity to chronic and acute stressors; prioritize needs of the community; identify funding sources; and provide guidance on proactive responses to potential risks and impacts. The RVA and subsequent RRP will ultimately provide the data, vulnerability analysis, strategic planning, adaptation evaluation, and community engagement, to create a more resilient and sustainable future for the County and municipalities.

SLC's diverse natural and coastal ecosystems, including forests, wetlands, mangroves, and beaches, play a critical role in environmental resilience, offering storm protection, water filtration, and habitat for wildlife. However, these systems face growing threats from sea level rise, extreme weather, and rapid development. Using the Sea Level Affecting Marshes Model (SLAMM), this analysis (Part II) evaluates how coastal habitats may shift over time, identifies vulnerable areas, and explores conservation and adaptation strategies to enhance long-term resilience. It emphasizes the importance of open space preservation, green infrastructure, and integrated planning to mitigate flood risks and safeguard ecosystem services. The analysis provides actionable insights for decision-makers, planners, and environmental managers, highlighting the urgent need for proactive measures and flexible strategies to protect communities and natural resources.

Public stakeholders and steering committee members played a vital role in shaping the RVA by providing essential input and feedback. More than two dozen meetings or workshops were held to provide information on resilience planning and the development of the RVA, eliciting input from 11 different groups from neighborhood associations and non-profit organizations to government and agency boards and committees. SLC and the municipalities established a resilience steering committee of key collaborators, comprising representatives from diverse backgrounds. The resilience steering committee assisted in shaping the resilience project by reviewing goals, offering input on study direction, identifying geographic context, guiding modeling methodologies, pinpointing available data and resources, providing specific asset information, and reviewing project findings. The steering committee represented various St. Lucie County, Port St. Lucie, Fort Pierce and St. Lucie Village departments including Planning & Development Services, Public Works, Utilities & Solid Waste, Engineering, Emergency Operations, and Environmental Resources. The resilience steering committee was also comprised of various member agencies, including representatives from SLC Florida

Department of Health, SLC School District, SLC Economic Development Council, St. Lucie Transportation Planning Organization, and the Treasure Coast Regional Planning Council.

The modeling results and analyses developed in this report are intended to help SLC and its municipalities better understand some of the challenges it faces, while at the same time helping the community and decision-makers identify key opportunities for moving forward toward a more resilient future. It's an important step in developing a comprehensive approach to adapt to and mitigate the effects of chronic and acute natural hazards, recognizing that identifying and addressing vulnerabilities, especially those related to critical assets, before they fail is the most fiscally responsible strategy approach to long-term resilience. By adopting a forward-thinking philosophy, the County and municipalities foster a sense of ownership and shared responsibility for addressing risks, while enhancing preparedness and responsiveness.

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Acronyms and Abbreviations

°F	degrees Fahrenheit
AMS	Annual Maximum Series
ATSDR	Agency for Toxic Substances and Disease Registry
CDBG-MIT	Community Development Block Grant Mitigation
CDC	Center for Disease Control
CLIP	Critical Lands and Waters Identification Project
County	St. Lucie County
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FP	Fort Pierce
F.S.	Florida Statute
GIS	geographic information system
gSSURGO	Gridded Soil Survey Geographic Database
HEC-RAS	Hydrologic Engineering Center's River Analysis System
HUD	U.S. Department of Housing and Urban Development
LAI	Location Affordability Index
Municipalities	Port Saint Lucie, Fort Pierce, and Saint Lucie Village
MRP	mean return period
NCEI	National Centers for Environmental Information
NIH	NOAA intermediate-high (sea level rise projection)
NIL	NOAA intermediate-low (sea level rise projection)
NOAA	National Oceanic and Atmospheric Administration
PDS	partial duration series
PSL	Port St Lucie
RRP	Regional Resilience Plan
RVA	Resilience Vulnerability Assessment
RVA-OH	Resilience Vulnerability Assessment – Other Hazards
SFWMD	South Florida Water Management District
SLAMM	Sea Level Affecting Marshes Model
SLC	St. Lucie County
SLOSH	Sea, Lake, and Overland Surges from Hurricanes
SLR	Sea Level Rise
SLV	St. Lucie Village
T&E	threatened and endangered species
WUI	Wildland Urban Interface

Glossary

Adaptation: The process of adjustment to actual or expected threats and impacts, in order to moderate harm or exploit beneficial opportunities. Adaptive capacity is the ability to make these adjustments based on feedback loops.

Assets: People, resources, ecosystems, infrastructure, and the services they provide. Assets are the tangible and intangible items that St. Lucie County residents and communities value.

Bathtub Method/Model: A methodology that calculates and/or models the addition of water on the landscape to determine existing and future risks to flooding. The bathtub model looks at water on the land based on topography without regard to current or future stormwater infrastructure nor underground hydrology dynamics.

Critical Assets/Infrastructure: Public assets, networks, and essential systems crucial for the well-being of St Lucie County and the municipalities. Disruption or damage to critical infrastructure would lead to negative community, environmental, and/or economic consequences.

Days of Tidal Flooding: The number of days that the water level exceeds mean higher high water at (in this study) the Virginia Key Tide Gauge, when that water level is adjusted for sea level rise.

Exposure: The presence of people, assets, and ecosystems in places where they could be adversely affected by hazards.

Flood Mitigation: Structural changes to reduce the frequency and severity of flood damages.

Hazard: An event or condition that may cause injury, illness, or death to people or damage to assets or otherwise impede their normal function.

Hazard Mitigation: When used by the Federal Emergency Management Agency (FEMA), the actions taken to reduce loss of life and property by lessening the impact of near future disasters.

Hazus: A GIS-based software tool that applies engineering and scientific risk calculations to provide defensible damage and loss estimates.

Impacts (negative impacts in this discussion): Effects on natural and human systems that result from hazards. Evaluating potential impacts is a critical step in assessing vulnerability.

Infrastructure: Fundamental physical and organizational structures (man-man and natural) and facilities necessary for the functionality of a community.

Likelihood: The probability of an asset being impacted by a hazard based on its geographical position.

Mitigation: A human intervention to reduce impacts from current or future impacts.

Mean Return Period: The average amount of time expected between occurrences of a specific event, such as a hurricane or flood, based on historical data and probability.

Nature-based Solutions: Efforts to safeguard, sustainably manage, and restore or augment natural or altered ecosystems as an effective way to reduce the risks posed by natural hazards, such as

flooding, extreme heat, and coastal erosion. Nature-based solutions can provide effective mitigation, while simultaneously enhancing human well-being and biodiversity.

Planning Horizon: The projected conditions at a future date, in this study the planning horizons are 2040 and 2070.

Projections: Potential future conditions simulated by complex computer-based models of the earth's systems. Projections are based on potential scenarios and various factors under different assumptions about natural processes and human activity and are crucial for informing adaptation and mitigation strategies, as well as community preparedness.

Regionally Significant Assets: Vital facilities within the County that cater to a wider geographic scope, spanning neighboring communities, and may be but are not inherently under the county or municipal ownership and maintenance.

Resilience: The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

Risk: The potential total cost if something of value is damaged or lost, considered together with the likelihood of that loss occurring. Risk is often evaluated as the probability of a hazard occurring multiplied by the consequences that would result if it did happen.

Scenarios: A set of assumptions about the future regarding the level and effectiveness of mitigation efforts and other physical processes, each with a level of uncertainty.

Sea Level Rise (Absolute Sea Level Rise): An increase in the height of the ocean surface above the center of the earth, without regard to whether nearby land is rising or falling.

Section 380.093(3), F.S.: A Florida statute passed in 2021, 380.093(3), F.S. pertains to vulnerability assessments related to flooding and sea level rise in the state of Florida. It requires the state to compile a comprehensive statewide assessment of specific risks posed by flooding and sea level rise.

Sensitivity: The degree to which a system, population, or resource is or might be affected by hazards.

Storm Surge: An abnormal rise in seawater level generated by a storm, over and above the predicted astronomical tide. It is primarily caused by strong winds pushing water toward the shore and can result in extreme coastal flooding, especially when coinciding with high tide.

Tidal Flooding: Defined in Florida Statute (F.S.), Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S. as "Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water."

Uncertainty: The inability to predict, with 100 percent accuracy, a particular outcome because future weather conditions and system dynamics arise from the complexity of variables.

Urban Heat Island Effect: A phenomenon where urban areas experience significantly higher temperatures than surrounding rural areas due to the concentration of buildings, roads, and other infrastructure that absorb and retain heat. Limited vegetation and increased human activity further intensify this effect.

Vulnerability: The propensity or predisposition of assets (human, ecological, and man-made) to be adversely affected by hazards. Vulnerability encompasses the degree of exposure, sensitivity, risk, potential impacts, and adaptive capacity.

Vulnerability Assessment: A systematic, data-driven process for analyzing hazard exposure, hazard sensitivity, and adaptive capacity to identify who or what is vulnerable to certain conditions, the level and extent of impacts, and the potential adaptations that can be implemented to lessen risk.

100-Year Event: A statistical term used to describe an event (such as a flood or storm) that has a 1 percent chance of occurring in any given year. It reflects the probability based on historical data and modeling.

24-Hour Rainfall: A calculation of the amount of rainfall over 24-hours. This parameter is often used when calculating storm rainfall events that generally occur once every 25 or 100 years.

PART I: MULTI-HAZARD VULNERABILITY ANALYSIS

1.0 INTRODUCTION

1.1 Project Background

St. Lucie County (SLC), the City of Port St. Lucie (PSL), the City of Fort Pierce (FP) and St. Lucie Village (SLV) joined together to take a collaborative approach toward short- and long-term resilience planning, beginning with the development of comprehensive Resilience Vulnerability Assessments (RVA). Phase I of the RVAs, completed in June 2025, focused on flooding hazards (RVA-Flood). This assessment, Phase II, focuses on 'Other Hazards' (RVA-OH), including coastal erosion, extreme heat, drought, wind, wildfires, storm surge and inland flooding. The St. Lucie Regional RVAs increase our understanding of our community's vulnerabilities. They serve as the foundation for evaluating natural hazard risks and identifying strategies for improved preparedness and responsiveness to crises, while informing future decision-making.

The RVAs are the first step to develop a SLC Regional Resilience Plan (RRP), using a systematic data-driven approach to evaluating the vulnerability of community-wide critical assets and populations to various natural hazards. Critical assets are public assets, networks, and essential systems crucial for the well-being of SLC and its municipalities. The core project milestones are delineated in **Figure 1-1**. The RVA utilized scientific data from technical sources, topographic and elevation data, and asset data to analyze current and future risks. In addition, supplemental information in existing local studies was utilized. The RVA incorporated critical county, municipal, and regionally significant assets organized into four categories: Transportation and Evacuation Routes; Critical Infrastructure; Community and Emergency Facilities; and Natural, Cultural, and Historic Resources.

The forthcoming Regional Resilience Plan (RRP) will be designed to provide an informed roadmap for SLC to enhance community resilience. The RRP will include an evaluation of the County's and municipalities' capability to adapt, delineate strategies, and identify potential investments to eliminate or reduce risk and minimize response timeframes. In essence, the RRP creates a conceptual plan for addressing, mitigating, and alleviating the impacts highlighted in the RVAs. Hazard mitigation efforts, emergency preparedness, land use planning, code and policy development, infrastructure fortification, and public health policies and programs will be considered as part of the RRP.



Figure 1-1. Project Milestones

The modeling results and analyses developed in this report are intended to help SLC and its municipalities better understand some of the challenges it faces, while at the same time helping the community and decision-makers identify key opportunities for moving forward toward a more resilient future. It's an important step in developing a comprehensive approach to adapt to and mitigate the effects of chronic and acute natural hazards, recognizing that identifying and addressing vulnerabilities, especially those related to critical assets, before they fail is the most fiscally responsible strategy approach to long-term resilience. By adopting a forward-thinking philosophy, the County and the municipalities foster a sense of ownership and shared responsibility for addressing risks, while also enhancing preparedness and responsiveness.

1.2 St. Lucie County, Port St. Lucie, Fort Pierce, St. Lucie Village Background

1.2.1 Geographical Setting and Characteristics

St. Lucie County, located along Florida's Treasure Coast, is known for its beautiful beaches, vibrant communities, and rich agricultural history. St. Lucie County is home to a mix of urban and suburban communities, economic hubs, agricultural lands, and protected natural areas. The largest city, Port St. Lucie, is one of the fastest growing cities in Florida, while Fort Pierce and St. Lucie Village are smaller and have a more historic and maritime character.

Spanning approximately 688 square miles, natural resources have defined the culture of the community throughout its history. There are more than two dozen natural areas within St. Lucie County encompassing more than 25,000 acres of parks and preserves, from pristine beaches to cypress hammocks and freshwater marshes. With 21 miles of Atlantic coastline, as well as the North Fork St. Lucie River and the Indian River Lagoon within its boundaries, water is a way of life in St. Lucie County.

The Indian River Lagoon is a shallow-water estuary that spans 156 miles from Brevard County to just south of St. Lucie County. It is one of North America's most diverse estuaries with more than 4,400 species of plants and animals, including 35 that are listed as threatened or endangered. For more than a century, people have been drawn to the Lagoon for its biodiversity, temperate climate, and proximity to the Atlantic Ocean. The Indian River Lagoon supports commercial and recreational fisheries and acts as an economic engine for the region. The annual economic value of the Lagoon was estimated to be $7.6 billion in 2016, which included nearly 72,000 jobs, and recreational opportunities for more than 7.4 million visitors per year (Indian River Lagoon Economic Valuation Report 2016).

The North Fork St. Lucie River was designated as a state aquatic preserve in 1972 and is a freshwater system upstream and a brackish system near the St. Lucie Estuary. The North Fork St. Lucie River supports a variety of federally and state protected species such as American alligators, manatees, wood storks, and tricolored herons. The North Fork is home to more species of fish than any other river in the state and provides important habitat for the juvenile phases of commercially important species such as blue crabs, snook, snapper, drum, and shrimp. The North Fork St. Lucie River drains an area of approximately 108,165 acres (169 square miles) in eastern St. Lucie County and northeastern Martin County. Historically, it was a slow-moving and meandering river in a largely forested catchment until dredge-and-fill operations to "straighten" the river were completed in the early 1900s. These activities combined with accelerated growth in SLC have resulted in long-standing

impacts, including loss of natural stormwater storage and filtration, severe erosion of channel banks, and increased sedimentation, all of which increase the risk of flooding in surrounding areas. Working collaboratively, the County and municipalities launched the Environmentally Significant Lands Program in 1994, following overwhelming citizen approval of a $20 million local bond referendum. The goal of the Program is to conserve and safeguard ecosystems in their natural condition while allowing for appropriate public access. Through additional partnerships and leveraging bond funding, more than two dozen preserves have been established totaling over 11,000 acres.

1.2.2 Economic & Demographic Overview

Together, St. Lucie County and the municipalities have a population of approximately 385,746 residents (Florida Bureau of Economic and Business Research, 2024 current population estimate). The County has a relatively diverse economy, with tourism, healthcare, retail, and agriculture representing its major sectors. Proximity to the coast makes tourism and recreational industries important contributors to the local economy, with visitors drawn to the county's beaches, parks, and fishing spots. Additionally, the county benefits from a strong retail and service sector, which caters to both residents and tourists.

The County's demographic landscape features a balanced age distribution, with around 19.6 percent of the population under the age of 18 and approximately 24.8 percent aged 65 and older. Ethnically, the County's population is comprised of about 54 percent White, 23 percent Black or African American, 22 percent Hispanic or Latino, and a smaller percentage of other racial groups (U.S. Census Bureau 2023).

Educational attainment shows that roughly 88.6 percent of the population holds a high school diploma or higher, while about 25.4 percent have a bachelor's degree or advanced degree. Economically, St. Lucie County's median household income stands at $69,027, with a poverty rate of about 10 percent (U.S. Census Bureau 2023). Countywide housing is characterized by 77.7 percent of residents owning their homes and 22.3 percent renting. The housing market in SLC reflects the rising demand for coastal living, with rental and home ownership costs steadily increasing, contributing to a dynamic but increasingly competitive housing landscape.

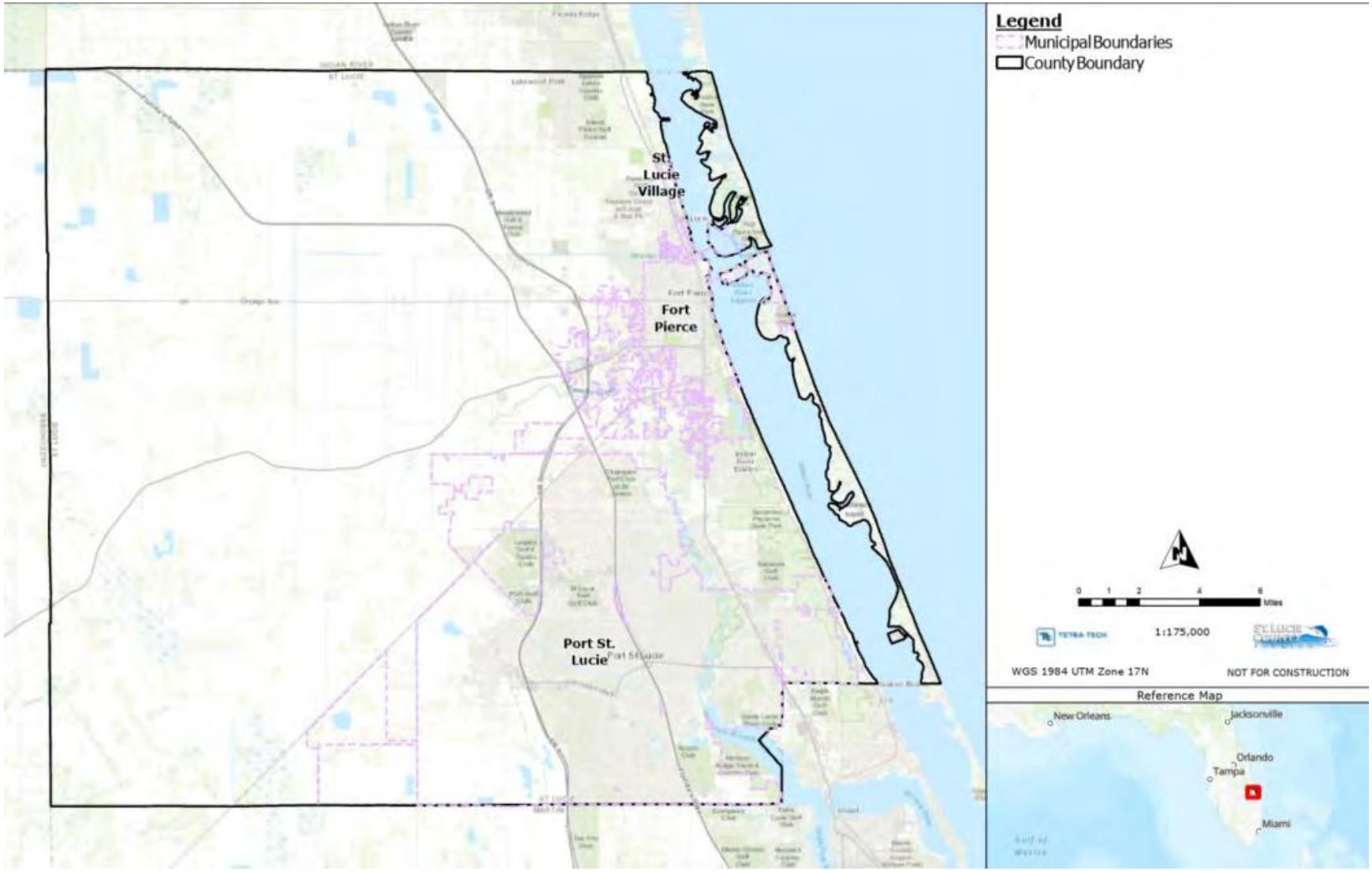


Figure 1-2. St. Lucie County Boundary

1.2.3 St. Lucie County Vulnerabilities

As a low-lying coastal community, SLC and the municipalities are at the forefront of potential impacts from chronic and acute natural hazards, highlighting the need for proactive planning to safeguard its residents, assets, and resources.

In the context of SLC and the municipalities, the RVA's primary goal is to understand these unique conditions, the interaction of various systems and the complex array of challenges to assess and develop appropriate and proactive responses. With rising atmospheric and oceanic temperatures, shifting weather patterns, and increased frequency of extreme events, these changes create direct and indirect impacts across different areas in SLC and the municipalities, affecting various facets of the region's environment, economy, and society.

Moreover, the heightened occurrence and severity of storms including nor'easters, hurricanes and tropical cyclones represent a significant threat to SLC's coastal regions. Higher ocean temperatures fuel hurricane intensity as they approach the coast, while elevated sea level amplifies the impact of storm surge, heightening the likelihood of severe inundation, and coastal erosion during storm events.

2.0 RESILIENCE VULNERABILITY ASSESSMENT OVERVIEW

2.1 Project Goals and Objectives

The County received a grant from the Department of Commerce through the Community Development Block Grant Mitigation (CDBG-MIT) program to prepare a countywide Resilience Vulnerability Assessment (RVA) and Regional Resilience Plan (RRP). The objective of the CDBG-MIT Program is to protect Florida from future disasters by developing and improving state, regional, and local plans and improving state and local mitigation planning mechanisms.

The following are the key primary goals and objectives of the RVA and RRP:

- Identify vulnerability of various County and municipal assets
- Understand the exposure level of assets to the threats identified
- Gather and incorporate public and stakeholder input
- Develop a range of adaptation strategies to protect and adapt vulnerable assets
- Incorporate results into County and municipal planning initiatives



Figure 2-1. Overview of Resilience Planning Initiative

2.2 Steering Committee

Collaboration played a central role in this project, involving a diverse range of stakeholders to ensure both technical expertise and community insights were considered. SLC and the municipalities established a resilience steering committee of key collaborators, comprising representatives from diverse backgrounds and associations. The resilience steering committee played a vital role in

shaping the project by reviewing goals, offering input on study direction, identifying geographic context, guiding modeling methodologies, pinpointing available data and resources, providing specific asset information, and reviewing project findings. The steering committee represented various County and municipal departments including Planning & Development Services, Public Works, Utilities & Solid Waste, Engineering, Emergency Operations, and Environmental Resources. The resilience steering committee was also comprised of various member agencies, including representatives from SLC Florida Department of Health, SLC School District, SLC Economic Development Council, St. Lucie Transportation Planning Organization, and the Treasure Coast Regional Planning Council. The resilience steering committee met throughout the process to review information, recommendations, and discuss key project milestones and decisions.

2.3 Public Engagement

Community resilience refers to the ability of governments, individuals, organizations, institutions, and businesses to anticipate, respond to, endure, and recover from both immediate and prolonged pressures stemming from unpredictable weather patterns and extreme events, rising sea levels, increased flooding frequency, and heightened storm severity. To establish community resilience, it is essential to actively engage stakeholders when shaping planning efforts and determining adaptation strategies and infrastructure priorities.

Public involvement for the RVA was focused on sharing resilience information and the findings of the RVA and gathering feedback from community members. Information was provided to and received from members of the community through public meetings and workshops. Public engagement and outreach efforts for this project were geared toward communicating relevant science-based information that engaged the public, community leaders, and subject matter experts, regardless of education and technical background. Utilizing various methods and multimedia tools collaboratively, the outreach initiatives aimed to enhance community understanding and involvement.

Public input and feedback were actively sought in public workshops and various relevant websites, calendars, and social media platforms. The Project Team evaluated the information gathered from the community and coordinated efforts to integrate the input into the project, while documenting the engagement outcomes to provide a transparent record of the community's contributions.

2.3.1 Stakeholder and Public Outreach Events

St. Lucie County hosted more than three dozen engagement sessions within the community between 2022 and 2025 to introduce the vulnerability assessment and resilience planning efforts. The purpose of these meetings was to allow the public to enter a dialogue where they were able to ask questions and provide community-specific input on the results of the analyses.

3.0 HAZARDS

3.1 Hazard Inventory

The County and municipalities are committed to protecting their future against various hazards such as coastal erosion, drought, extreme heat, inland flooding, storm surge, wildfire, and wind. Impacts resulting from any of these events pose a significant threat to SLC and the municipalities (**Figure 3-1**). To assist communities experiencing these increasing threats, the CDBG-MIT program has been strategically designed to guide the County and municipalities as they adapt to risks and ensure a resilient future.



Figure 3-1. Hazards Evaluated within the CDBG-MIT RVA-OH

3.2 Hazard Evaluation

The factors that influence each hazard's frequency, severity, and extent varies, and these factors are affected by anticipated environmental changes. In recognition of these differences, the exposure and sensitivity methods are tailored to each natural hazard in the community (see Sections 4.0 and 5.0 for further details).

This RVA employs a sequential methods approach, first characterizing vulnerability as a function of exposure and then asset sensitivity:

- **Exposure** – exposure refers to the presence of assets, ecosystems and populations in areas where they could be adversely affected by hazards. This RVA assessed exposure levels to each hazard for two planning horizons: 2040 and 2070.
- **Sensitivity** – the degree to which a system, resource or population is or might be affected by hazards.

Within the analysis, 27,211 assets primarily owned or maintained by the County and the municipalities were classified as critical assets. The asset types include emergency facilities, healthcare facilities, community support buildings, water infrastructure, schools, historic structures, and similar resources.

The following sections outline the framework and general process for exposure and sensitivity methods, and hazard-specific methods are detailed in corresponding results sections.

SLC and the municipalities conducted an evaluation of each hazard to better understand and communicate the potential magnitude, frequency, impact severity, and extent of the impact of each hazard. The hazards include consideration of the potential effects of chronic stressors and extreme weather events on the site-specific operational viability of assets, infrastructure, and programs. These

hazards can lead to impacts affecting SLC and the municipalities' critical facilities, infrastructure, public health, housing, economies, emergency response capabilities, transportation systems, and community resources. Both near-term impacts and long-term ramifications have been considered within this RVA.

3.3 Summary of Hazards

3.3.1 Coastal Erosion

Coastal erosion is caused by wind, waves, and longshore currents and can negatively affect buildings, shoreline, and infrastructure along the coast. Coastal erosion adversely affects the economy, particularly the tourism industry, a significant economic driver that supports multiple ancillary businesses. Coastal "hardening" measures such as seawalls or revetments may be installed to protect buildings and infrastructure. However, these measures are likely to increase erosion rates and interrupt the natural retreat of beaches. Coastal property losses have totaled about $500 million annually in the United States due to coastal erosion (U.S. Climate Resilience Toolkit 2021). SLC currently has five areas of eroded shoreline, three that are considered critically eroded by the Florida Department of Environmental Protection data sources (FDEP 2023). Eroded shorelines can also leave adjacent upland areas vulnerable to other hazards including storm surge and over-wash events.

3.3.2 Drought

A drought is an extended period of abnormally low precipitation that increases water demand and can result in water supply shortages that affect everyday life. While droughts are naturally occurring phenomena, they are increasing in both frequency and severity. They can contribute to various secondary impacts such as public health and safety issues. Both weather and human factors influence the severity and geographic extent of a drought. For example, unusually low precipitation over several months or longer can create or worsen a water deficit in affected regions, but so too can a large influx of development to an area with limited water infrastructure or availability. The RVA focused on weather-driven droughts, excluding current or future human-driven factors.

Rising atmospheric temperatures contribute to an increase in the rate of soil moisture loss, resulting in a likely increase in drought intensity (Runkle et al. 2022). This can be further magnified by population growth and land-use changes that increase competition for water (Runkle et al. 2022).

Since 1990, there has been about one severe and widespread drought in Florida each decade (Florida State University n.d.a). Reduced availability of water, caused by drought, has several implications for the County and municipalities. Prolonged periods of drought can increase wildfire hazards that not only destroy property but also reduce air quality. Heightened public health hazards are linked to reduced air quality, food scarcity and drinking water shortage.

Drought also contributes to environmental and agricultural disruptions. In SLC, rainfall, local watersheds and underground freshwater aquifers are the main sources of water. When the normal water cycle is disrupted by drought, one of the most economically damaging effects can be substantial crop loss. Drought in SLC is also linked to increased insect infestations, plant disease and wind erosion. The frequency of wildfires also increases during extended droughts, which then leads to human and wildlife populations being at risk.

3.3.3 Extreme Heat

Annual average temperatures across the United States have been rising consistently at an accelerated rate since the 1970s (**Figure 3-2**). In fact, historical records since 1850, show the 10 warmest years have occurred since 2013.

According to the National Weather Service, heat stress is the leading cause of weather-related deaths in the United States each year. Due to the subtropical humid climate of Florida, the entire state has historically been vulnerable to extreme events and leads the nation in heat-related illnesses.

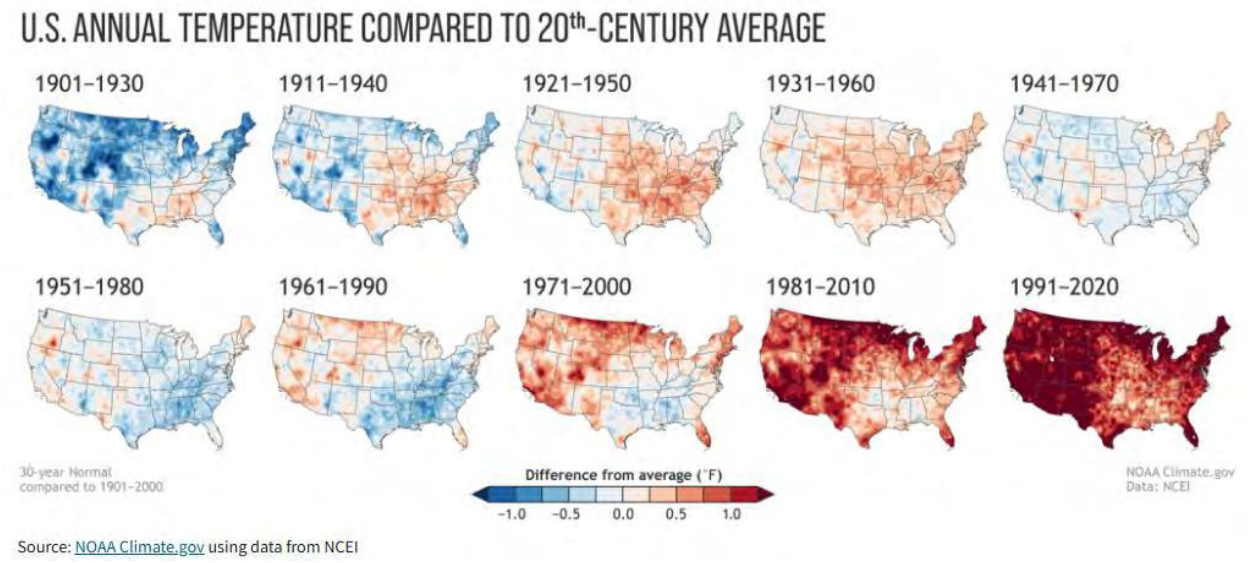


Figure 3-2. Change in U.S. Annual Temperature 1901-2020

Extreme heat events can affect anyone, but a broad range of the population can have a higher susceptibility to heat-related illness, including adults over age 65, children and infants, people with chronic illnesses or disabilities, low-income households, and people who are unhoused. In addition, jobs that require outdoor work or are in high-heat conditions pose more risk to heat related complications.

Florida leads the nation in heat-related illnesses. In addition to heat-related health risks, extreme heat can impact tourism and recreational activities, lead to other environmental impacts such as harmful algal blooms, reduction in agricultural production, and an increase in demand for energy and other utilities which strain household costs and the systems that support cooling operations.

Additional impacts from increased heat relate to storm-related or extreme rainfall events that may cover large areas or be very localized. Florida typically experiences fewer days than other states where the temperature reaches 95˚F or greater due to its proximity to large water bodies and wetlands. However, that proximity also increases the humidity. As the air temperature warms, water is evaporated into the atmosphere, causing a rise in humidity, average rainfall, and the frequency of heavy rainstorms in many places (Florida Enhanced State Hazard Mitigation Plan 2023). A detailed meteorological attribution study of Hurricane Ian suggests that the modern rise in average

temperatures increased the storm's overall rainfall total in Florida by about 18 percent (Reed and Wehner 2023).

Extreme heat events are defined in a number of ways, including:

- days where the temperature equals or exceeds 95°F;
- as a summertime temperature that is much hotter and/or humid than average; or
- as defined by the Department of Homeland Security, a period of high heat and humidity with temperatures above 90°F for at least 2 to 3 days.

Different tools are used to measure heat and the potential for heat-related illnesses. For example, the heat index, also known as the apparent temperature, is what the temperature feels like to the human body when relative humidity is combined with the air temperature. When faced with hot weather conditions, the body regulates its internal temperature by sweating. Sweat absorbs heat from the body and sheds it through evaporation, cooling the skin. However, this process becomes significantly less effective in humid environments, where the air is already saturated with moisture and sweat cannot evaporate efficiently. This leads to increased physiological stress, dehydration, and a higher risk of heat-related illnesses such as heat exhaustion and heat stroke.

In the heat index chart shown below (**Figure 3-3**), the red area indicates extreme danger. Health alerts are issued when the heat index is expected to exceed 105 to 110°F for at least two consecutive days.

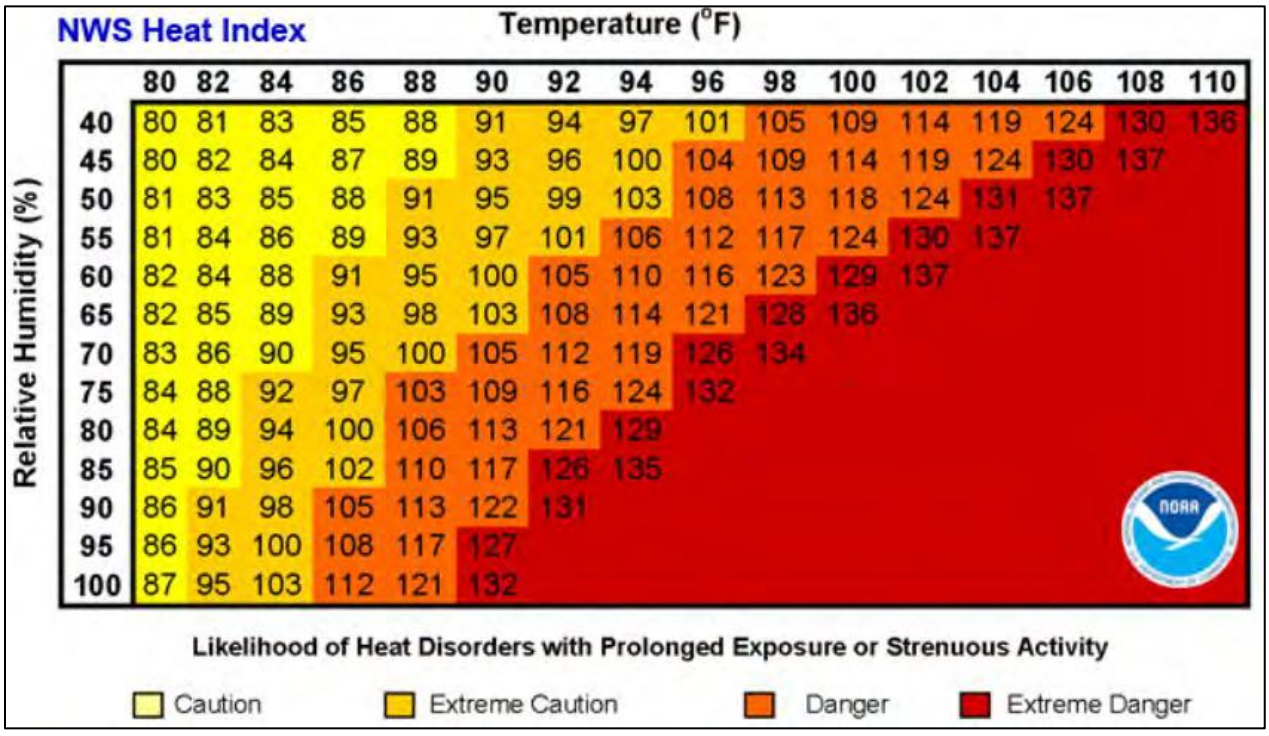


Figure 3-3. National Weather Service Heat Index Chart

The wet-bulb temperature is a more recent approach to understanding how the apparent temperature (heat index) acts on the body, by determining the lowest temperature at which air can be cooled by evaporation. For years, it was believed that the upper survivable limit, the point at which

the human body can no longer effectively shed heat through sweating, was around 95°F at 100 percent humidity or 115°F at 50 percent humidity. However, recent research from Penn State University has shown that this threshold may be lower than previously thought. In controlled laboratory conditions, young, healthy adults began to experience dangerous levels of heat stress at temperatures of 87°F at 100 percent humidity (Penn State 2022). For older adults and individuals with pre-existing health conditions, the threshold is likely lower. This means that extreme heat events may become life-threatening at lower temperatures than once assumed, especially in regions with high humidity.

3.3.4 Inland Flooding

Flooding results from three major sources in SLC and the municipalities: coastal areas subject to inundation from tidal flooding; ocean storm surges during hurricanes and tropical storms; and inland areas that become flooded during rainfall events when water accumulates in low, flat areas and the storage and capacity of the existing drainage system is exceeded.

Three factors play into the increasing risk from flooding. First, historical and ongoing population growth is associated with substantial land use change, increasing amounts of impervious land cover and the loss of natural functioning wetlands and floodplain areas (Volk et al. 2017). Such land use change factors are known to increase the risks in magnitude and extent of rainfall-induced flooding within urban, suburban, and peri-urban areas (Blum et al. 2020; Liao et al. 2022). Second, sea level rise is an exacerbating factor directly corresponding to higher storm surge potential, reducing ability of existing stormwater conveyance systems to remove rainfall-driven water from inland communities and tidally-connected waterways, including the St. Lucie River and ancillary creeks and canals. Third, data suggests that eastern Florida may already be undergoing a trend toward more frequent occurrences of extreme precipitation events, defined as rainfall episodes that significantly exceed historical averages in intensity or duration, often overwhelming drainage systems and increasing the likelihood of flash flooding (Obeysekera et al. 2021). Taken together, these factors bring the likelihood of higher flood damage risks for built areas that are already designated as flood-prone, while also potentially creating novel flood exposure hazards within areas historically thought to have minimal flood risk (Sohn et al. 2020; Panos et al. 2021; Clearview Geographic LLC 2025).

Wet season rainfall patterns coupled with the hurricane season make SLC more susceptible to flooding associated with late-season tropical storms and hurricanes, because they typically occur when the water table is high and the ground is saturated. Flooding can have numerous and wide-ranging impacts, including impacts on public safety, infrastructure, the economy, agriculture, and housing. Within SLC, non-coastal flooding can result from a buildup of ground and surface water levels over time, or from intense localized precipitation that exceeds storage and drainage capacities.

3.3.5 Storm Surge Flooding

Storm surge is the abnormal rise of seawater levels during a storm, caused by intense sustained onshore winds that push ocean water toward the coast and low atmospheric pressure that allows the sea surface elevation to increase during extreme weather events. It can occur during major storms such as hurricanes and often results in severe flooding extending to inland areas of the County. This impact from surging seas is especially pronounced for assets along coastlines on the open ocean and

along other tidally influenced canals, rivers, and waterways where it quickly overwhelms stormwater drainage systems. Storm surge can lead to widespread and rapid inundation of the County's shoreline, causing extensive damage to infrastructure, homes, and critical facilities. It further threatens the shoreline as it accelerates coastal erosion, reducing the protection afforded by a healthy beach and dune system where they exist, and can compromise the stability of other coastal protection structures such as rock revetments and seawalls. Additionally, surges can introduce saltwater into freshwater systems, posing risks to natural ecosystems and water supplies, further accelerating the deterioration of infrastructure components.

The height and extent of the storm surges associated with hurricanes Irma, Nicole, and Milton were enhanced by approximately nine inches of sea level rise since 1971, based on long-term tide gauge data from NOAA (NOAA Tides and Currents 2025). Legacy coastal stormwater drainage systems that discharge into tidal water bodies also have inherently less capacity to convey water due to increased infiltration from the rising sea. During Irma and Milton, the combination of storm surge, SLR, and extreme rainfall resulted in the complete failure of some legacy stormwater systems in St. Lucie County and associated municipalities. As SLR continues to accelerate, associated flood risks from storm surge, failure of current coastal stormwater drainage systems can be expected to increase (Clearview Geographic LLC 2025).

3.3.6 Wind

Florida is the most susceptible state in the country to the impacts caused by hurricanes and tropical storms due to the frequency of storms, the length of the coastline, and the relatively low and flat ground elevations. Hurricanes and tropical storms are of particular significance during the 6-month Atlantic hurricane season, June 1 through November 30, with the peak occurring between mid-August and late October (Florida State University n.d.b). The 2021 Florida Atlantic Hurricane Season ranked third among the state's most active seasons with a reported 21 tropical storms, 7 hurricanes, and 4 major hurricanes (Powell 2022).

Impacts from hurricanes can include wind, storm surge and flooding. Roofs, vegetation, and power lines are often damaged by winds occurring in the hurricane eyewall. Hurricane winds can reach speeds of more than 155 mph and often remain at strong levels due to Florida's generally flat terrain. Large hurricanes can produce winds extending more than 150 miles from the eyewall (Florida Gulf Coast University n.d.). As a hurricane moves onshore, water is pushed toward the shoreline, which is known as storm surge. Storm surges can reach heights of 15 feet and create deadly waves and water levels. Worldwide, 90 percent of hurricane-related casualties are a result of drowning incidents within the storm surge or the associated flooding areas (Florida State University n.d.b). In addition, slow-moving tropical storms have a direct correlation to higher flooding levels, as they produce larger amounts of rain. Slow-moving Hurricane Frances in 2004 caused extensive flooding and wind damage, with sustained winds reaching up to 105 mph and storm surge flooding affecting coastal areas significantly.

A study at Florida State University outlines potential changes in hurricanes in a report titled: "Understanding Past, Present, and Future Tropical Cyclone Activity", (Carstens, Uejio and Wing 2022):

- Coastal flooding from storm surge is expected to increase regardless of changes in storm intensity due to future SLR.
- There is agreement between theory and model projections that flooding rain associated with hurricanes will become more hazardous. It is more difficult to evaluate historical trends in hurricane rainfall, but a notable trend of slower-moving storms has recently emerged.
- While the mean intensity of hurricanes has not changed significantly, warmer oceans raise the ceiling for intensity. A larger proportion of storms have reached major hurricane (Category 3 to 5) strength in recent years, along with an increase in rapid intensification events.

Stronger hurricanes and tropical storms can result in increased damage to buildings and homes, threats to infrastructure, undermining of energy, water, and sewer systems, erosion of beaches, and damage to flood management structures. Stronger hurricanes also pose a risk to public health and human lives. Problems with water supplies and power systems can cause waterborne illness, environmental contaminants, mosquito-borne illnesses, and can result in hospital closures. In addition to direct damage to infrastructure, the potential for crop damage and economic disruption from hurricanes and tropical storms are also significant.

3.3.7 Wildfire

Most of Florida's natural systems are adapted to periodic wildfires and even depend on them to maintain a balanced and sustainable ecosystem. However, in urbanized areas, naturally occurring wildfires are suppressed to protect life and property. Without management strategies, this results in the build-up of dead or decaying vegetation that provides fuel when a fire occurs and can lead to rapid acceleration and increased danger to surrounding areas.

Wildfires can be classified by how they move through the environment. Ground fires or subsurface fires occur when dead vegetation, peat or tree roots burn underground. This type of fire moves very slowly and tends to smolder rather than produce flames. Given these conditions, a ground fire can continuously spread for months.

Surface fires are common but are usually low intensity. They partially consume the "fuel layer" while presenting little danger to mature trees and root systems. The buildup of fuel and vegetation on the forest floor can create surface fires of higher intensity. In drought conditions, surface fires can transition into damaging ground fires.

Crown fires are fast-moving fire in the upper canopy of vegetation and involve the burning of vegetation both at the surface and crown (treetop) layer. Because crown fires affect multiple levels of vegetation, they are often fast moving and extreme intensity fires. Wind conditions have a larger impact on the spread of canopy level fires.

Florida experiences its peak number of wildfires from January to mid-June annually. In 2020, there were 2,381 wildfires in Florida with a total of 99,413 acres burned, attributing to Florida ranking as

fifth in the nation for the number of wildfires. As droughts continue to intensify, it will likely trigger more wildfires in the future (Runkle et al. 2022).

Wildfires can cause significant property and infrastructure damage, and potential health risks can arise from diminished air quality. Soil erosion and altered water quality and supply levels can also result from wildfires.

4.0 EXPOSURE ANALYSIS OVERVIEW

The exposure analysis estimated how a hazard intersects with County and municipal land, assets, and residents in terms of event likelihood and severity. Exposure depends on the type of hazard relate to the item (i.e., land, assets, or residents) being studied.

In total, 27,211 assets were evaluated in this analysis including emergency facilities, healthcare facilities, community support buildings, water infrastructure, schools, historic structures, and similar resources.

4.1 Data Types and Methods

The quality and amount of data on physical exposure and relevant asset characteristics vary by hazard and critical asset type. Where possible, the RVA integrated spatial and quantitative data, supported by qualitative information on historical events and the County's and municipalities' natural environment. Analytical reviews were conducted for all hazards to develop a broad understanding of how each hazard has historically affected the County and to what extent environmental changes may influence future event frequency and severity. For hazards lacking spatial extent data, the review evaluated the types of land, and assets that are most likely to be exposed to the hazard. For hazards with spatial data, the level of analysis depended on the quality and quantity of available resources.

4.2 Exposure Levels

The loss estimations derived from the RVA methodology are grounded in a robust analysis of vulnerability and exposure levels across key community elements, including populations, buildings, and critical infrastructure systems. By integrating these factors, the RVA provides a nuanced and data-driven framework for evaluating the potential impacts of a wide range of natural hazards. This approach enables local governments, including both County and municipal entities, to identify and prioritize at-risk assets, assess the scale and scope of potential damages, and develop informed strategies for risk reduction and resilience planning. Ultimately, the RVA supports a more comprehensive understanding of community vulnerability, facilitating proactive decision-making to safeguard residents, essential services, and infrastructure.

5.0 SENSITIVITY ANALYSIS

Sensitivity refers to the degree to which a system, population or resource is or might be affected by hazards. This RVA includes a sensitivity analysis on assets for all hazard scenarios that evaluated the degree to which an area, asset, or population will experience adverse impacts, such as habitat loss, structural damage, or business closures. Adverse impacts vary based on the type of hazard and the item being studied.

5.1 Data Types and Methods

The quality and amount of data on physical sensitivity and asset characteristics vary by hazard and asset type. Where possible, the sensitivity analysis leveraged quantitative data to calculate expected structural damage, measured in dollars. For hazards with future-condition scenarios available, the change in structural damage was calculated to illustrate the increase in sensitivity due to changing conditions. **Figure 5-1** illustrates the sensitivity analysis' overall approach and integration of qualitative and quantitative information.

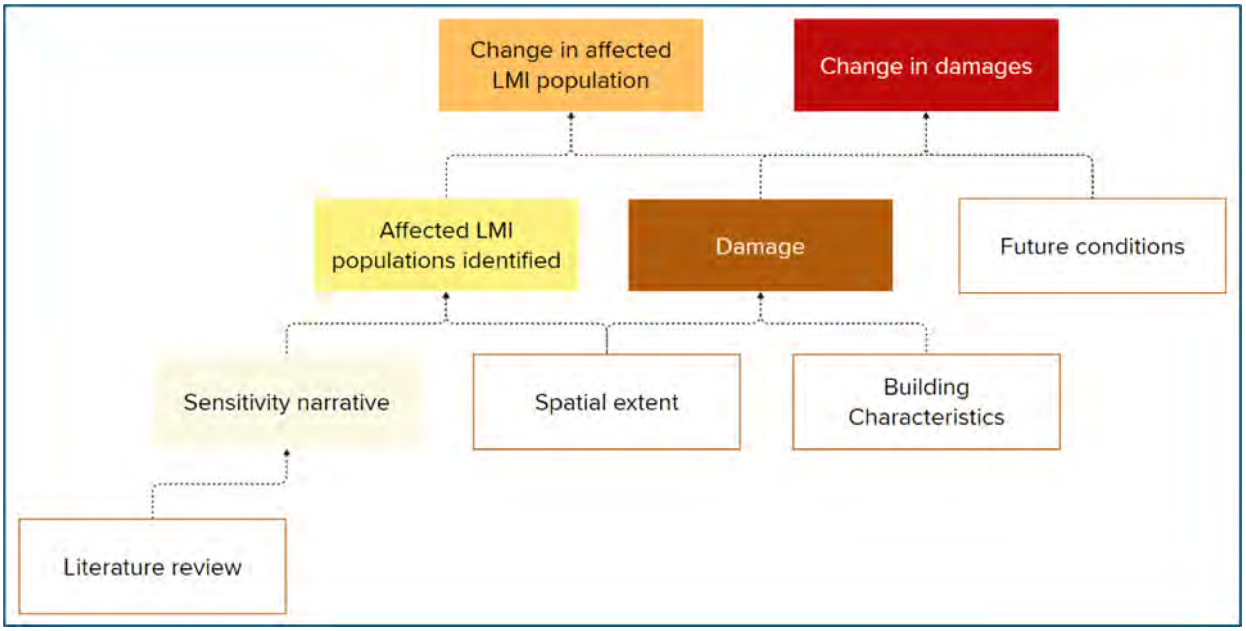


Figure 5-1. Sensitivity Analysis Framework

5.2 Determining Sensitivity

A population's sensitivity to adverse impacts depends on demographic characteristics such as income, age, or preexisting health conditions. For some populations, these adverse impacts may be disproportionate compared to the larger population or more likely to trigger cascading events, such as economic hardship or temporary displacement that can have increased impacts on vulnerable populations. If affected by a hazard, these populations may struggle to recover due to limited income to pay for home repairs or alternative shelter, inability to commute or work, or limited access to healthcare and medical services.

To identify sensitive populations, the HUD Low-to-Moderate Income (LMI) data was leveraged, which is available at the Census Tract level. Block Groups with higher shares of LMI populations may experience more severe impacts than those with lower shares. Individuals or households are considered LMI if their household income is no more than 80 percent of the median income for the area. For hazards with spatial data, sensitivity was evaluated by determining what share of a Block Group's LMI households are exposed.

Tracts with a Ranking Percentile Variable greater than 0.8 were extracted to identify the general highly vulnerable population areas. An area analysis was conducted on the remaining tracts by calculating the total square mileage of the tract, identifying the municipalities that are tied to the specific tracts, and performing an additional square mileage calculation of the smaller subset of tracts by jurisdiction. From there, a percentage was calculated that identified the percent of the LMI population for each segment of the tracts, delineated by jurisdiction. This provides an estimate of total vulnerable population within each jurisdiction. For hazards with spatial data, sensitivity was evaluated by performing an exposure assessment by area analysis. LMI populations were clipped down to the specific hazard of concern spatial extent, and total square mileage was leveraged to calculate a percentage to apply to the overall vulnerable population statistics. This process identifies the estimated LMI populations within each jurisdiction, by hazard of concern.

The HUD LMI database and mapping tools can assist with emergency preparedness in several ways. They can be used to estimate the amount of necessary supplies, such as food, water, medicine, and bedding, as well as the number of emergency personnel needed to assist at specific sites. The tool can also identify areas in need of emergency shelters and aid in the preparation of evacuation plans, accounting for those with special needs, and highlighting communities that may need continued support to recover from a natural disaster.

Economic vulnerability is a significant factor in resilience. Individuals earning a low percentage of the median household income may have less financial flexibility to recover from hazard-related damage or to invest in preventative measures such as insurance or home improvements that reduce hazard risk. In addition, households with limited incomes may also face challenges evacuating and accessing medical care or health resources following an event.

An individual's susceptibility to various hazards, like flooding, extreme heat, high winds and wildfire, is highly influenced by their housing conditions.

Mobile homes are an affordable form of housing in St. Lucie County, and they are distributed throughout the County, in rural as well as urban areas. There are 8,921 mobile home spaces and 1,184 recreational vehicle spaces throughout the County (SLC Planning & Development Services 2021). Manufactured housing is typically built on land that has been stabilized to ensure a sufficient anchoring system to serve as the unit's foundation (FEMA 2009). However, if the area is affected by storm surge or flooding, these anchoring systems could be weakened or damaged, increasing the risk for potential damage or other harm. In addition, people who reside in manufactured housing may lack air conditioning or struggle to keep their units cool, depending on the building's materials and insulation efficiencies (Bernard and Proano 2022), making them more susceptible to the impacts of extreme heat events and health risks.

Public housing units tend to be older, meaning they were built before more resilient design standards were implemented, making them more susceptible to flooding, storms and extreme heat. Moreover, the types of individuals who rely on public housing may also experience additional demographic factors, such as age or access to healthcare, that compound these risks (Gabbe and Pierce 2020). If their unit is damaged due to flooding, this could lead to compounding impacts, such as increased likelihood of mold and reduced indoor air quality, or difficulty finding temporary shelter elsewhere due to the unit's conditions.

In the context of hazard risk, the correlation between higher rates of renters in a community and increased vulnerability is critical. Renters often reside in areas more susceptible to hazards such as flooding, either due to the lower cost of housing in such locations or limited availability of affordable options in safer areas. This situation places them at a disproportionate risk during hazard-related events, not only in terms of immediate physical danger but also regarding the longer-term repercussions on their stability and well-being. The transient nature of rental housing means that renters may have less knowledge about local hazard risks and less incentive to invest in long-term hazard preparedness measures.

6.0 ASSESSMENT MODELING AND METHODOLOGIES

6.1 Overview of Modeling Approach

The Project Team conducted the RVA by exploring various future scenarios across the County and municipalities. The geospatial exploration conducted is intended to aid the County and municipalities in making decisions that bolster resilience against hazard impacts. The analyzed hazard scenarios provide projections for both general predictions and characterizations of current conditions.

The RVA uses an adaptive mixed-methods approach leveraging the best available data for SLC and the municipalities. The RVA modeling approach characterizes vulnerability, the extent to which an area, asset, or population could be harmed by a hazard, as a function of two components:

- **Exposure,** which refers to the spatial presence of populations, assets, or systems in locations that are susceptible to specific hazards. It quantifies the potential for these elements to be physically affected based on their geographic proximity to the hazard source and the nature of the asset or area under consideration. Exposure is fundamentally determined by location and the distribution of elements at risk.
- **Sensitivity,** which denotes the degree to which an exposed population, asset, or system is likely to experience negative consequences when subjected to a hazard. It reflects the intrinsic characteristics or conditions—such as structural robustness, ecological fragility, or number of residents—that influence the severity of impact. Sensitivity is hazard-specific and varies according to the vulnerability profile of the element being assessed.

The RVA uses quantitative and qualitative data to comprehensively characterize SLC and the municipalities' vulnerability to hazards. **Figure 6-1** illustrates the RVA's overall framework.

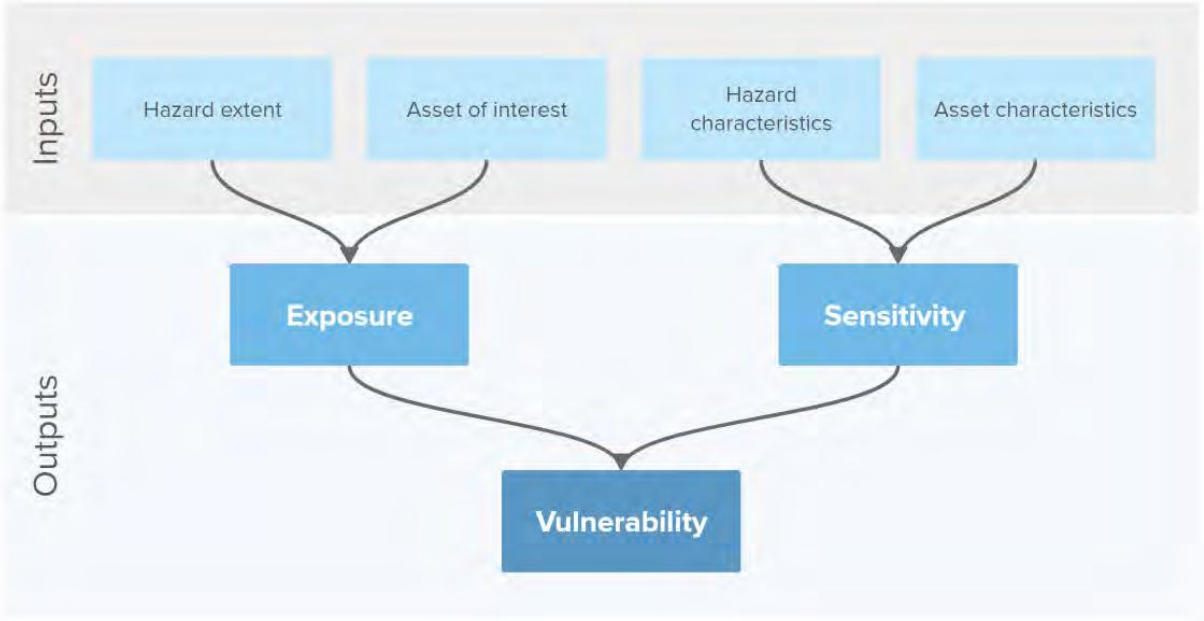


Figure 6-1. Regional Vulnerability Assessment Approach Framework

6.2 Hazard Modeling and Results

The following sections describe the modeling approach for each hazard and the exposure and sensitivity results. Recommendations are discussed in Section 8.0.

6.2.1 Coastal Erosion

This assessment evaluates the geographic distribution of coastal erosion risk in St. Lucie County using data from two primary sources: the Florida Department of Environmental Protection's Coastal Critical Erosion Area data (2024) and the U.S. Geological Survey (USGS) National Shoreline Change short-term linear regression rates (2021). These rates reflect changes in shoreline position from the 1970s to 2018 and include both erosion (land loss) and accretion (land gain).

6.2.1.1 Coastal Erosion Exposure Analysis

The County's oceanfront habitats form its first line of defense against storms and rising seas. Beach systems naturally buffer inland areas from wave energy, while providing critical nesting habitat for sea turtles. Rocky intertidal zones create stable shoreline anchors and support diverse marine life. These systems show high vulnerability to erosion and storms but demonstrate a moderate capacity to adapt through natural processes when given sufficient space and sediment supply.

To assess risk, County and municipal assets—such as infrastructure and population centers—were overlaid with the areas identified as vulnerable to erosion (**Figure 6-2** and **Figure 6-3**). The analysis estimated the following:

- Length (in miles) of shoreline projected to be affected by erosion
- Acreage of erosion zones
- Number of critical assets exposed
- Population count in erosion zones
- Overall land area impacted under two future time horizons: 2040 and 2070

This modeling approach assumes erosion continues at a constant rate, based on historical trends, without considering the influence of future coastal storms, sea level rise, or the construction of protective infrastructure such as breakwater structures, beach renourishment, or revetments. The resulting data defines a projected impact zone and illustrates expected erosion boundaries: pink for 2040 and green for 2070. However, because the model excludes real-world variables such as mitigation efforts and extreme weather events, its outputs should be used strictly as planning references. The actual process of erosion is expected to be continuous, uneven, and variable across locations.



Figure 6-2. South St. Lucie County Coastal Erosion Hazard Area



Figure 6-3. Central St. Lucie County Coastal Erosion Hazard Area

Land, Assets, and Population Exposure to Coastal Erosion

Land Exposure

Across the County, areas expected to face additional exposure to erosion are limited. By 2040, the number of acres exposed to erosion will grow by 24.7 acres, and by 2070 will increase to 92.8 acres.

Asset Exposure

Of the 27,211 critical assets evaluated across the county, 52 miles of transportation and evacuation routes by 2040 and 193 miles by 2070 could be impacted by coastal erosion. This represents 0.1 percent and 0.2 percent respectively of County-wide transportation and evacuation route miles. Two Natural, Cultural, and Historic assets face exposure to 2070 landward coastal erosion.

Population Exposure

Due to the limited geographic extent of the Critical Coastal Erosion Areas and shoreline data, less than 0.1 percent of the total population will be directly exposed to coastal erosion in 2040 and 2070, representing 61 people and 230 people respectively.

Coastal Erosion Sensitivity Analysis

Coastal erosion and accretion are continual and cyclical with net sand losses due to the interruption of sand by manmade inlets as well as natural processes. FDEP has identified St. Lucie County at a medium-high risk to erosion. The beaches of Florida will continue to shift and change over time, especially when faced with current levels of development and future changes in frequency and severity of storm events. The probability of future beach erosion in St. Lucie County is high. Erosion is exacerbated by tropical storms, winter storms, and hurricanes and is anticipated that there will be at least one storm event on an annual basis that will contribute to erosion (SLC Department of Public Safety Division of Emergency Management 2021). Erosion can have the following potential impacts within a community:

- Degradation of sandy beaches, dunes, mangroves and other critical environmental resources, impacting beach access, habitats for many species of plants and animals, and losses in tourism, shipping, trade, fishing, and other industries;
- Navigable waterway impairment;
- Damage to infrastructure;
- Higher rates of runoff, shedding of water, and pollutants;
- Limitation to new development in some coastal areas;
- Creation of new water channels from spoil deposits, and flooding of areas previously not impacted; and
- Stormwater drainage impairment.

Florida's Atlantic coastline will face a consistent threat of erosion from nuisance flooding and more extreme events as sea levels rise. Without offsetting changes in natural sediment supply, SLC's sandy beaches will rapidly erode and migrate toward the mainland. Additionally, increased frequency and intensity of extreme precipitation and/or drought events can elevate the risk of erosion by

destabilizing soils on the coast and inland. While projections regarding the frequency of hurricanes remain uncertain, there is strong scientific consensus that hurricane-associated rainfall will increase as the atmosphere continues to warm. Warmer air holds more moisture, leading to heavier rainfall during tropical storms and hurricanes (Papacek, et al. 2024). This means that even lower-category storms could produce torrential rainfall, resulting in significant erosion and flooding impacts, including vulnerable coastal zones.

A recent example is Hurricane Nicole in November 2022. Although it was a Category 1 storm, Nicole caused widespread coastal erosion along Florida's east coast, including areas in and around St. Lucie County. The storm's slow movement and prolonged rainfall, lasting over 48 hours, was exacerbated by Hurricane Ian's extreme rainfall that in the region just weeks earlier. Nicole's impact highlighted how cumulative storm effects and slower-moving systems can dramatically increase erosion and infrastructure vulnerability, even when storm intensity is relatively low (Massachusetts Institute of Technology 2020).

These events usually cause damage to structures located along the beaches and Lagoon, especially if there is no dune or marsh system to slow down the wave action. Where structures are not present, the over wash process that happens when surge or waves overtop dune systems allows those systems to migrate inland. While this migration of barrier islands is a natural process, the installation of structures like homes, roads, and other infrastructure requires that this movement be managed. Without the implementation of mitigation strategies, rising sea level will further threaten the stability of the coastline and increase the potential for more damage during a future event. Beyond damage to the beach, dune systems and coastlines, the survival of coastal wetlands is also threatened when they cannot adapt fast enough to offset the rising sea (see Part II: SLAMM Analysis). This could have disastrous consequences to fishery ecosystems, biodiversity, and tourism that St. Lucie's economy relies upon (Florida Division of Emergency Management 2023).

6.2.2 Drought

The drought hazard assessment consisted of a qualitative analysis, drawing upon a range of data sources such as water supply and use, projected population growth estimates, historical monetary losses due to drought, historical drought events and future climate projections, and precipitation estimates. Historical data included regional plans and studies, as well as national sources. The analysis identified areas of high susceptibility to drought based on historical information and the potential effects of drought.

6.2.2.1 Drought Exposure Analysis

Droughts generally affect broad regions with drier than normal conditions. For the drought assessment, it is assumed the entire County is equally exposed to drought. According to the U.S Drought Monitor, St. Lucie County and its municipalities are expected to experience 9 to 10 weeks of drought per year based on the average weeks of annualized drought in the County from 2000 to 2022.

The map uses five categories to depict the location and intensity of drought: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1-D4).

Since 2000, the U.S. Drought Monitor has documented more than 560 drought events in St. Lucie County. The worst drought (D4 extreme) occurred from May 1, 2011 until October 2011. When compared with the rest of the nation, FEMA's National Risk Index rates the County's expected annual loss due to drought as "relatively moderate" with $1.3 million in projected annual losses (FEMA 2025). The National Risk Index forecasts an annualized frequency of 18 events per year based on historical data from 2000 to 2021. St. Lucie County's 2021 Unified Local Mitigation Strategy assesses future probability of drought as "high" based on past occurrences and the cyclical nature of drought in the County.

The impacts of drought can be difficult to measure because it affects many sectors of the local economy. Industries that rely on ecological health—such as agriculture, landscaping, recreation, and tourism—can experience impacts ranging from minor to severe. Impacts on agriculture in St. Lucie County includes hay, haylage, and livestock such as cattle and sheep. Droughts may result in reduced surface and groundwater availability. Water demand (particularly in industry sectors such as agriculture or hydropower), precipitation and runoff, groundwater withdrawals, and aquifer recharge may all be affected. Buildings and facilities are typically not considered vulnerable to drought conditions. However, drought conditions increase the risk of wildfires that can threaten buildings, homes and property (see Section 6.2.7).

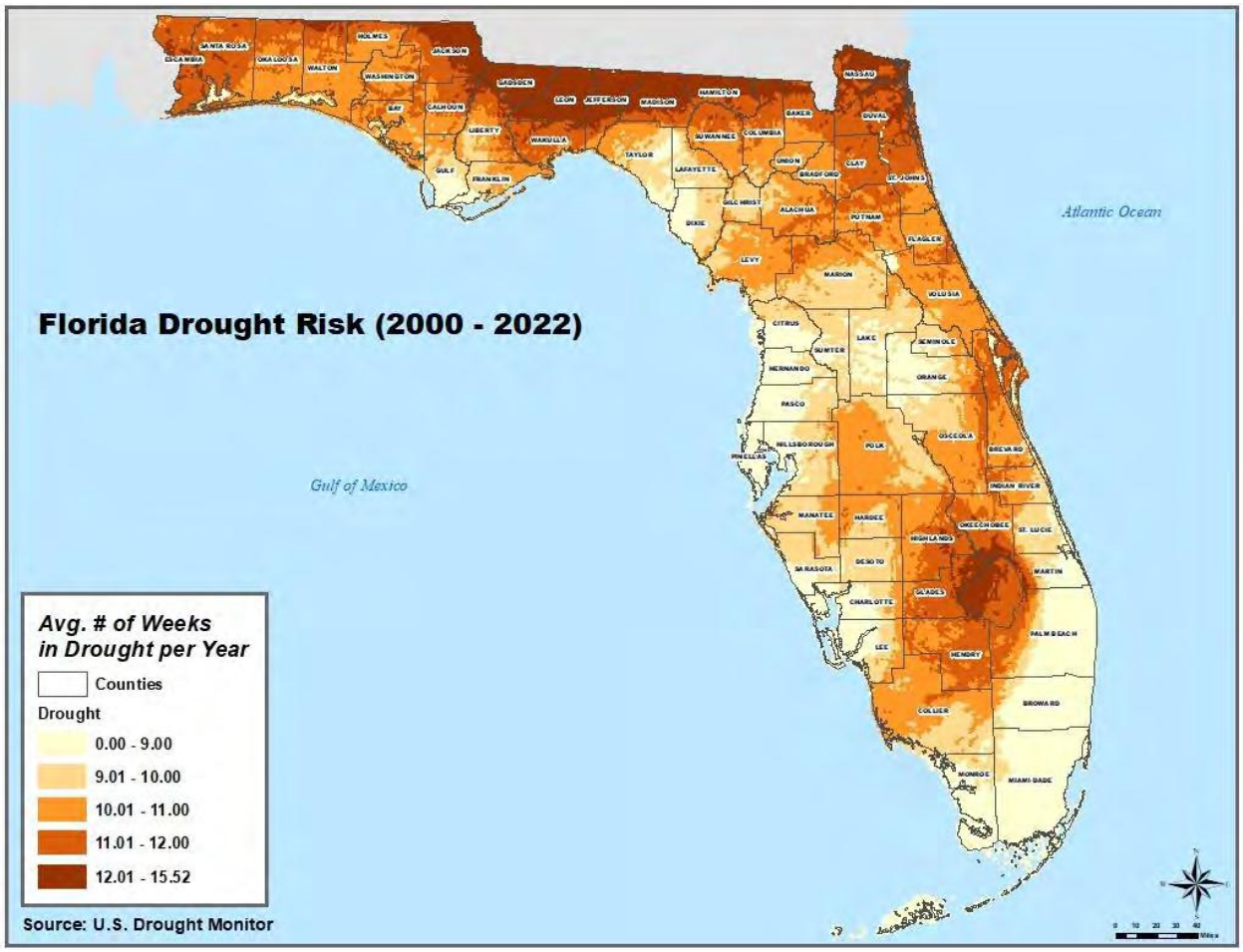


Figure 6-4. Average Number of Drought Weeks per Year 2000-2022

Category	Description	Possible Impacts
D0	Abnormally Dry	**Going into drought:** Short-term dryness slowing planting and growths of crops/pastures **Coming out of drought:** Some lingering water deficits; pastures/crops not fully recovered
D1	Moderate Drought	Some damage to crops/pastures Streams, reservoirs, or wells low, water shortages developing Voluntary water-use restrictions requested
D2	Severe Drought	Crop/pasture losses likely Water shortages common Water restrictions imposed
D3	Extreme Drough	Major crop-pasture losses Widespread water shortages or restrictions
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses Shortages of water in reservoirs, streams, and wells creating emergencies

Figure 6-5. U.S. Drought Monitor Drought Categories

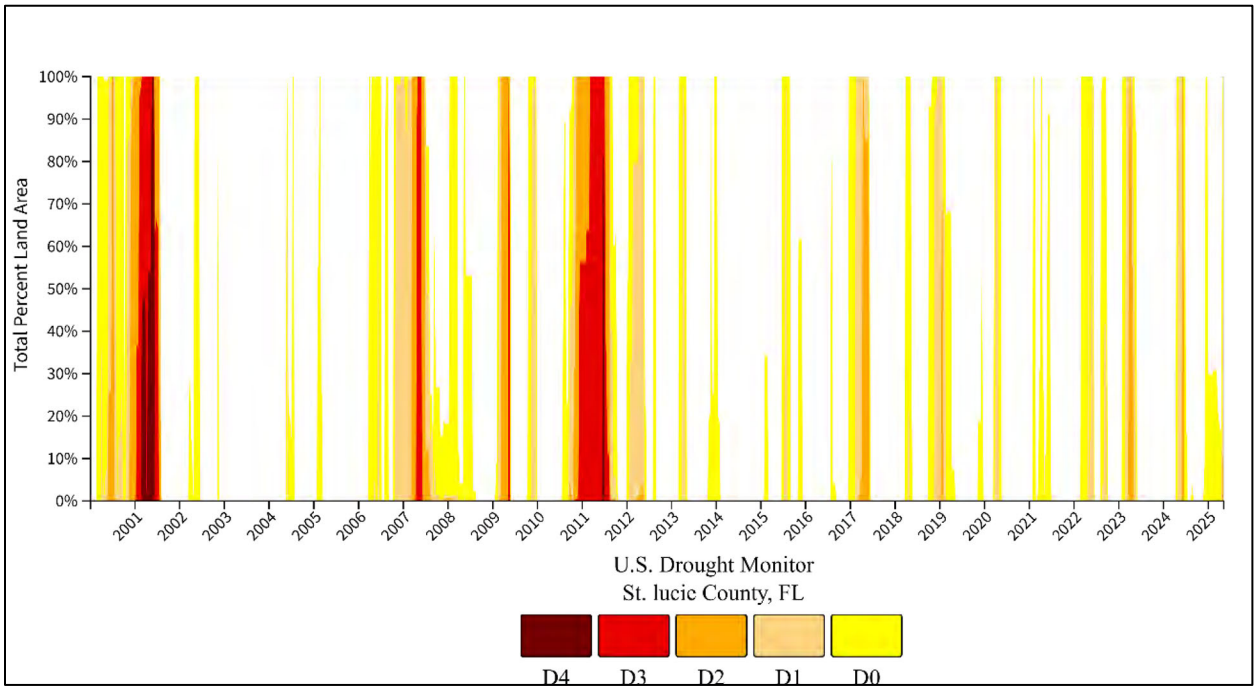


Figure 6-6. Historical Conditions for St. Lucie County 2000-2025

In addition to these economic and ecological impacts, drought conditions can also increase the risk of sinkhole formation. Although buildings and facilities are typically not considered vulnerable to drought conditions directly, the increased potential for sinkholes poses a secondary hazard to infrastructure. This risk is particularly relevant in areas with known karst geology, where even minor shifts in groundwater levels can lead to ground subsidence or collapse (Thompson Earth Systems Institute 2022). The geologic subdistrict known as the Green Ridge Loxahatchee Karst area, located in central and south St. Lucie County, is more prone to dissolution, forming sinkholes, springs, and underground conduits. This karst system typically allows rapid infiltration, with stormwater draining into the subsurface. However, if sinkholes clog or conduits become overloaded, drainage is impeded, and surface flooding can result. The complex, uneven underground drainage creates unpredictable flood patterns, sometimes causing flash flooding far from the rainfall source. In this subdistrict, the geology creates both rapid drainage routes and hidden flood risks when those pathways fail (see Part II: SLAMM Analysis) (Clearview Geographics LLC.).

6.2.2.2 Drought Sensitivity Analysis

St. Lucie County will continue to be exposed to droughts in the future, with drought events potentially becoming more severe and prolonged than in the past. By mid- to late-century, the County is expected to receive a minimal net increase in annual precipitation as it does today in both low- and high-emission scenarios (NOAA 2025b). Overall, the County and its municipalities are expected to experience higher temperatures year-round. As temperatures rise, the rate of soil moisture loss will accelerate, meaning the minimal increase in annual rainfall and shift in the dry season is unlikely to lessen the impacts of increased temperatures (NOAA 2022).

In early 2025, parts of Florida experienced the most severe drought in nearly a quarter-century. By May 2025,more than 84 percent of the state including SLC, was under dry conditions ranging from abnormally dry to extreme drought (Skinner 2025) (**Figure 6-7**).

During this event, the U.S Drought Monitor classified 49 percent of the county as “abnormally dry” (D0), 41 percent as “moderate drought” (D1), and 11 percent as “severe drought” (D2), totaling approximately 52 percent of the county in an active drought area (National Drought Mitigation Center 2025).

Over the previous 30 days of this drought event, precipitation across most of the County was 25 to 50 percent of the historical average, and zero to 25 percent in some areas, as compared to the same date range from 1991 to 2020 (**Figure 6-8**).

These conditions led to increased wildfire risks, with multiple brush fires reported across SLC and the broader Treasure Coast region. In tandem with the dry weather, more than 1,600 wildfires burned nearly 75,000 acres of land across South and Central Florida since the start of the year, according to Florida Forest Service wildfire data. The combination of below-average rainfall and higher-than-average temperatures strained local agriculture in St. Lucie County, particularly citrus groves that were already facing increased risk of citrus greening disease due to drought conditions.

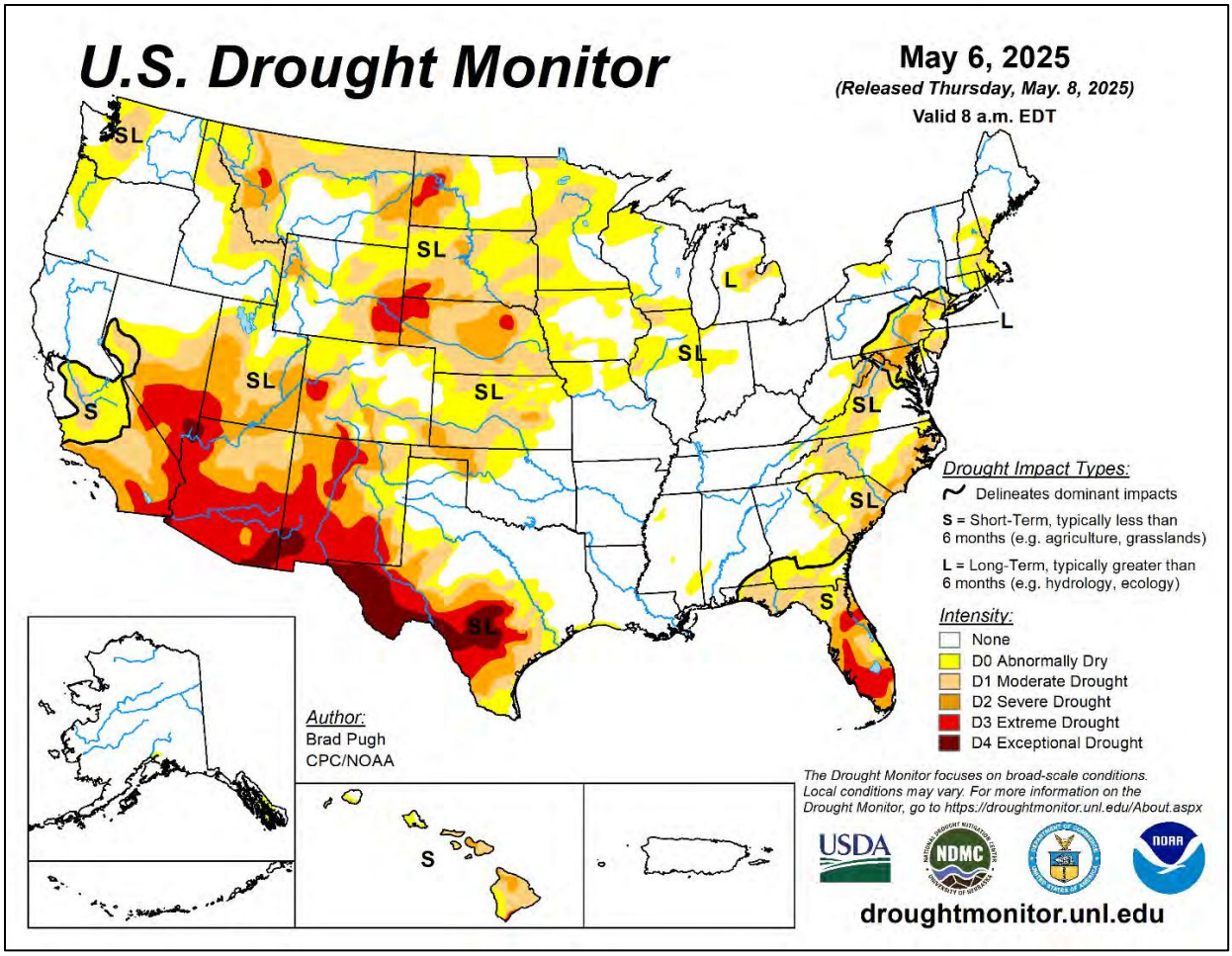


Figure 6-7. U.S. Drought Conditions May 2025

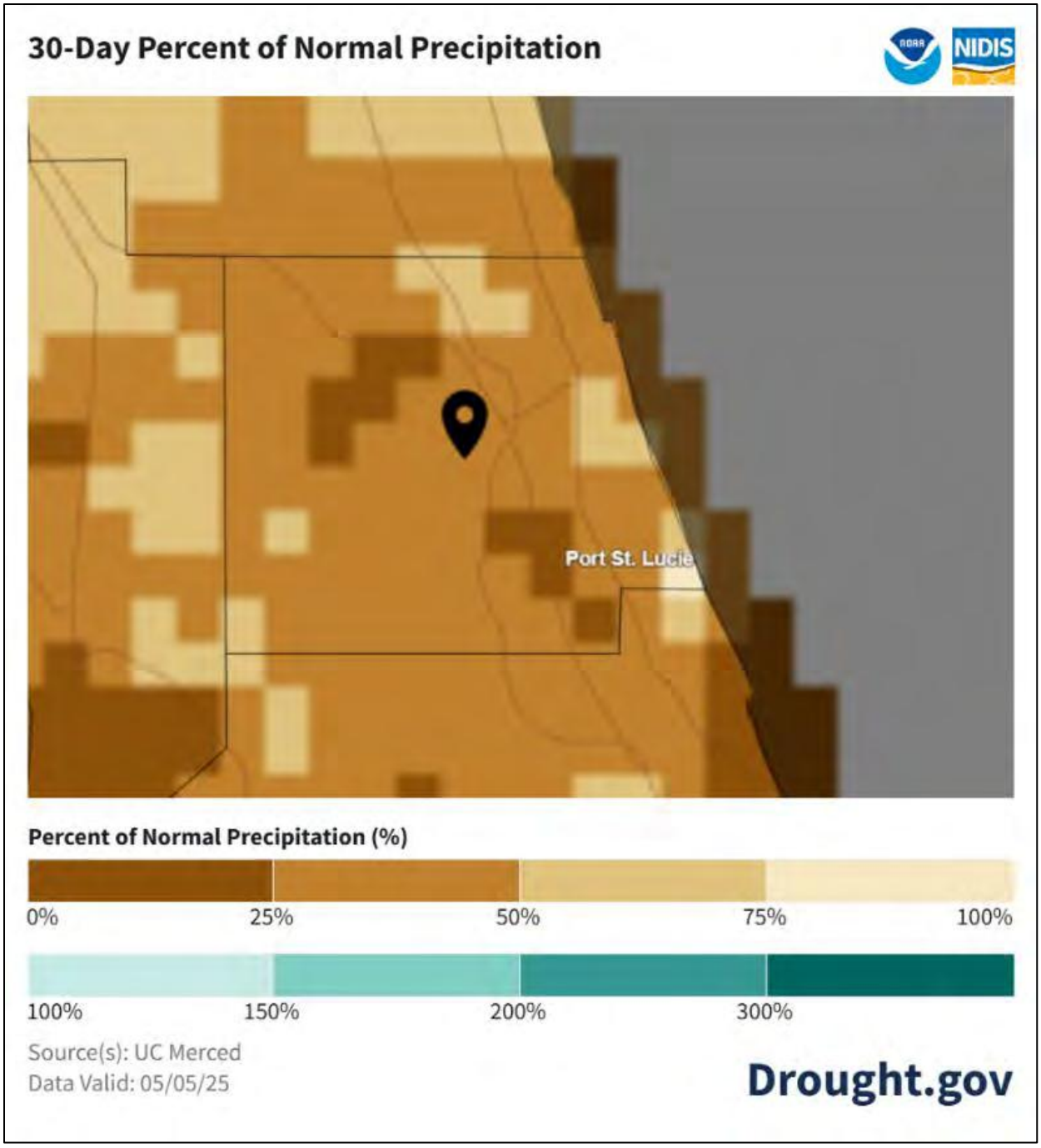


Figure 6-8. St. Lucie County 30-Day Precipitation April 2025

6.2.3 Extreme Heat

To evaluate exposure to extreme heat, the heat assessment used the average number of days per year that exceed 95°F in St Lucie County, in conjunction with areas that have historically experienced the urban heat island effect. Using the Trust for Public Land's Urban Heat Island Severity Index, assets were overlaid with the extreme heat hazard data (low, medium, and high). An area analysis was performed that identified the total acreage exposed to the extreme heat hazard.

6.2.3.1 Extreme Heat Exposure Analysis

Florida is known for its high humidity and heat, which combine to affect its population. Due to its proximity to large water bodies and wetlands, Florida typically experiences fewer days than other states where the temperature reaches 95 ° F or greater. However, that proximity also increases the humidity. As the air temperature warms, water is evaporated into the atmosphere, causing a rise in humidity, average rainfall, and the frequency of heavy rainstorms in many places (Florida Enhanced State Hazard Mitigation Plan 2023). The heat index, also known as the 'apparent temperature' is a measure of the actual temperature as felt by the human body. A high heat index decreases the body's ability to dissipate heat, which can lead to heat exhaustion, heat stroke, dehydration and cardiovascular and nervous systems impacts.

In Florida, the average air temperature has increased over 2°F since the beginning of the twentieth century (Runkle et al. 2022). Seventy years from now, most of the state is likely to experience 45 to 90 days per year with temperatures above 95°F, compared to less than 15 days per year today. In addition, Florida's summer heat index is expected to experience the largest increase in the United States with an increase of 8°F to 15°F (Runkle et al. 2022).

The urban heat island effect further compounds this issue in many densely populated areas of the County with high amounts of impervious surface as compared to outlying areas. These surfaces absorb and re-emit the sun's heat into the atmosphere, increasing localized temperatures. In contrast, vegetated and natural areas re-emit less heat and provide more shade (EPA 2023) reducing the heat island effect.

The National Centers for Environmental Information (NCEI) reports that the average annual temperature across the contiguous U.S. in 2024 was 55.5 degrees Fahrenheit, 3.5 degrees above the 20th-century average, ranking as the nation's warmest year in NOAA's 130-year climate record (NOAA 2025).

Future Climate Indicators

Indicator	Modeled History (1976 - 2005)	Early Century (2015 - 2044)		Mid Century (2035 - 2064)		Late Century (2070 - 2099)	
		Lower Emissions	Higher Emissions	Lower Emissions	Higher Emissions	Lower Emissions	Higher Emissions
	Min - Max	Min - Max	Min - Max	Min - Max	Min - Max	Min - Max	Min - Max
Temperature thresholds:							
Annual days with maximum temperature > 90°F	60 days 60 - 72	119 days 77 - 150	124 days 89 - 143	138 days 92 - 169	154 days 116 - 182	157 days 113 - 186	201 days 155 - 235
Annual days with maximum temperature > 95°F	2 days 1 - 3	17 days 2 - 42	21 days 5 - 39	33 days 7 - 72	53 days 15 - 98	56 days 10 - 97	121 days 51 - 163
Annual days with maximum temperature > 100°F	0 days 0 - 0	0 days 0 - 1	0 days 0 - 1	1 days 0 - 5	2 days 0 - 10	3 days 0 - 5	26 days 3 - 85
Annual days with maximum temperature > 105°F	0 days 0 - 0	0 days 0 - 0	0 days 0 - 0	0 days 0 - 0	0 days 0 - 0	0 days 0 - 0	1 days 0 - 7
Annual temperature:							
Annual single highest maximum temperature °F	96 °F 95 - 96	98 °F 96 - 100	98 °F 96 - 100	99 °F 97 - 101	100 °F 98 - 102	100 °F 97 - 102	104 °F 101 - 107
Annual highest maximum temperature averaged over a 5-day period °F	93 °F 93 - 94	96 °F 94 - 97	96 °F 94 - 97	97 °F 95 - 99	98 °F 96 - 100	98 °F 95 - 100	101 °F 98 - 104
Cooling degree days (CDD)	3405 degree-days 3294 - 3542	4,086 degree-days 3,622 - 4,708	4,147 degree-days 3,735 - 4,518	4,402 degree-days 3,781 - 5,072	4,701 degree-days 4,058 - 5,183	4,746 degree-days 4,053 - 5,364	5,710 degree-days 4,777 - 6,499

N/A = Data Not Available for the selected area

Source: (NOAA n.d.)

Figure 6-9. St. Lucie County Extreme Heat Days Through 2099

This 'extreme heat' assessment evaluates the change in the average annual number of days that reached or exceeded 95°F from the present day up to 2099 in St. Lucie County, based on relatively low carbon emissions (RCP 4.5) and relatively high (RCP 8.5) carbon emission scenarios. The Lower Emissions Scenario, RCP 4.5, is a possible future in which heat-trapping emissions are drastically reduced by 2040. The Higher Emissions Scenario, RCP 8.5, is a possible future in which emissions continue to trend higher throughout this century.

As maximum and minimum temperatures rise, so does the possibility of extreme heat events and urban heat islands. Over the next 65 years, these patterns in SLC are expected to intensify due to projected future conditions.

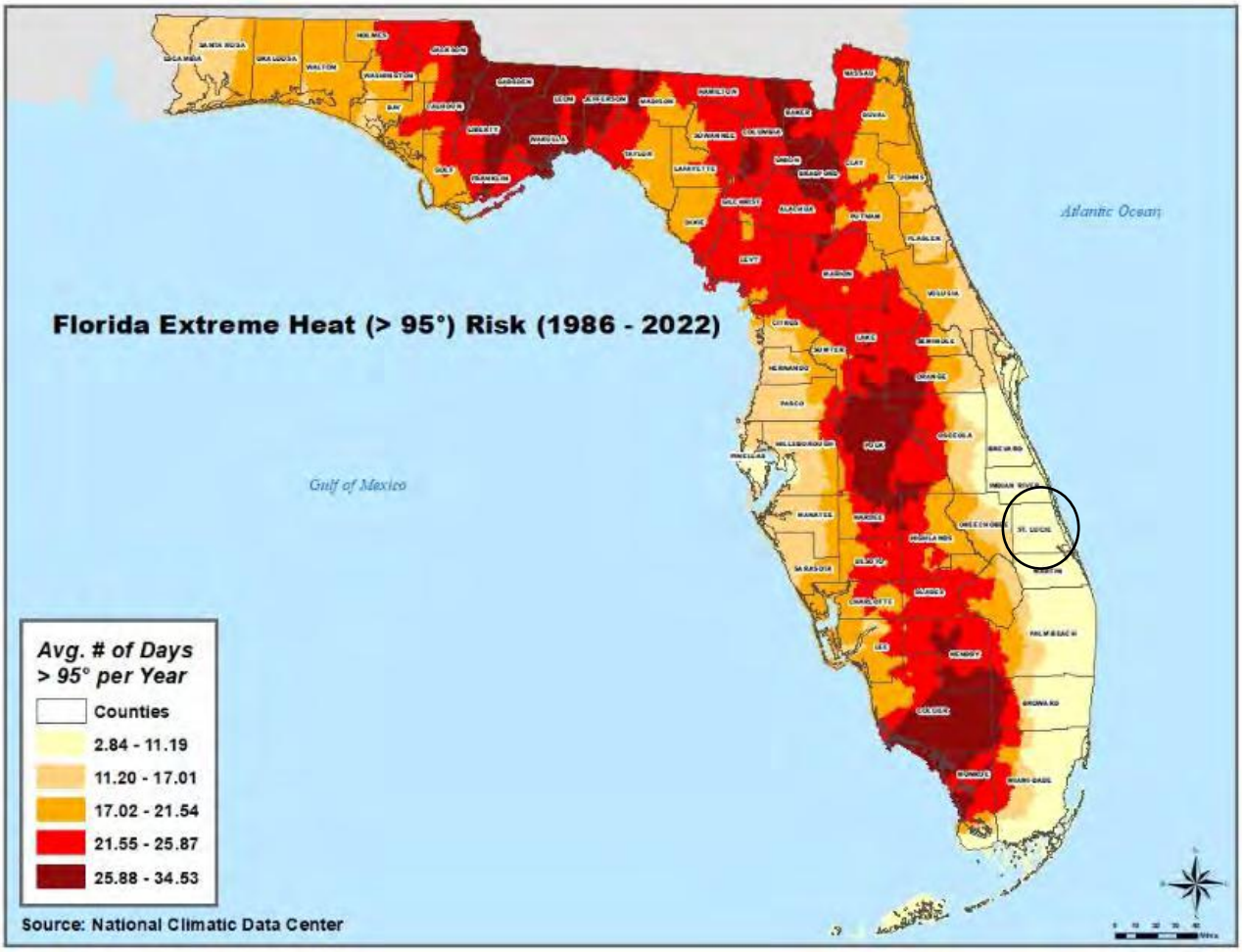
As shown in **Figure 6-9**, the County experienced less than 3 days each year in which maximum temperatures reached or exceeded 95°F. Projections for the early 21st century, through 2044, jump from an average of 2 days in the modeled history (1976-2005) to 17 days in the lower emissions scenario and 21 days in the higher emissions scenario. By the late century, 2070-2099, the average number of annual days with maximum temperatures above 95°F is projected to increase to 56 days and 121 days in the respective scenarios.

Land, Assets and Population Exposure

Land Exposure

All of St. Lucie County and its municipalities are exposed to extreme heat, but certain topographies and development patterns increase the likelihood of urban heat islands. An urban heat island is an area with a high ratio of impervious surfaces (such as buildings and roadways) relative to green spaces. These locations usually experience higher maximum daytime temperatures and less nighttime cooling, effectively becoming isolated areas (e.g., "islands") of temperatures that are several degrees hotter than other areas.

According to the Florida Department of Transportation's 2018 Florida Population Growth report, roughly 88 percent of Florida's population resides in urban areas (FDOT 2019). The Florida Extreme Heat Risk Map, as displayed in **Figure 6-10**, shows the average number of days with temperatures above 95 degrees each year. Even though there are large concentrations of urban areas along the coast, proximity to the ocean generally keeps these areas cooler than the more interior regions of Florida (Florida Division of Emergency Management 2023).



Please note: St. Lucie County indicated by black circle.

Figure 6-10. Florida Extreme Heat Risk Map

To evaluate exposure to extreme heat, the heat assessment identified areas in the County that have historically experienced urban heat island effects. Using the Trust for Public Land's Urban Heat Island Severity Index, assets were overlaid with the extreme heat hazard data. The purpose of this layer is to show where certain areas of cities are hotter than the average temperature for that same city as a whole. This 30-meter raster was derived from Landsat 8 imagery band 10 (ground-level thermal sensor) from the summer of 2023 (The Trust for Public Land 2024). An area analysis was performed that identified the total acreage of the County exposed to the extreme heat hazard (Figure 6-11). For the purposes of these analyses the Urban Heat Island Severity Index rankings, 1 (mild) to 5 (severe), we categorized as low (1 or mild), medium (2 or mild to moderate, 3 or moderate) and high (5 or severe).

As shown in **Table 6-1**, approximately 63,200 acres of the entire County are considered exposed to extreme heat, representing 17 percent of the total land area. The data and maps associated with the extreme heat hazard should be used as a reference and for planning purposes only.

Table 6-1. Land Area Exposure to Extreme Heat

Jurisdiction	Total Land Area (Acres)	Land Area (Acres) Exposed to Extreme Heat					
		Low	Percent of Total	Medium	Percent of Total	High	Percent of Total
Fort Pierce (C)	15,663.3	2,659.9	17.0%	7,897.5	50.4%	81.8	0.5%
Port St. Lucie (C)	75,850.8	14,301.1	18.9%	28,868.9	38.1%	8.2	<0.1%
St. Lucie Village (T)	524.0	51.6	9.8%	105.5	20.1%	15.8	3.0%
Unincorporated St. Lucie County	274,265.0	4,379.3	1.6%	4,861.0	1.8%	169.5	0.1%
St. Lucie County (Total)	**366,303.2**	**21,391.9**	**5.8%**	**41,732.9**	**11.4%**	**275.3**	**0.1%**

Unincorporated St. Lucie County primarily consists of relatively undeveloped rural land, natural vegetation, wetlands and surface waters, leading to minimal exposure from extreme heat, with just 3.4 percent exposure across all scenarios, with about 2 percent under medium-level extreme heat **Figure 6-11**.

Nearly 70 percent of Fort Pierce's total land mass is exposed to extreme heat across all scenarios, with about 50 percent ranked as medium-level extreme heat as visualized in orange in **Figure 6-12**.

Approximately 56 percent of Port St. Lucie's total land cover (43,178 of 75,850 acres) is exposed to extreme heat across all scenarios, with 38 percent ranked as medium-level extreme heat. (**Figure 6-13**).

About 32 percent of St. Lucie Village's total land mass is exposed to extreme heat across all scenarios, with 20 percent ranked as medium-level extreme heat (**Figure 6-14**).

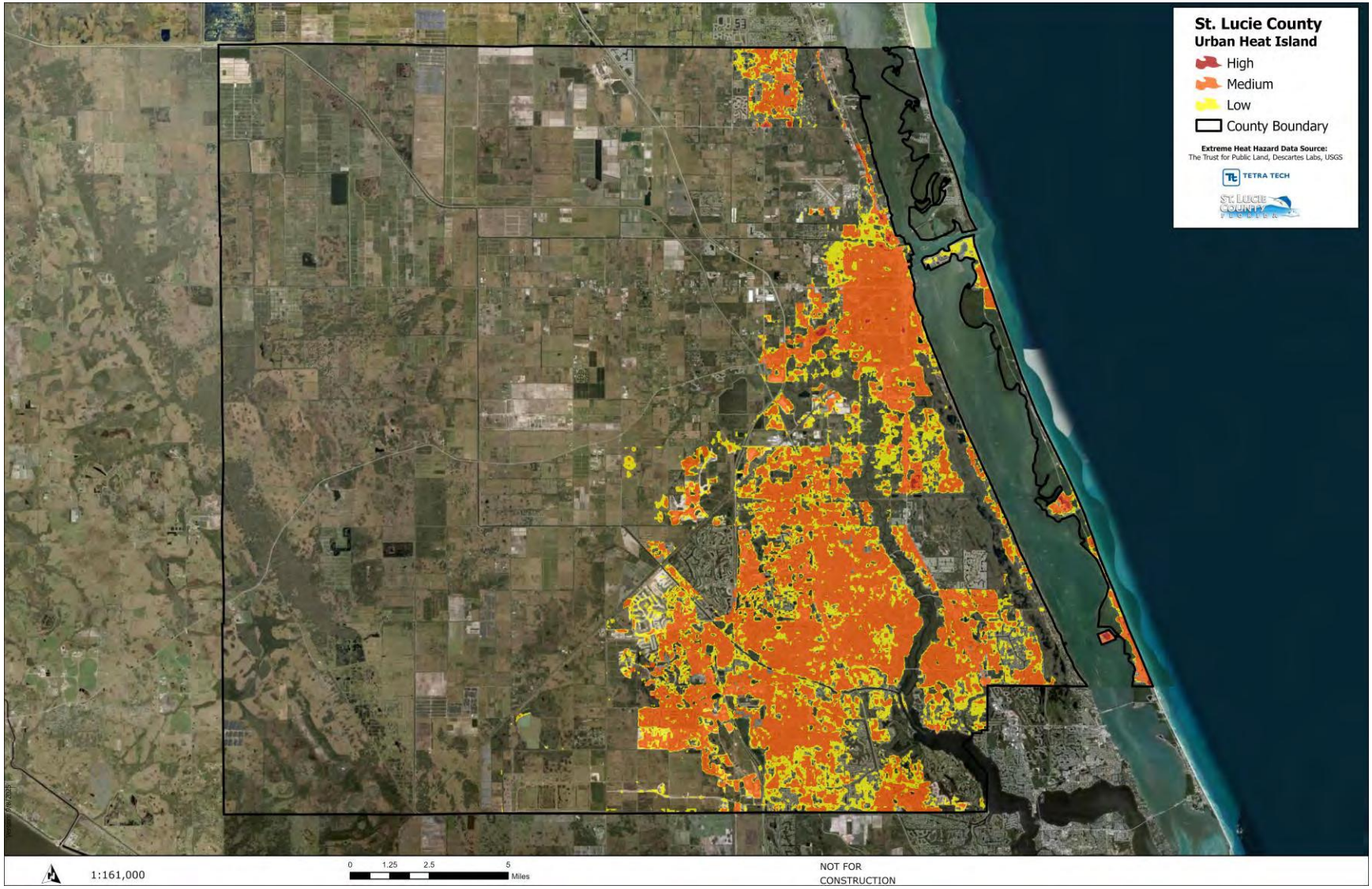


Figure 6-11. St. Lucie County Extreme Heat Hazard Area

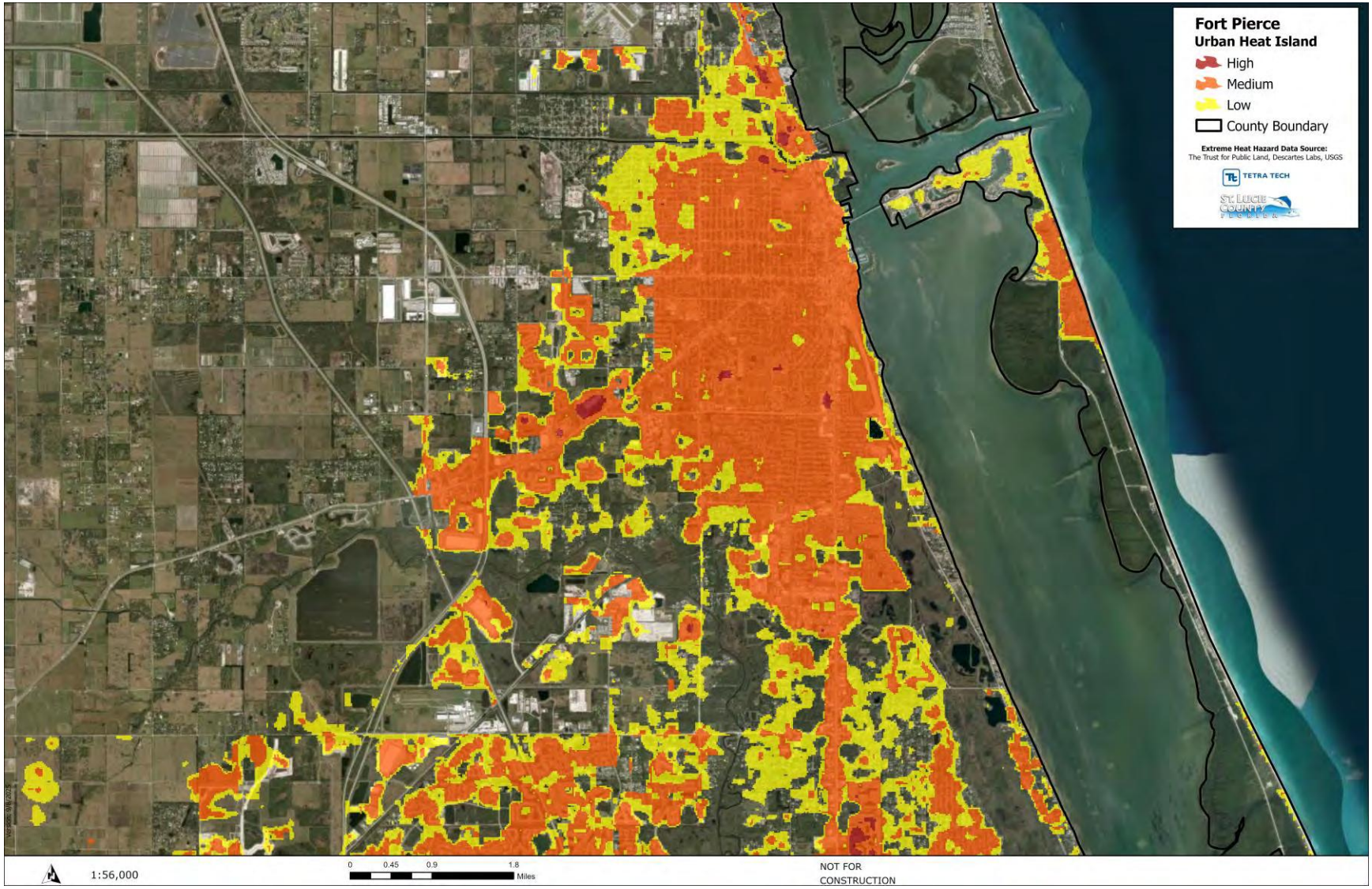


Figure 6-12. Fort Pierce Extreme Heat Hazard Area

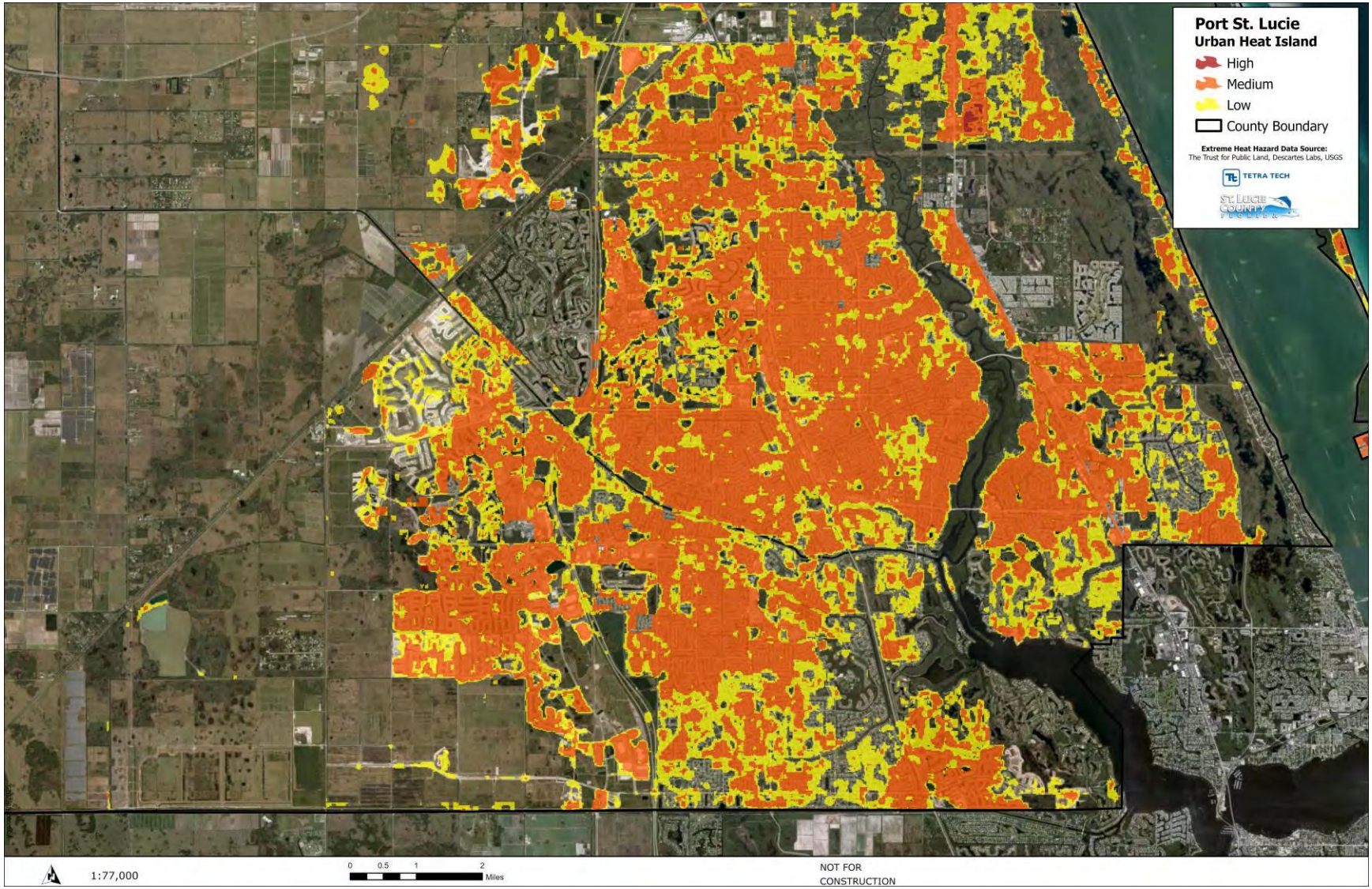


Figure 6-13. Port St. Lucie Extreme Heat Hazard Area

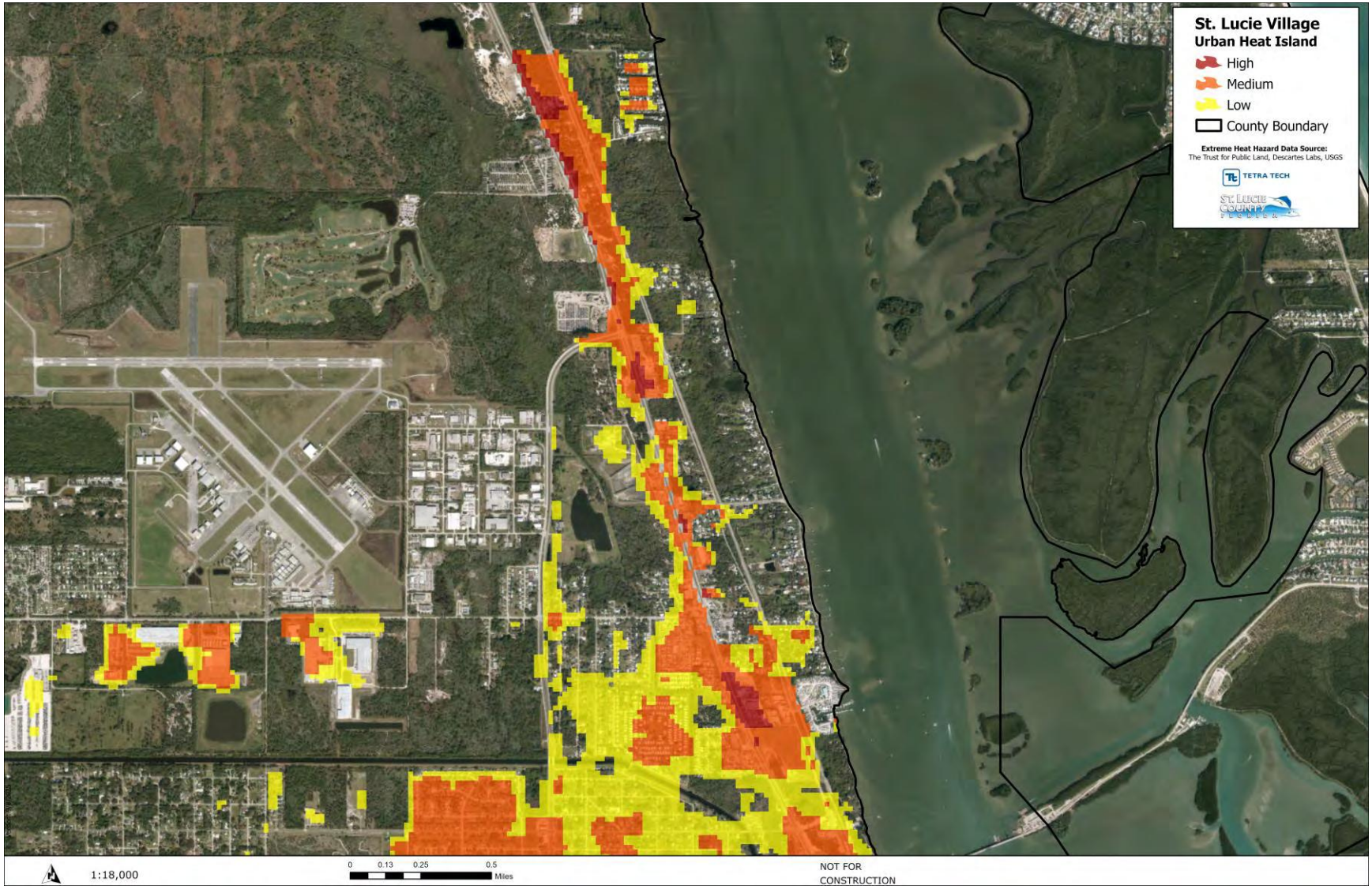


Figure 6-14. St. Lucie Village Extreme Heat Hazard Area

Asset Exposure

Although facilities themselves are not typically vulnerable to extreme heat, the areas or regions that the facilities are in may be susceptible to extreme heat. Additionally, the efficiency at which a building operates may be affected if the building is in an area vulnerable to extreme heat. For example, extreme heat conditions can result in less efficient cooling systems or systems that must run constantly to effectively cool a building. This can lead to utility failure and energy infrastructure disruption.

Extreme heat can also have serious implications for transportation infrastructure, particularly roadways. High temperatures cause asphalt to soften and deform, leading to rutting, cracking, and pothole formation, especially under the weight of heavy vehicles. When temperatures reach around 100°F, road surface temperatures can exceed 140°F, causing the bitumen in asphalt to become pliable and sticky. This not only increases maintenance costs but also creates safety hazards such as reduced tire grip and vehicle instability. In some cases, roads can become buckled or melted, requiring emergency repairs and temporary closures.

Assets that intersected the extreme heat hazard area are considered exposed. The analysis determined the extent (in miles) of shoreline, the extent (in acreage) of critical asset areas, count of critical assets and population, and land area affected by the extreme heat hazard.

As shown in **Table 6-3**, 27,211 critical assets countywide were assessed. Roughly 14 percent are classified as low exposure, 47 percent as medium exposure, and 0.9 percent as high exposure to extreme heat. A total of 945 Critical Community and Emergency Facilities assets, or 70.3 percent, and 15,837 Critical Infrastructure assets, or 67.5 percent, are classified as medium extreme heat exposure.

A total of 18,654 critical assets in the City of Fort Pierce were assessed for exposure to extreme heat. Of these approximately 11 percent are classified as low exposure, 76 percent as medium exposure, and 0.88 percent as high exposure to extreme heat across all asset categories. The largest total number of assets exposed are Critical Infrastructure; nearly 14,000 of these assets are exposed in the medium extreme heat scenario.

A total of 805 critical assets in the City of Port St. Lucie were assessed. Of these, approximately 26 percent are classified as low exposure, 47 percent as medium exposure, and zero percent as high exposure to extreme heat across all asset categories. The largest total number (250) of assets assessed in Port St. Lucie are Critical Community and Emergency Facilities facing medium extreme heat exposure.

The Town of St. Lucie Village includes 445 critical assets analyzed for extreme heat exposure. Approximately 44 percent are classified as low exposure, 25 percent as medium exposure and 1.28 percent as high exposure to extreme heat across all asset categories. A total of 138 Critical Infrastructure assets are exposed to medium extreme heat.

In the unincorporated areas of the County 7,307 critical assets are included in this analysis. Approximately 9 percent are classified as low exposure, 52 percent as medium exposure and 0.78 percent as high exposure to extreme heat. A total of 1,558 Critical Infrastructure assets face medium extreme heat exposure.

Table 6-2. Number of Critical Assets Exposed to Extreme Heat

Jurisdiction	Critical Asset Category	Total Critical Assets Evaluated	Number of Critical Assets Exposed to Extreme Heat					
			Low	% of Total	Medium	% of Total	High	% of Total
Fort Pierce (C)	Critical Community and Emergency Facilities	714	26	3.6%	641	89.8%	23	3.2%
	Critical Infrastructure	17,152	2,069	12.1%	13,989	81.6%	37	0.2%
	Natural, Cultural, and Historic Resources	761	64	8.4%	589	77.4%	1	0.1%
	Transportation and Evacuation Routes	27	5	18.5%	15	55.6%	0	0.0%
Port St. Lucie (C)	Critical Community and Emergency Facilities	343	61	17.8%	250	72.9%	0	0.0%
	Critical Infrastructure	275	55	20.0%	152	55.3%	0	0.0%
	Natural, Cultural, and Historic Resources	124	24	19.4%	54	43.5%	0	0.0%
	Transportation and Evacuation Routes	63	29	46.0%	10	15.9%	0	0.0%
St. Lucie Village (T)	Critical Community and Emergency Facilities	5	3	60.0%	1	20.0%	0	0.0%
	Critical Infrastructure	435	75	17.2%	138	31.7%	22	5.1%
	Natural, Cultural, and Historic Resources	4	0	0.0%	2	50.0%	0	0.0%
	Transportation and Evacuation Routes	1	1	100.0%	0	0.0%	0	0.0%
Unincorporated St. Lucie County	Critical Community and Emergency Facilities	283	26	9.2%	53	18.7%	6	2.1%
	Critical Infrastructure	5,595	1,192	21.3%	1,558	27.8%	57	1.0%
	Natural, Cultural, and Historic Resources	1,373	45	3.3%	31	2.3%	0	0.0%
	Transportation and Evacuation Routes	56	2	3.6%	2	3.6%	0	0.0%
St. Lucie County (Total)	**Critical Community and Emergency Facilities**	**1,345**	**116**	**8.6%**	**945**	**70.3%**	**29**	**2.2%**
	Critical Infrastructure	**23,457**	**3,391**	**14.5%**	**15,837**	**67.5%**	**116**	**0.5%**
	Natural, Cultural, and Historic Resources	**2,262**	**133**	**5.9%**	**676**	**29.9%**	**1**	**<0.1%**
	Transportation and Evacuation Routes	**147**	**37**	**25.2%**	**27**	**18.4%**	**0**	**0.0%**

As shown in **Table 6-3**, 42.5 percent of the countywide transportation route miles are exposed, and 29 percent of countywide critical infrastructure asset miles—referring to other linear systems—are exposed to extreme heat.

Table 6-3. Total Miles of Critical Linear Assets Exposed to Extreme Heat

Jurisdiction	Critical Infrastructure Miles				Transportation Route Miles			
	Total	Low – % of Total	Medium - % of Total	High - % of Total	Total	Low - % of Total	Medium - % of Total	High - % of Total
Fort Pierce (C)	53.9	14.4%	56.6%	0.0%	52.6	15.5%	74.0%	0.2%
Port St. Lucie (C)	99.4	15.2%	23.2%	0.0%	133.7	23.1%	51.2%	0.0%
St. Lucie Village (T)	2.2	1.6%	67.0%	29.0%	2.1	22.2%	36.1%	0.55
Unincorporated St. Lucie Co.	169.3	2.8%	5.7%	.8%	271.1	6.0%	10.8%	0.7%
St. Lucie County (Total)	**324.8**	**8.5%**	**19.9%**	**0.6%**	**459.4**	**12.2%**	**29.9%**	**0.4%**

Population Exposure

Florida has the highest rate of heat-related illness (ranging from heat rash to exhaustion to heat stroke) and the 6th highest rate of heat-related deaths in the United States; an estimated 150 Florida residents died due to heat-related illness between 2017 and 2021. Between 2018 and 2022, Florida recorded over 26,000 emergency room visits and nearly 5,000 hospitalizations due to heat-related illnesses (Tsoukalas and Sela 2024). The prevalence of HRI is likely underestimated, especially among working people who fear retaliation or lack of meaningful follow-through if they report to their supervisors (e.g., immigrants and temporary workers). This is concerning because once someone experiences a heat-related incident, their body's ability to tolerate heat is often significantly reduced, making repeat heat-related illness even more likely (Tsoukalas and Sela 2024).

HRI also hurts businesses and the economy by reducing labor productivity. For example, at 77degrees Fahrenheit with 30 percent humidity, the average person can work at 95 percent capacity; at 95 degrees Fahrenheit with 50 percent humidity, work capacity drops to 68 percent. In Florida, two of the top three outdoor jobs are key drivers of its economy — construction along with amusement and recreation. Due to heat-related illness, Florida loses an estimated $11 billion annually in productivity (Tsoukalas and Sela 2024).

Extreme heat events can also result in local or regional health and medical systems becoming overloaded. Energy systems and power grids may also exceed capacity, making electricity availability unreliable for air conditioning and refrigeration of food and medications. Finally, heatwaves can cause more instances of unrest and conflict which increases the need for law enforcement resources and emergency services (Florida Division of Emergency Management 2023).

As shown in **Table 6-4**, about 215,000 total residents, or 63 percent of people living in St. Lucie County, its jurisdictions, and unincorporated areas, are exposed to extreme heat.

Table 6-4. Population Exposure to Extreme Heat

Jurisdiction	Total Population	# Low	% of Total	# Medium	% of Total	# High	% of Total
Fort Pierce (C)	48,094	4,992	10.4%	29,245	60.8%	260	0.5%
Port St. Lucie (C)	220,453	46,012	20.9%	112,051	50.8%	7	<0.1%
St. Lucie Village (T)	818	45	5.5%	71	8.7%	18	2.2%
Unincorporated St. Lucie County	76,872	9,823	12.8%	12,613	16.4%	345	0.4%
St. Lucie County (Total)	**346,237**	**60,872**	**17.6%**	**153,980**	**44.5%**	**630**	**0.2%**

As shown in **Table 6-5**, the largest portion (54.1 percent) of low to moderate income residents throughout SLC are exposed to medium level extreme heat.

The City of Fort Pierce has the largest share of LMI residents across all exposure levels in both the total number and percentage; with nearly 39,000 people, or 81 percent of the total population of the City. A total of 74 percent of LMI residents, or nearly 29,000 people, are exposed to medium level extreme heat.

The City of Port St. Lucie has around 4,000 LMI residents, of which about 62 percent, or 2,382 people are exposed to medium level extreme heat.

St. Lucie Village has 132 LMI residents, of which about 30 percent or 39 people are exposed to medium-level extreme heat.

Unincorporated St. Lucie County has about 22,000 low to moderate income residents, of which 17.6 percent or 3,883 are exposed to medium level extreme heat.

Table 6-5. LMI Population Exposure to Extreme Heat

Jurisdiction	# of Low to Moderate Income (LMI) Population	# Low	% of LMI	# Medium	% of LMI	# High	% of LMI
Fort Pierce (C)	38,933	4,517	11.6%	28,824	74.0%	255	0.7%
Port St. Lucie (C)	3,853	650	16.9%	2,382	61.8%	0	0.0%
St. Lucie Village (T)	132	30	22.7%	39	29.5%	14	10.6%
Unincorporated St. Lucie County	22,063	3,509	15.9%	3,883	17.6%	68	0.3%
St. Lucie County (Total)	**64,981**	**8,706**	**13.4%**	**35,128**	**54.1%**	**337**	**0.5%**

6.2.3.2 Extreme Heat Sensitivity Analysis

Extreme heat events can affect anyone, but a broad range of the population has increased susceptibility to heat-related illness, including the elderly, children and infants, people with chronic illnesses or disabilities, low-income households, and people who are unhoused. In addition, jobs that require outdoor work or are in high-heat conditions pose more risk to heat related complications. For example, according to the U.S. Bureau of Labor Statistics, 490,710 Floridians work in outdoor-dominant professions. Among these, construction, landscaping, and amusement / recreation are the top outdoor industries in the state. Men are three times more likely to suffer from heat-related

incidents at work than women; and people under 30 are twice as likely to experience HRI than older working people (Tsoukalas and Sela 2024). In addition, compelling data suggests that people with minimum- and other low-wage jobs are particularly prone to HRI. The Institute of Labor Economics finds that working people in the bottom 20 percent of wages suffer five times as many heat-related injuries as those in the highest 20 percent. This is partly because those working in lower-wage jobs may lack other opportunities and job prospects, giving them less negotiating power for additional safety measures to be implemented (Tsoukalas and Sela 2024).

6.2.4 Inland Flooding

The heart of St. Lucie County's natural infrastructure lies in its extensive wetland networks. Mangrove forests excel at stabilizing shorelines along inland waterways while providing essential nursery habitat for fisheries. The marsh system, comprising transitional, regular, and irregular flooding zones, creates a dynamic buffer that naturally adapts to changing water levels. These wetlands show promising adaptation potential through vertical accretion and inland migration given sufficient time to transform naturally or using some form of artificial augmentation. Freshwater-dependent ecosystems face increasing stress from saltwater intrusion and changing rainfall patterns. Preservation of these inland natural ecosystems is crucial for natural flood protection and maintaining water quality and availability for inland communities.

Inland flood used scenarios for 100- and 25-year events under 2040 and 2070 timelines, based on rainfall and other change factors. Rainfall-induced flooding was examined using the SFWMD standard rainfall distribution for four 24-hour events, and NOAA Atlas 14 precipitation. Future rainfall precipitation change factors were derived from the SFWMD and U.S. Geological Survey and applied appropriately. A HEC-RAS (Hydrologic Engineering Center – River Analysis System) rain-on-grid modeling approach was integrated with SLC Light Detection and Ranging (LiDAR) elevation data. The HEC-RAS model was developed to estimate depth of ponding due to heavy rainfall events. It did not evaluate riverine flooding or account for culverts and other stormwater infrastructure.

The HEC-HMS (Hydrologic Engineering Center – Hydrologic Modeling System) model was used to develop the precipitation file for the HEC-RAS model. The HEC-HMS model was prepared to simulate nine design storms representing 2040 rainfall patterns and 2070 rainfall depths both evaluated for 100- and 25-year return interval, 24-hour design storms.

Rainfall depths representing each 24-hour hypothetical storm event were taken from NOAA Atlas 14 annual maximum series to represent rainfall patterns (NOAA 2023a). Zonal statistics were calculated for the two-dimensional flow area from the Atlas 14 rasters and the mean rainfall depth was used. Future 2070 rainfall depths were computed using the current depths and the multiplier published in Technical Memorandum: Adoption of Future Extreme Rainfall Change Factors for Flood Resiliency Planning in South Florida (SFWMD 2022).

6.2.4.1 Inland Flooding Exposure Analysis

NOAA Atlas 14 utilizes two primary methods for analyzing precipitation frequency: the Annual Maximum Series (AMS) and the Partial Duration Series (PDS). The AMS method involves selecting the single largest precipitation event for each year and is a simplified analysis based on one event per

year. **Table 6-6** includes precipitation estimates, in inches, for varying recurrence intervals utilizing the AMS approach. For infrastructure projects where the focus is on the most extreme events (e.g., dam spillways) AMS-based estimates are typically sufficient.

Table 6-6. Atlas 14 AMS-based Precipitation Estimates

Hypothetical Storm Event	Current Atlas 14 Mean Rainfall Depth (inches) – 24-hour duration	Current Atlas 14 Mean Rainfall Depth (inches) – 72-hour duration
100-year	13.3	15.1
25-year	9.86	11.3

The PDS method includes all precipitation events that exceed a specific threshold, regardless of how many events occurred in a single year. Since it includes multiple events per year, this method offers a more comprehensive view of precipitation extremes. In scenarios where understanding the frequency of multiple significant events within a year is critical (e.g., urban drainage systems) PDS-based analyses may offer more detailed insights. Estimates using the PDS approach resulted in nearly identical outputs (NOAA 2025d)

Land Exposure

Inland flooding refers to flooding driven by rainfall that cannot be absorbed by the soil or transported by existing drainage systems or natural features. Extreme rainfall occurs when precipitation amounts experienced by a region are more intense and prolonged than average. In low-lying areas, this phenomenon often results in flash flooding, overwhelming stormwater management systems and leading to widespread damage to many types of infrastructure. The asset types that may be impacted can include roads, bridges and buildings, as well as homes and businesses. Extreme rainfall can interrupt essential services and transportation networks. While SLC can experience rainfall anywhere, not all areas are equally vulnerable to inland flooding, due to variations in elevation, drainage capacities of physical and natural systems, and existing waterbodies and streamflow patterns.

Sea level rise, as well as storm surge, impact inland areas where rivers, creeks and canals are connected to the coast and whose capacity is thereby tidally influenced. Two NOAA sea level projections were used for future inland flood analysis: NOAA Intermediate Low (NIL) and NOAA Intermediate High (NIH). **Table 6-7** provides an overview of flooding that results from extreme precipitation with volumes equal to 25- and 100-year rainfall events in the present day and under future conditions in 2040, 2070, and 2100. **Figure 6-15**, **Figure 6-16**, **Figure 6-17**, and **Figure 6-18** show two present day scenarios and two 2070 scenarios – precipitation volumes equal to a 100-year rainfall event at NOAA Intermediate Low and Intermediate High projections.

Table 6-7. Inland Flooding Mean Inundation Depth

Timescale	Scenario		Mean Inundation (inches)	Maximum Inundation (inches)
Present Day	--	25-Year 24-Hour	11.52	164.28
Present Day	--	100-Year 24-Hour	14.4	278.76
2040	NIL	25-Year 24-Hour	12.48	271.32
2040	NIL	100-Year 24-Hour	15.72	280.8
2040	NIH	25-Year 24-Hour	12.72	279.96

Timescale	Scenario		Mean Inundation (inches)	Maximum Inundation (inches)
2040	NIH	100-Year 24-Hour	15.96	289.44
2070	NIL	25-Year 24-Hour	12.96	279.36
2070	NIL	100-Year 24-Hour	16.68	289.32
2070	NIH	25-Year 24-Hour	13.92	303.72
2070	NIH	100-Year 24-Hour	17.52	313.68
2100	NIL	25-Year 24-Hour	13.32	286.44
2100	NIL	100-Year 24-Hour	18	297.72
2100	NIH	25-Year 24-Hour	15.72	337.2
2100	NIH	100-Year 24-Hour	20.04	348.48

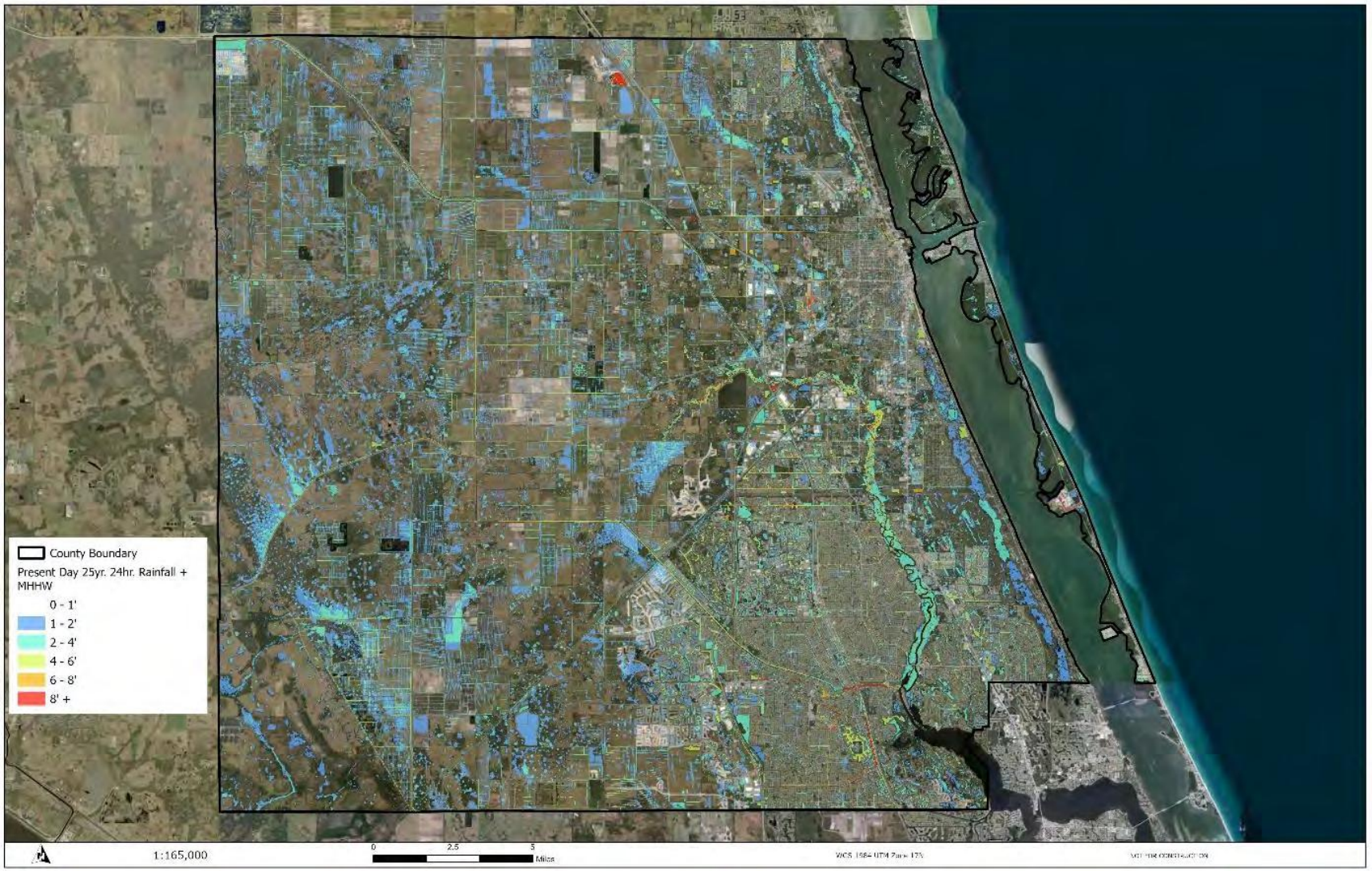


Figure 6-15. 25-Year 24-Hour Rainfall-Induced Flooding Depths – Present Day

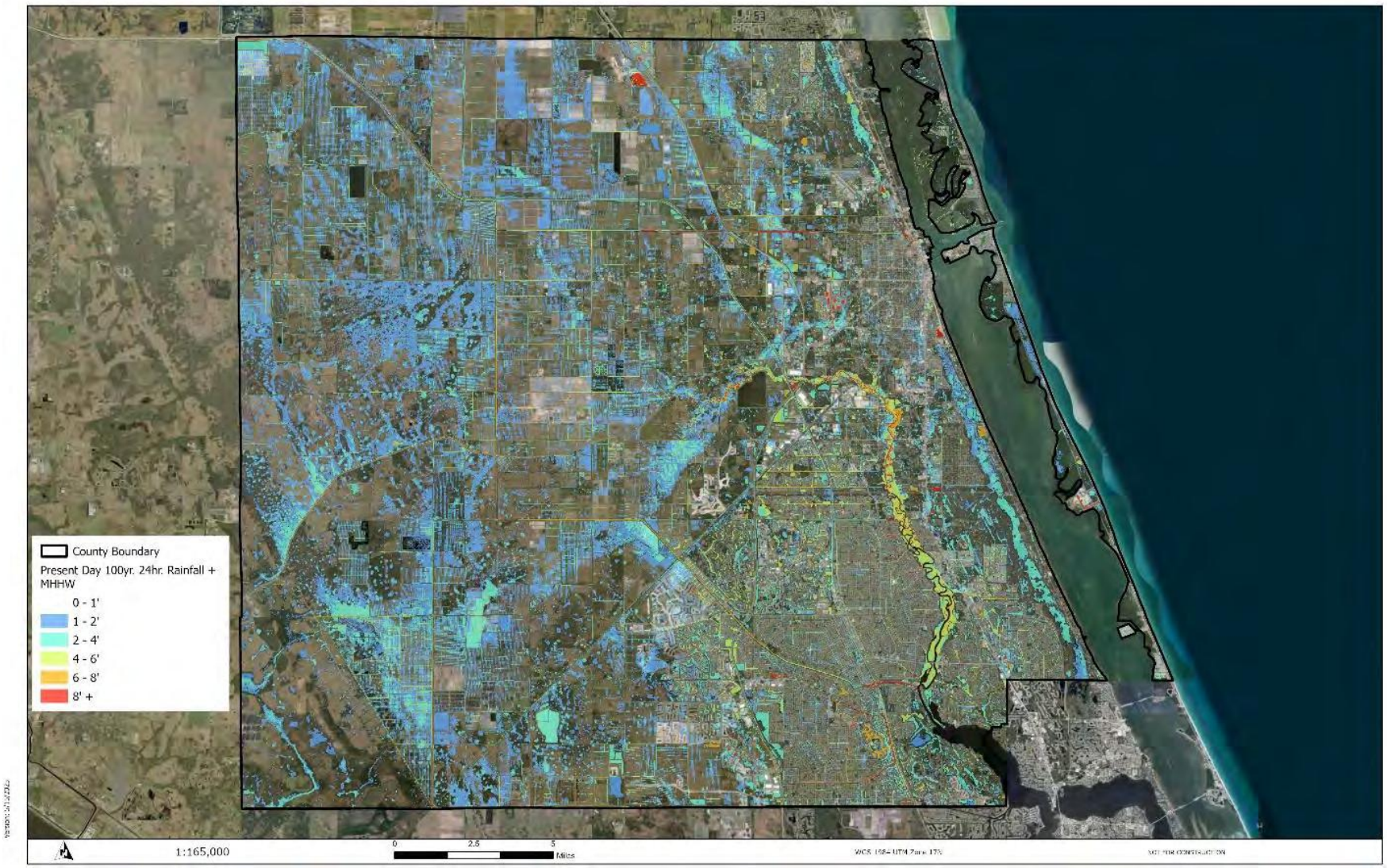


Figure 6-16. 100-Year 24-Hour Rainfall-Induced Flooding Depths – Present Day

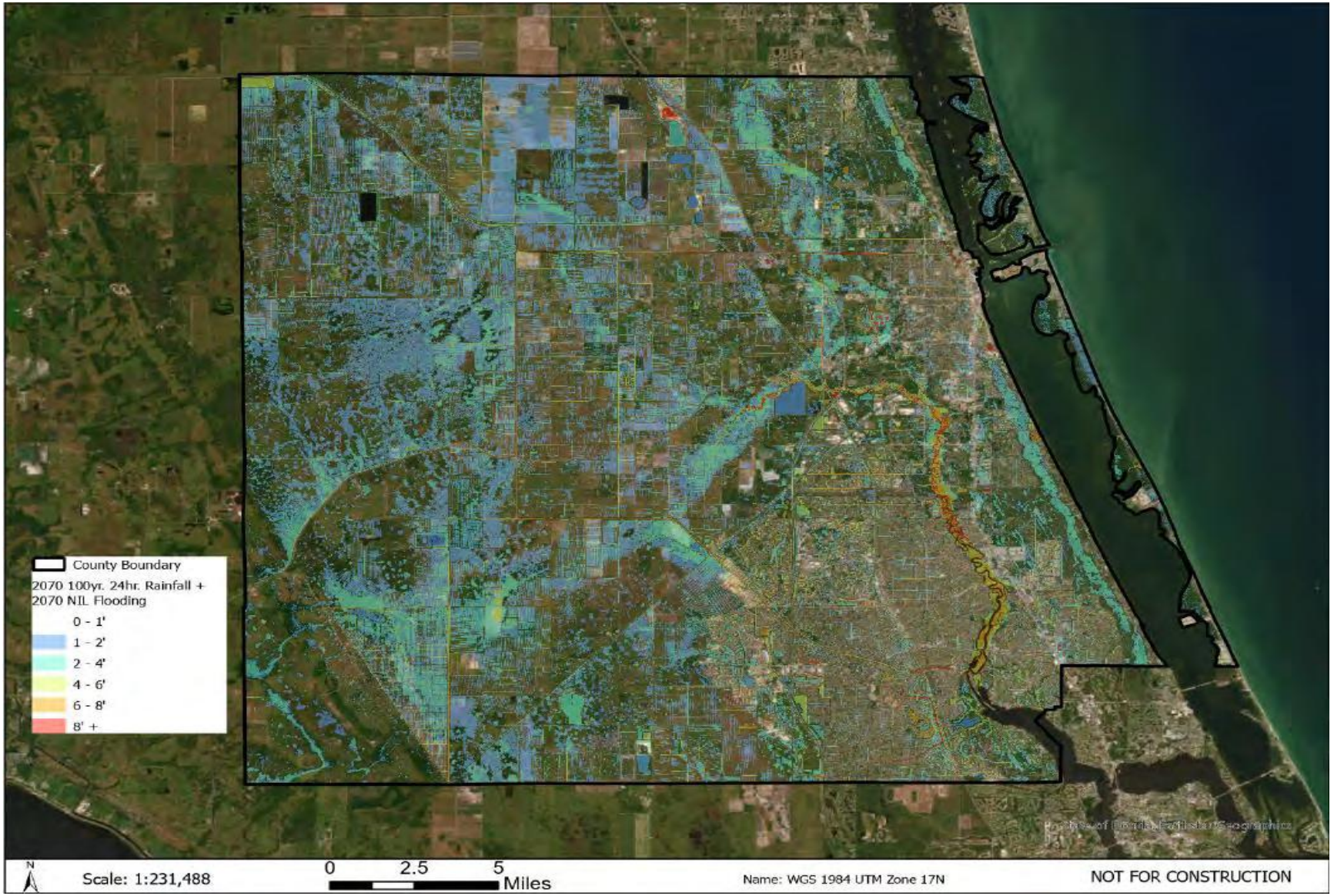


Figure 6-17. 100-Year 24-Hour Rainfall-Induced Flooding Depths – 2070 NOAA Intermediate Low Sea Level

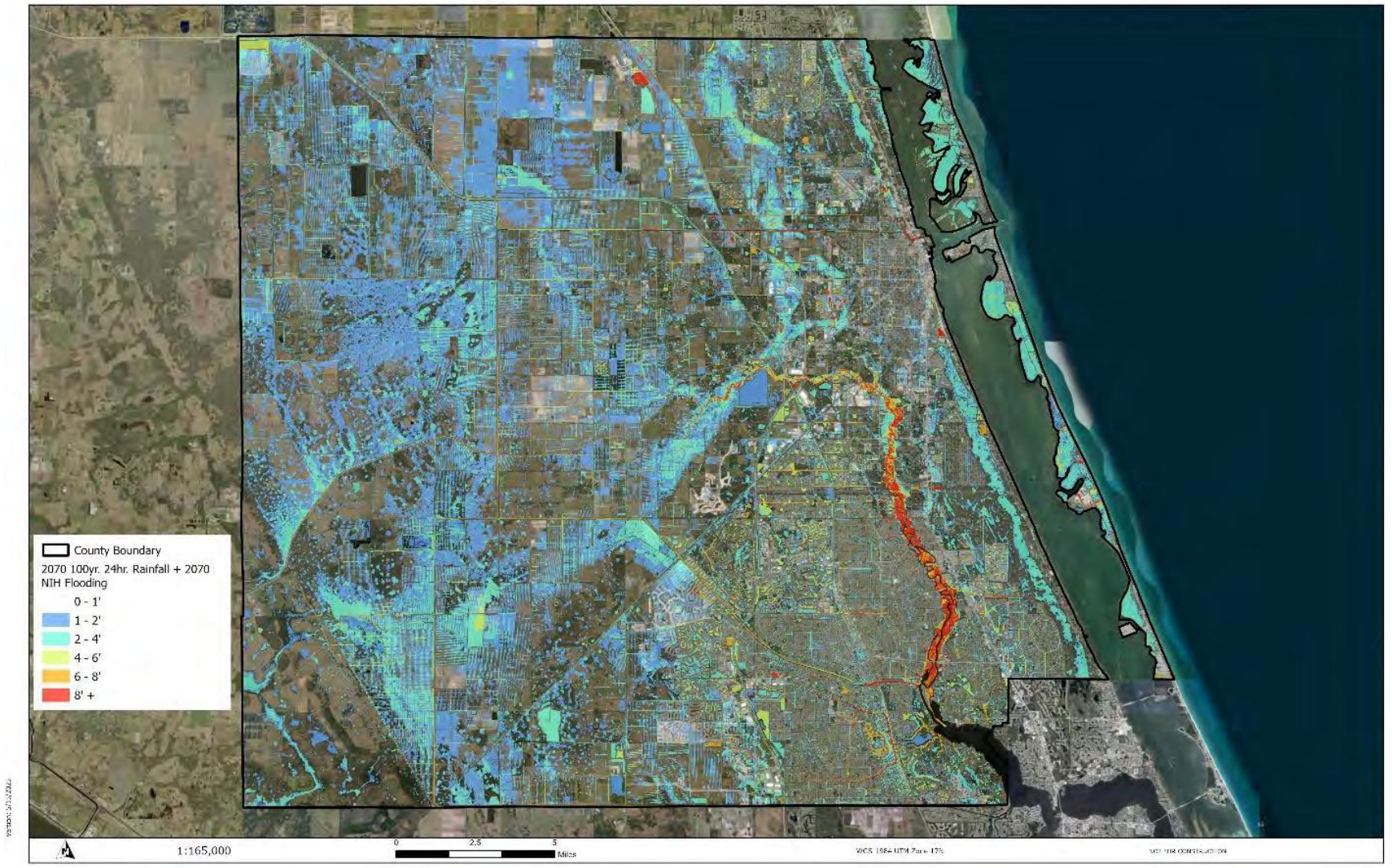


Figure 6-18. 100-Year 24-Hour Rainfall-Induced Flooding Depths – 2070 NOAA Intermediate High Sea Level

6.2.4.2 Inland Flooding Sensitivity Analysis

Tropical cyclones can produce widespread and heavy rains, which can result in life-threatening and damaging floods. Tropical cyclones pose significant flooding threats for people who live inland. Flooding impacts can occur hundreds of miles away from the center of a storm and can last much longer than storm surge-related flooding. Rainfall can cause flash flooding and flooding on rivers and streams that can persist for several days after the storm. Rainfall amounts are related to the speed and size of tropical cyclones, not the intensity. This is because a slower moving and larger tropical cyclone has a longer and larger capacity to produce more rainfall (Florida Division of Emergency Management 2023).

In addition, flood damage can be very costly. Just 1 inch of flooding can cause $26,000 in damage and lead to mold or other health concerns (NLIHC & PAHRC 2021). Despite this risk, flood insurance coverage remains low across Florida. Only 13 percent of Florida's 11 million households carry flood insurance, meaning roughly 8 out of 10 homes are uninsured against flood damage. This gap is especially concerning given that 25 percent of all flood claims come from moderate- to low-risk areas, where residents may not perceive the need for coverage.

6.2.5 Storm Surge

The threat of severe storms can encompass a range of weather events, including tornadoes, extreme precipitation, hurricanes, and tropical storms. The assessment of these events focused on storm surge. The Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model was used to assess impacts under two hurricane scenarios: Category 1 and Category 5.

6.2.5.1 Storm Surge Exposure Analysis

Strong storms, including hurricanes and tropical cyclones, can result in greater tidal and wave action that pushes water further inland and above typical tide levels. For the purposes of this assessment, areas are exposed to storm surge if they intersect with the spatial extents of SLOSH Categories 1 and 5 storm surges. For reference, Hurricane Nicole in 2022 was a Category 1 storm, whereas Hurricanes Irma (2017), Dorian (2019), and Ian (2022) were Category 5.

The SLOSH Category scenarios represent bracketing storm surge events, from least (Category 1) to most severe (Category 5). Category 1 exposure is categorized into two levels based on storm surge heights: zero to 3 feet (Low), and 3 to 5 feet (Moderate). Category 5 includes an additional category, greater than 5 feet (High). However, the SLOSH system's primary purpose is to identify areas that may require evacuation during certain events, rather than measure flood risks. FEMA products such as the Flood Insurance Rate Maps are the primary source of information to evaluate flood risks as well as flood insurance rates. SLOSH was selected to represent storm surge due to its inclusion of parameters that consider atmospheric pressure, wind speed, and storm size that influence the degree of flooding during severe storm events (National Hurricane Center n.d.).

The two sub-levels under Category 1 (Low and Moderate) and three sub-levels under Category 5 (Low, Moderate and High) do not overlap. Therefore, total land, asset and population impacts are not reflected as cumulative. Instead, Moderate and High quantities are in addition to the lower level surge impacts.

Land, Assets and Population Exposure

Land

As shown in **Table 6-8** and **Figure 6-19**, under both scenarios in a Category 1 hurricane, slightly more than 1.5 percent of countywide land area is expected to be impacted by storm surge. However, some areas along the County's coastline, where storm surge occurs, face significant exposure. Nearly 35 percent of St. Lucie Village is exposed to Category 1 Low (zero to 3 feet storm surge), with an additional 2 percent exposed to Moderate inundation (3 to 5 feet) (**Figure 6-20**).

Other areas of the County with less land area directly exposed to the coast are projected to experience limited storm surge impacts during Category 1 events. Under the combined Low and Moderate scenarios, the City of Port St. Lucie has the least exposure to storm surge, approximately 1.3 percent of the total land area (**Figure 6-21**), followed by unincorporated SLC at 1.6 percent, and the City of Fort Pierce at 2.5 percent storm surge exposure (**Figure 6-22**).

Table 6-8. Land Area Exposure to SLOSH Category 1 Hazard Area in Acres

Jurisdiction	Total Land Area (Acres)	Acres Exposed to SLOSH Category 1 Storm Surge (Acres)			
		0-3 feet *Low*	Percent of Total	3-5 feet *Moderate*	Percent of Total
Fort Pierce (C)	15,663.3	316.1	2.0%	75.9	0.5%
Port St. Lucie (C)	75,850.8	1,023.4	1.3%	34.1	<0.1%
St. Lucie Village (T)	524.0	182.3	34.8%	10.4	2.0%
Unincorporated St. Lucie County	274,265.0	2,616.3	1.0%	1,557.5	0.6%
St. Lucie County (Total)	**366,303.2**	**4,138.1**	**1.1%**	**1,677.8**	**0.5%**

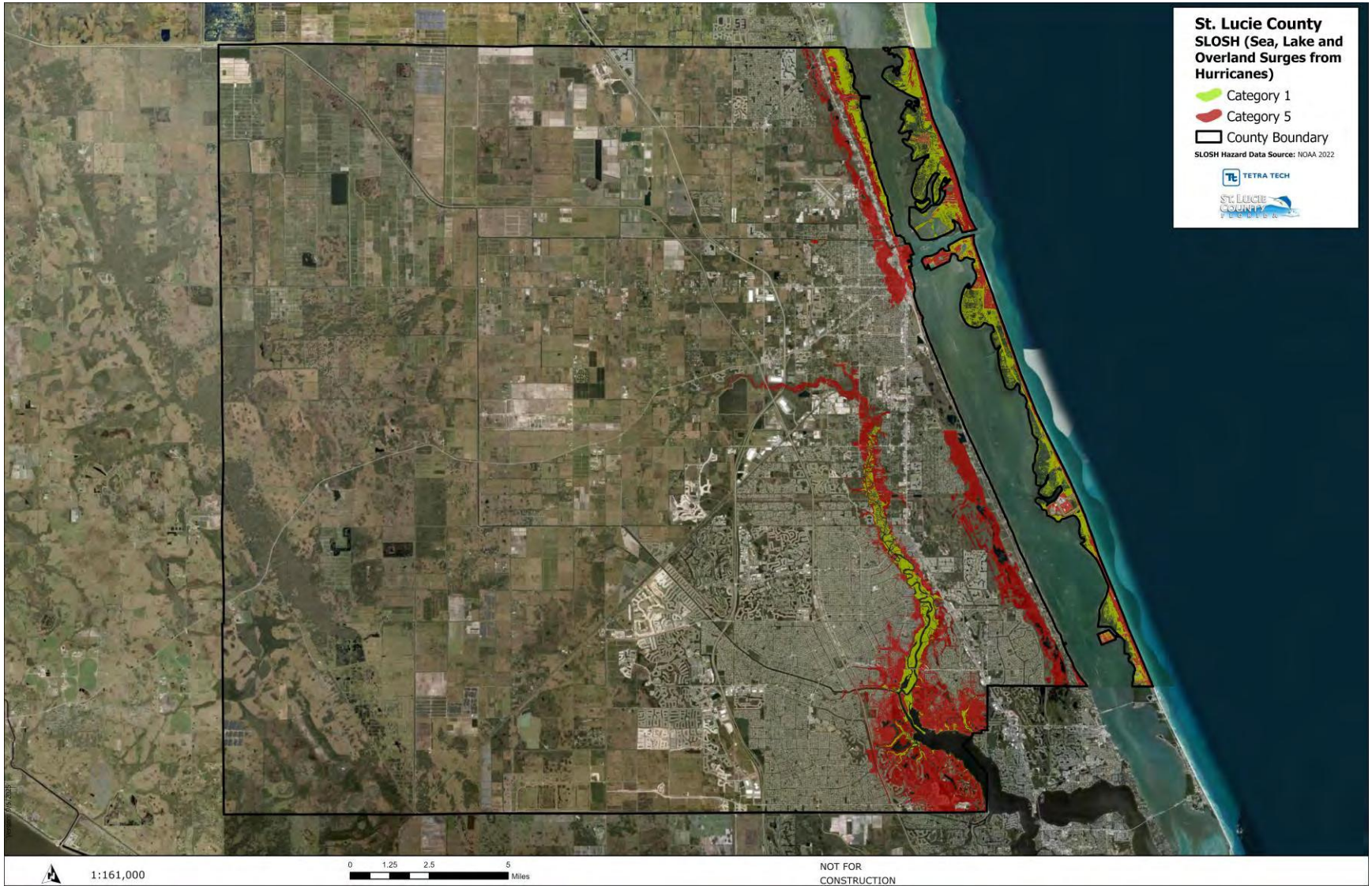


Figure 6-19. Countywide Land Area Exposure to SLOSH Category 1 and Category 5



Figure 6-20. St. Lucie Village Land Area Exposure to SLOSH Category 1 and Category 5

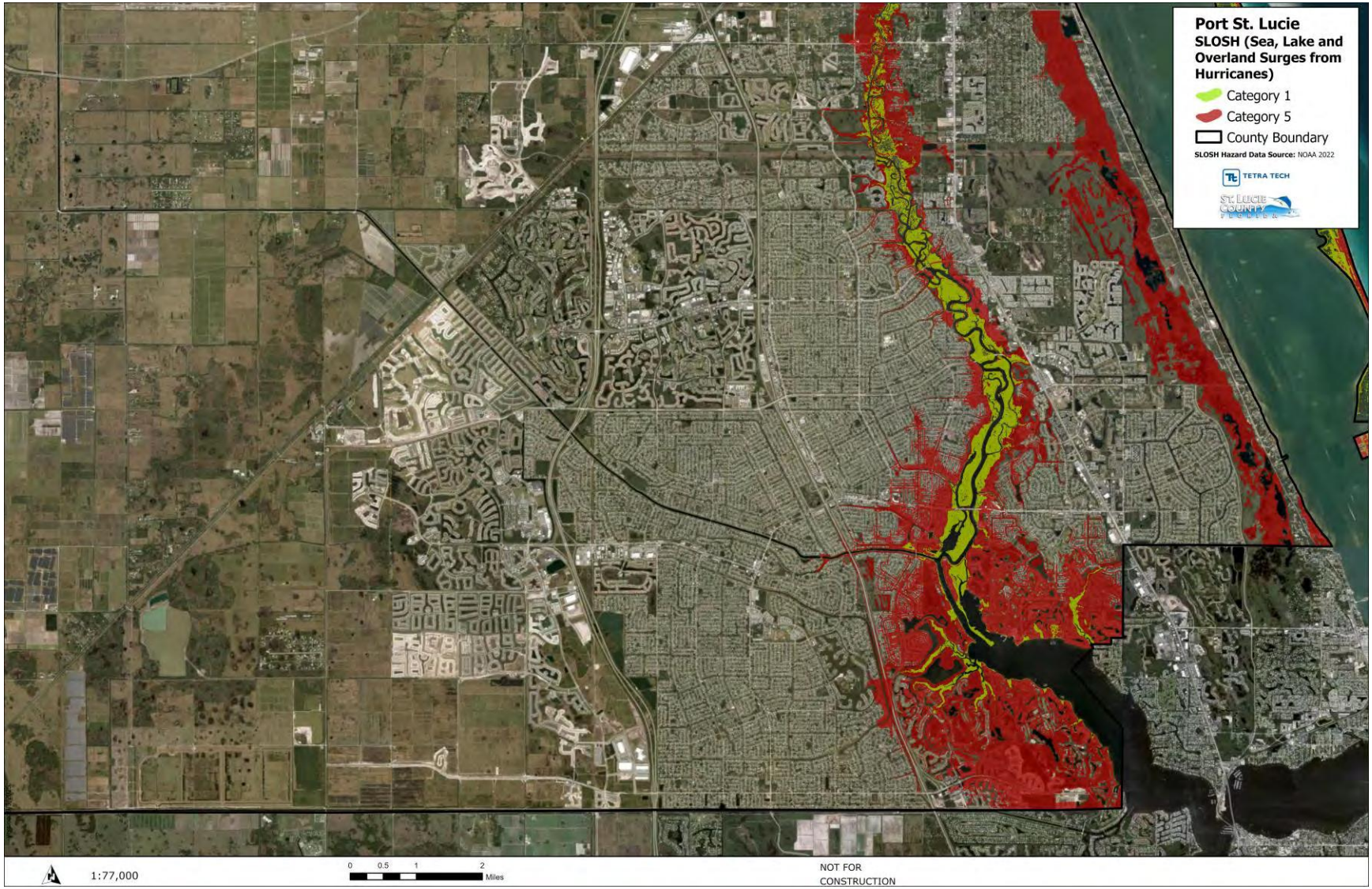


Figure 6-21. Port St. Lucie Land Area Exposure to SLOSH Category 1 and Category 5

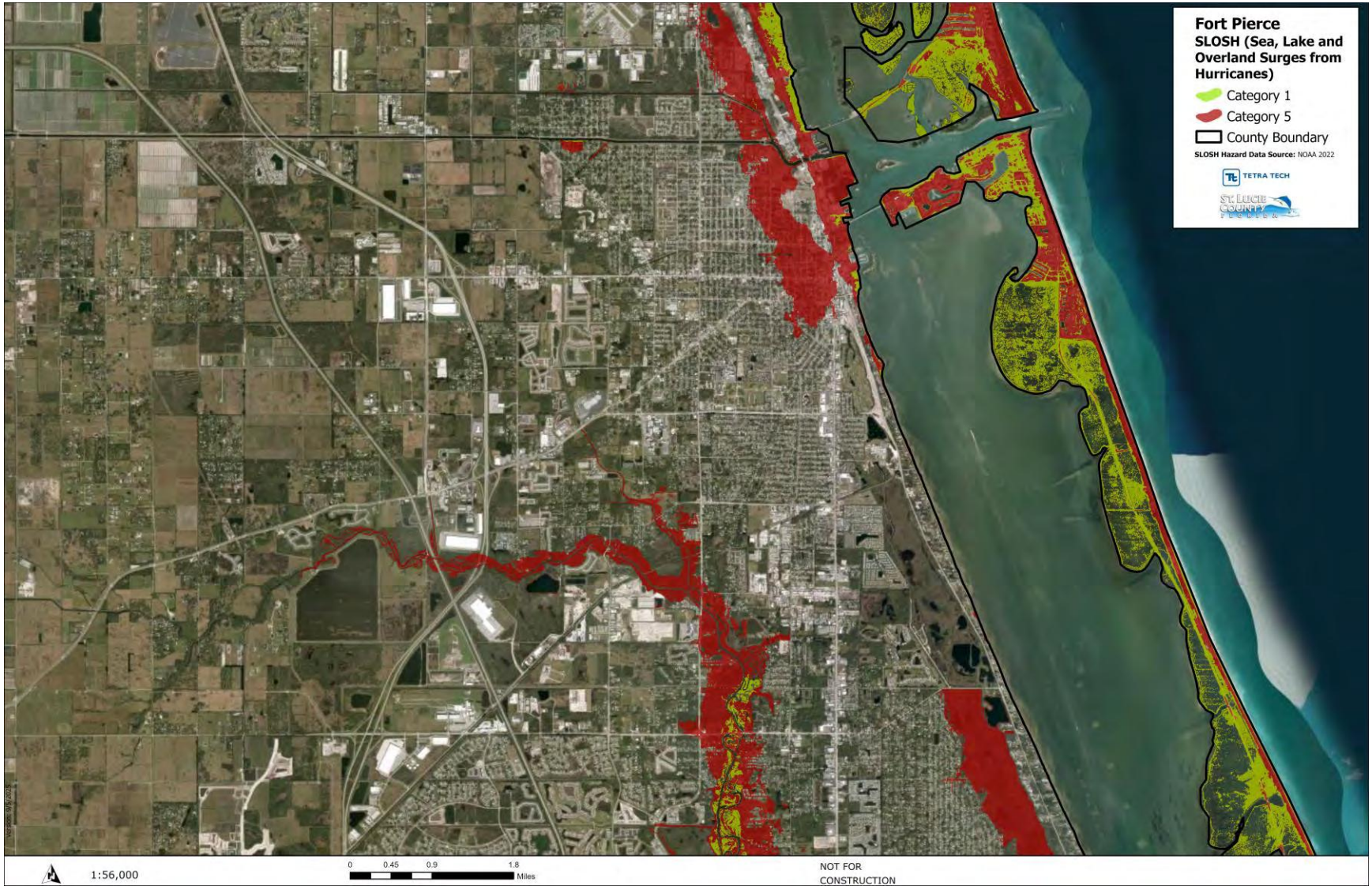


Figure 6-22. Fort Pierce Land Area Exposure to SLOSH Category 1 and Category 5

As shown in **Table 6-9** and **Table 6-10**, the number of county-wide acres exposed to storm surge increases to 5.9 percent across Category 5 combined scenarios; a 4.4 percent increase across Category 1 storm surge combined scenarios.

Table 6-9. Land Area Exposure to SLOSH Category 5 Hazard Area in Acres

Jurisdiction	Total Land Area (Acres)	Acres Exposed to Category 5 Storm Surge					
		0-3 feet *Low*	Percent of Total	3-5 feet *Moderate*	Percent of Total	>5 feet *High*	Percent of Total
Fort Pierce (C)	15,663.3	616.0	3.9%	255.5	1.6%	1,299.6	8.3%
Port St. Lucie (C)	75,850.8	3,730.1	4.9%	1,626.2	2.1%	2,539.5	3.3%
St. Lucie Village (T)	524.0	26.5	5.1%	15.3	2.9%	396.6	75.7%
Unincorporated St. Lucie County	274,265.0	3,032.4	1.1%	1,418.2	0.5%	6,712.8	2.4%
St. Lucie County (Total)	**366,303.2**	**7,405.0**	**2.0%**	**3,315.1**	**0.9%**	**10,948.5**	**3.0%**

Asset Exposure

This section provides an assessment of countywide critical assets that are exposed to storm surge hazards, specifically focusing on Category 1 and Category 5 hurricane levels. The assets are categorized into four main groups: Critical Community and Emergency Facilities, Critical Infrastructure, Natural, Cultural, and Historic Resources, and Transportation and Evacuation Routes.

The SLOSH model analysis of storm surge vulnerability reveals significant variability in critical asset exposure across SLC (**Table 6-10**). Out of 27,211 critical assets analyzed, 10.1 percent of community and emergency facilities, 23.7 percent of critical infrastructure, 28.8 percent of natural, cultural, and historic resources, and 25.2 percent of transportation routes (by quantity, not mileage) are exposed to Category 5 storm surge. While exposure under Category 1 scenarios is notably lower, critical infrastructure and cultural resources still show vulnerability even under low-surge conditions.

Fort Pierce exhibits the highest number of exposed assets, particularly in critical infrastructure, where 24.2 percent are vulnerable under a Category 5 surge. Notably, 59.3 percent of transportation routes in the city could be inundated, with a significant portion exposed to high surge levels. Port St. Lucie shows relatively limited exposure overall, with only 1.8 percent of community facilities and 6.1 percent of infrastructure exposed under Category 5 conditions. The smallest jurisdiction, St. Lucie Village demonstrates the highest proportional exposure, with 73.5 percent of critical infrastructure at risk under Category 5 storm surge conditions.

Table 6-10. Number of Critical Assets Exposed to the SLOSH Category 1 and 5 Hazard Area

			Critical Assets Exposed to Category 1 Storm Surge					Critical Assets Exposed to Category 5 Storm Surge						
Jurisdiction	Critical Asset Class	Total Critical Assets Evaluated	0-3 feet *Low*	% of Total	3-5 feet *Mod.*	% of Total	Total	0-3 feet *Low*	% of Total	3-5 feet *Mod*	% of Total	>5 feet *High*	% of Total	Total
Fort Pierce (C)	Critical Community and Emergency Facilities	714	0	0.00%	0	0.00%	0.00%	30	4.20%	16	2.20%	52	7.30%	13.70%
	Critical Infrastructure	17,152	641	3.70%	0	0.00%	3.70%	1,212	7.10%	620	3.60%	2,320	13.50%	24.20%
	Natural, Cultural, and Historic Resources	761	23	3.00%	2	0.30%	3.30%	35	4.60%	17	2.20%	101	13.30%	20.10%
	Transportation and Evacuation Routes	27	4	14.80%	0	0.00%	14.80%	0	0.00%	2	7.40%	14	51.90%	59.30%
Port St. Lucie (C)	Critical Community and Emergency Facilities	343	0	0.00%	0	0.00%	0.00%	4	1.20%	2	0.60%	0	0.00%	1.80%
	Critical Infrastructure	275	0	0.00%	0	0.00%	0.00%	10	3.60%	5	1.80%	2	0.70%	6.10%
	Natural, Cultural, and Historic Resources	124	4	3.20%	1	0.80%	4.00%	9	7.30%	2	1.60%	8	6.50%	15.40%
	Transportation and Evacuation Routes	63	0	0.00%	0	0.00%	0.00%	3	4.80%	1	1.60%	1	1.60%	8.00%
St. Lucie Village (T)	Critical Community and Emergency Facilities	5	0	0.00%	3	60.00%	60.00%	0	0.00%	0	0.00%	2	40.00%	40.00%
	Critical Infrastructure	435	149	34.30%	0	0.00%	34.30%	17	3.90%	14	3.20%	289	66.40%	73.50%
	Natural, Cultural, and Historic Resources	4	2	50.00%	0	0.00%	50.00%	0	0.00%	0	0.00%	4	100.00 %	100.00 %
	Transportation and Evacuation Routes	1	1	100.00 %	0	0.00%	100.00%	0	0.00%	0	0.00%	1	100.00 %	100.00 %
Unincorporated St. Lucie County	Critical Community and Emergency Facilities	283	4	1.40%	22	7.80%	9.20%	7	2.50%	4	1.40%	20	7.10%	11.00%
	Critical Infrastructure	5,595	168	3.00%	15	0.30%	3.30%	405	7.20%	206	3.70%	462	8.30%	19.20%
	Natural, Cultural, and Historic Resources	1,373	119	8.70%	0	0.00%	8.70%	15	1.10%	41	3.00%	419	30.50%	34.60%

			Critical Assets Exposed to Category 1 Storm Surge					Critical Assets Exposed to Category 5 Storm Surge						
Jurisdiction	Critical Asset Class	Total Critical Assets Evaluated	0-3 feet *Low*	% of Total	3-5 feet *Mod.*	% of Total	Total	0-3 feet *Low*	% of Total	3-5 feet *Mod*	% of Total	>5 feet *High*	% of Total	Total
	Transportation and Evacuation Routes	56	4	7.10%	1	1.80%	8.90%	2	3.60%	4	7.10%	9	16.10%	26.80%
St. Lucie County (Total)	Critical Community and Emergency Facilities	1,345	4	0.30%	25	1.90%	2.20%	41	3.00%	22	1.60%	74	5.50%	10.10%
	Critical Infrastructure	23,457	958	4.10%	15	0.10%	4.20%	1,644	7.00%	845	3.60%	3,073	13.10%	23.70%
	Natural, Cultural, and Historic Resources	2,262	148	6.50%	3	0.10%	6.60%	59	2.60%	60	2.70%	532	23.50%	28.80%
	Transportation and Evacuation Routes	147	9	6.10%	1	0.70%	6.80%	5	3.40%	7	4.80%	25	17.00%	25.20%

Population Exposure

As shown in **Table 6-11**, population exposure is limited countywide, with only 0.5 percent of residents directly exposed to Category 1 storm surge.

Exposure for each jurisdiction under both Category 1 scenarios combined show:

- 111 people in St. Lucie Village are exposed (13.6 percent of 818 residents),
- 5,150 people in unincorporated areas are exposed (6.7 percent of nearly 77,000),
- 2,816 people in Port St. Lucie are exposed (1.3 percent of more than 220,000), and
- 409 people in Fort Pierce are exposed (0.8 percent of nearly 48,100).

Table 6-11. Population Exposure to the SLOSH Category 1 Hazard Area

Jurisdiction	Total Population	Population Exposed to Category 1 Storm Surge		
		0-3 feet *Low*	3-5 feet *Moderate*	Percent of Total
Fort Pierce (C)	48,094	359	50	0.8%
Port St. Lucie (C)	220,453	2,766	50	1.3%
St. Lucie Village (T)	818	106	5	13.6%
Unincorporated St. Lucie County	76,872	3,381	1,769	6.7%
St. Lucie County (Total)	**346,237**	**6,612**	**1,874**	**0.5%**

Population exposure to Category 5 storm surge countywide is 4.3 percent of the total population under low storm surge, 1.8 percent under moderate storm surge, and 4.6 percent under high storm surge (**Table 6-12**).

A small number of LMI residents across all jurisdictions are exposed to Category 1 storm surge, less than 0.3 percent (194 of nearly 65,000 LMI residents), which represents 0.05 percent of the total population of St. Lucie County. Proportionally, LMI residents within St. Lucie Village are the most exposed at 38.6 percent (51 people). Even with much larger populations of LMI residents, Fort Pierce and the unincorporated areas have very low exposure rates overall, 0.02 percent (72 people) and 0.03 percent (71 people), respectively (**Table 6-13**).

Table 6-12. Population Exposure to the SLOSH Category 5 Hazard Area

Jurisdiction	Total Population	Population Exposed to Category 5 Storm Surge					
		0-3 feet *Low*	Percent of Total	3-5 feet *Moderate*	Percent of Total	>5 feet *High*	Percent of Total
Fort Pierce (C)	48,094	2,224	4.6%	915	1.9%	1,808	3.8%
Port St. Lucie (C)	220,453	8,660	3.9%	3,133	1.4%	5,586	2.5%
St. Lucie Village (T)	818	11	1.3%	8	1.0%	218	26.7%
Unincorporated St. Lucie County	76,872	4,087	5.3%	2,016	2.6%	8,254	10.7%
St. Lucie County (Total)	**346,237**	**14,982**	**4.3%**	**6,072**	**1.8%**	**15,866**	**4.6%**

Table 6-13. LMI Population Exposure to the SLOSH Category 1 Hazard Area

Jurisdiction	# of LMI Residents	# and % of Low to Moderate Income Residents Exposed to Category 1 Storm Surge		
		0-3 feet *Low*	3-5 feet *Moderate*	Percent of Total
Fort Pierce (C)	38,933	65	7	0.2%
Port St. Lucie (C)	3,853	0	0	0.0%
St. Lucie Village (T)	132	49	2	38.6%
Unincorporated St. Lucie County	22,063	66	5	0.3%
St. Lucie County (Total)	**64,981**	**180**	**14**	**<0.3%**

There are varying degrees of exposure to Category 5 storm surge among LMI populations across different jurisdictions within St. Lucie County. Across St. Lucie County, 4.5 percent of the LMI population is exposed to low storm surge, 1.9 percent to moderate storm surge, and 2.2 percent to high storm surge.

Fort Pierce has the largest number and percentage of LMI residents, with nearly 39,000 or 80 percent of the total population of the City). Of these residents, slightly more than 4,000 are exposed to Category 5 storm surge. St. Lucie Village has the highest percentage of LMI residents that are exposed to high storm surge (greater than 5 feet) at 69.7 percent. Port St. Lucie has no highly vulnerable population exposed to any level of storm surge (**Table 6-14**).

Table 6-14. LMI Population Exposure to the SLOSH Category 5 Hazard Area

Jurisdiction	# of LMI Residents	# and % of Low to Moderate Income Population Exposed to Category 5 Storm Surge					
		0-3 feet *Low*	Percent of Total	3-5 feet *Moderate*	Percent of Total	>5 feet *High*	Percent of Total
Fort Pierce (C)	38,933	2,224	5.7%	906	2.3%	903	2.3%
Port St. Lucie (C)	3,853	0	0.0%	0	0.0%	0	0.0%
St. Lucie Village (T)	132	2	1.5%	3	2.3%	92	69.7%
Unincorporated St. Lucie County	22,063	693	3.1%	308	1.4%	404	1.8%
St. Lucie County (Total)	**64,981**	**2,919**	**4.5%**	**1,217**	**1.9%**	**1,399**	**2.2%**

6.2.5.2 Storm Surge Sensitivity Analysis

Storm surge is an extremely dangerous hazard associated with hurricanes and tropical storms and is defined as an abnormal rise of water generated by a storm, over and above the predicted astronomical tides. It is a phenomenon that can raise the water level several feet or more, causing flooding in normally dry areas many miles from the shore, especially in low-lying areas. Just one foot of moving water can carry a small car, but during storm surge, many feet of water can move onshore. The force of this water can sweep houses and buildings from their foundations. As a result, damage from storm surge can be catastrophic. Historically, about half of the direct deaths in landfalling tropical cyclones in the United States are from storm surge.

Storm surge due to tropical cyclone events can impact the stability of community services and critical infrastructure, especially near or at the coastline. Fuel, electricity and communications services may be interrupted. Transportation networks, especially evacuation routes and bridges are extremely vulnerable to damage from storm surge, disrupting access to health and medical lifelines including emergency services.

In addition, the impact to hazardous materials, such as nuclear power plants, wastewater treatment infrastructure, and HAZMAT facilities, could cause major damage or contamination based on the level of storm surge. A more common occurrence is the failure of wastewater pumps and lift stations, causing the surrounding areas and potentially the groundwater to be contaminated (Florida Division of Emergency Management 2023).

It is likely that storm surges from tropical cyclone events will be higher in the coming decades, mainly due to rising sea levels. Mean sea level in St. Lucie County has already risen about 11 inches since 1950, and 7.65 inches since 1990 according to NOAA tidal gauge data. Researchers expect SLR to accelerate as hotter temperatures cause polar ice sheets to melt faster. Over the next century, South Florida could see more than 6 feet of SLR (NOAA) with a correlating increase in storm surge, making the total water elevation higher as it approaches the coast and allowing storm surge to reach further inland.

6.2.6 Wind

The Hazus software was utilized to depict and analyze St. Lucie County's vulnerability to hurricane winds. Two recurrent interval events were assessed—the 100-year wind event and the 500-year wind event—using data from the NOAA Saffir Simpson Hurricane Wind scale. To create a comprehensive profile, the wind hazard analysis involved historical information from other sources.

6.2.6.1 Wind Exposure Analysis

For the purposes of this wind assessment, it is assumed that the entire County is exposed to high wind events. As a coastal community, St. Lucie County is exposed to strong winds associated with tropical depressions (maximum sustained surface winds of less than 39 miles per hour), tropical cyclones (maximum sustained winds of at least 39 mph), hurricanes (maximum sustained winds above 74 mph), and tornadoes.

According to data from the NCEI Storm Event Database, and data from 2012 to 2022, the state of Florida experienced an average of 5.80 tropical storm events and 0.90 hurricane events each year. **Figure 6-23** depicts historical hurricane tracks for 67 storms that have occurred within a buffer distance of 25 miles of St. Lucie County since the late 1800s (NOAA 2025c) Ten of these events occurred between 2004 and 2022. The City of Fort Pierce, St. Lucie Village, and areas along the intracoastal waterway or St. Lucie River are highly vulnerable to wind damage related to these storms (SLC Department of Public Safety Division of Emergency Management 2021).

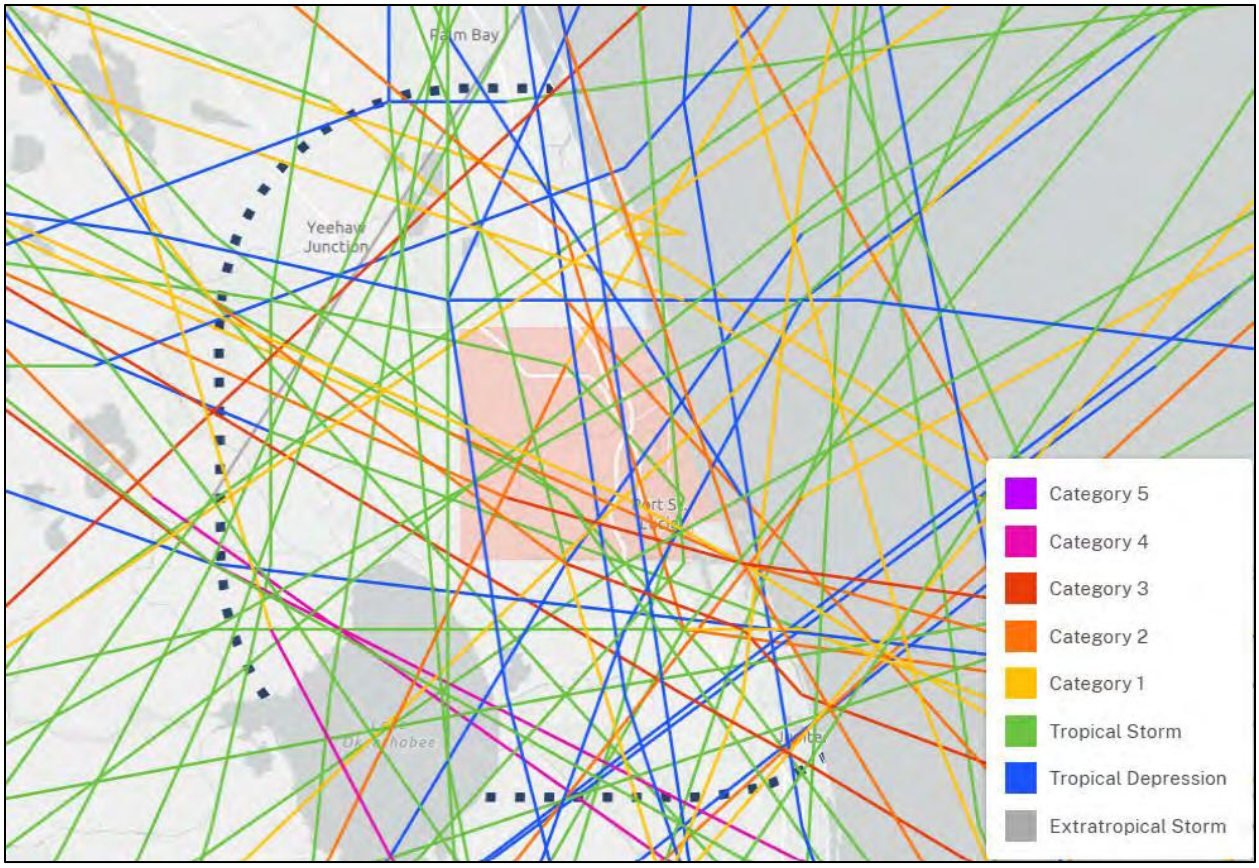


Figure 6-23. Historical Tropical Storm Tracks Near St. Lucie County (since late 1800s)

The 2023 Florida State Hazard Mitigation Plan includes probabilistic hurricane wind scenarios for the 10-, 20-, and 50- year return periods. The return period—also known as the recurrence interval—is a statistical estimate of the average time between events of a certain intensity or magnitude. For example, a 10-year return period indicates a 1-in-10 (or 10 percent) chance of that event occurring in any given year. The mean return period is the average interval between occurrences of a specific event, based on historical data and probabilistic modeling. It does not guarantee that the event will occur precisely every 10, 20, or 50 years, but rather reflects the long-term likelihood.

The return period scenario maps (**Figure 6-24**, **Figure 6-25**, and **Figure 6-26**) show that St. Lucie County will experience Category 1 force winds at least once within 10 years, Category 2 force winds in the 20-year scenario, and Category 3 force winds in the 50-year scenario. St. Lucie County's location bordering the Atlantic Ocean coupled with generally low coastal elevations and moderate-to-high coastal urban development, makes the County vulnerable to high wind events.

Studies show that the rapid intensification of hurricanes has increased over the last 40 years. It is very likely that changing conditions associated with warmer temperatures will cause an increase in the proportion of major hurricanes (Category 3 through 5) in the future. The frequency of hurricanes worldwide, however, is not expected to increase and will remain unchanged or even decrease. This is due to weakening ocean currents that help hurricanes form. When looking regionally, exposure to fewer but more intense storms in the future can be expected.



Figure 6-24. 10-Year Probable Hurricane Wind Scenario



Figure 6-25. 20-Year Probable Hurricane Wind Scenario



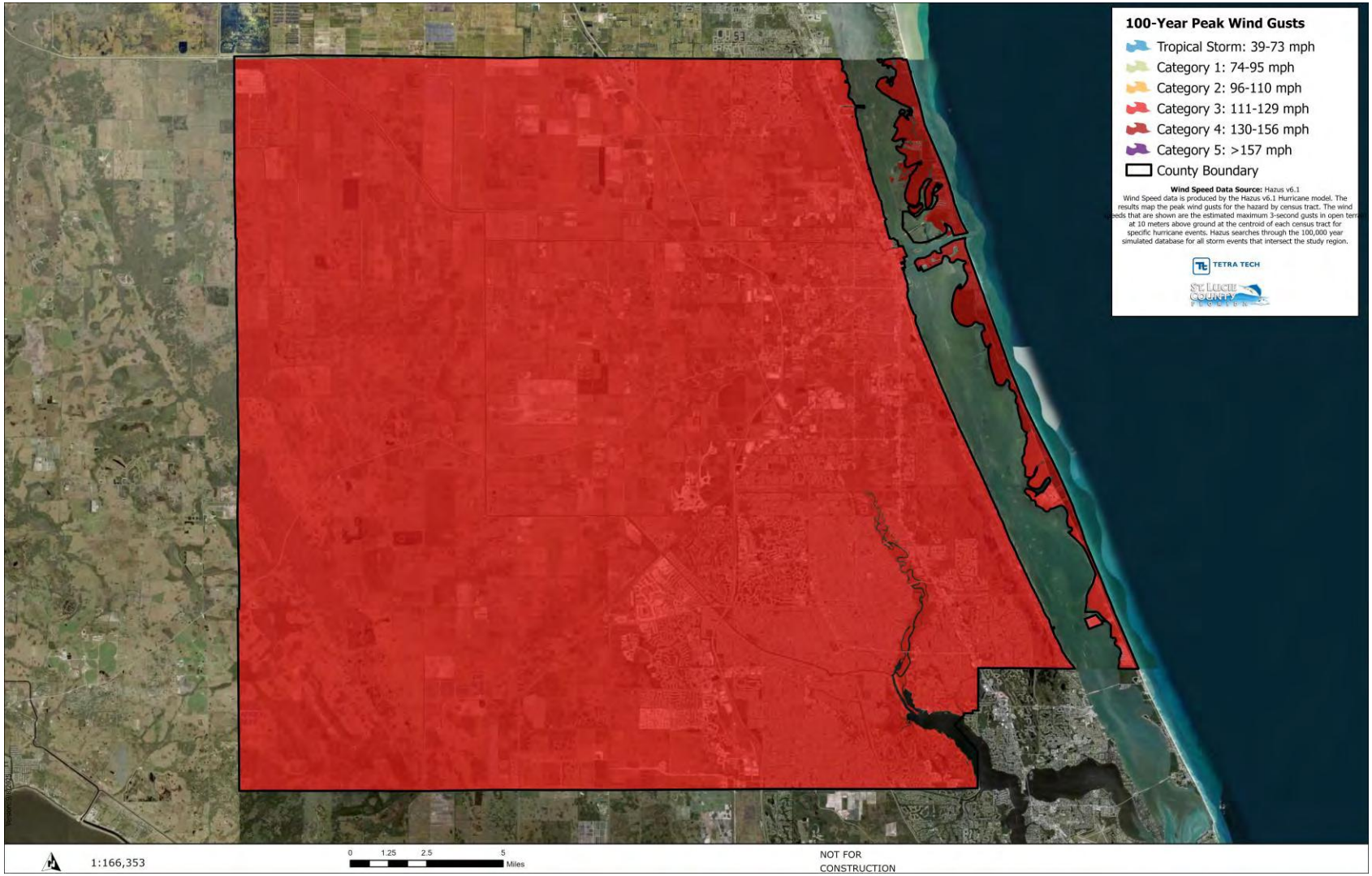
Figure 6-26. 50-Year Probable Hurricane Wind Scenario

The 100-year peak wind gust event scenario model performed for this RVA projects Category 3, with 111 to 129 mph sustained winds, for almost the entire County except for a small area along the coast in the northeastern portion of the County, which would be impacted by Category 4, with sustained winds of 130 to 156 mph (**Figure 6-27**). According to the Saffir-Simson Hurricane Wind Scale, both Categories 3 and 4 are considered "major" hurricane events.

During a Category 3 event, devastating damage is projected to occur, including the possibility of major damage to well-built framed homes and removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.

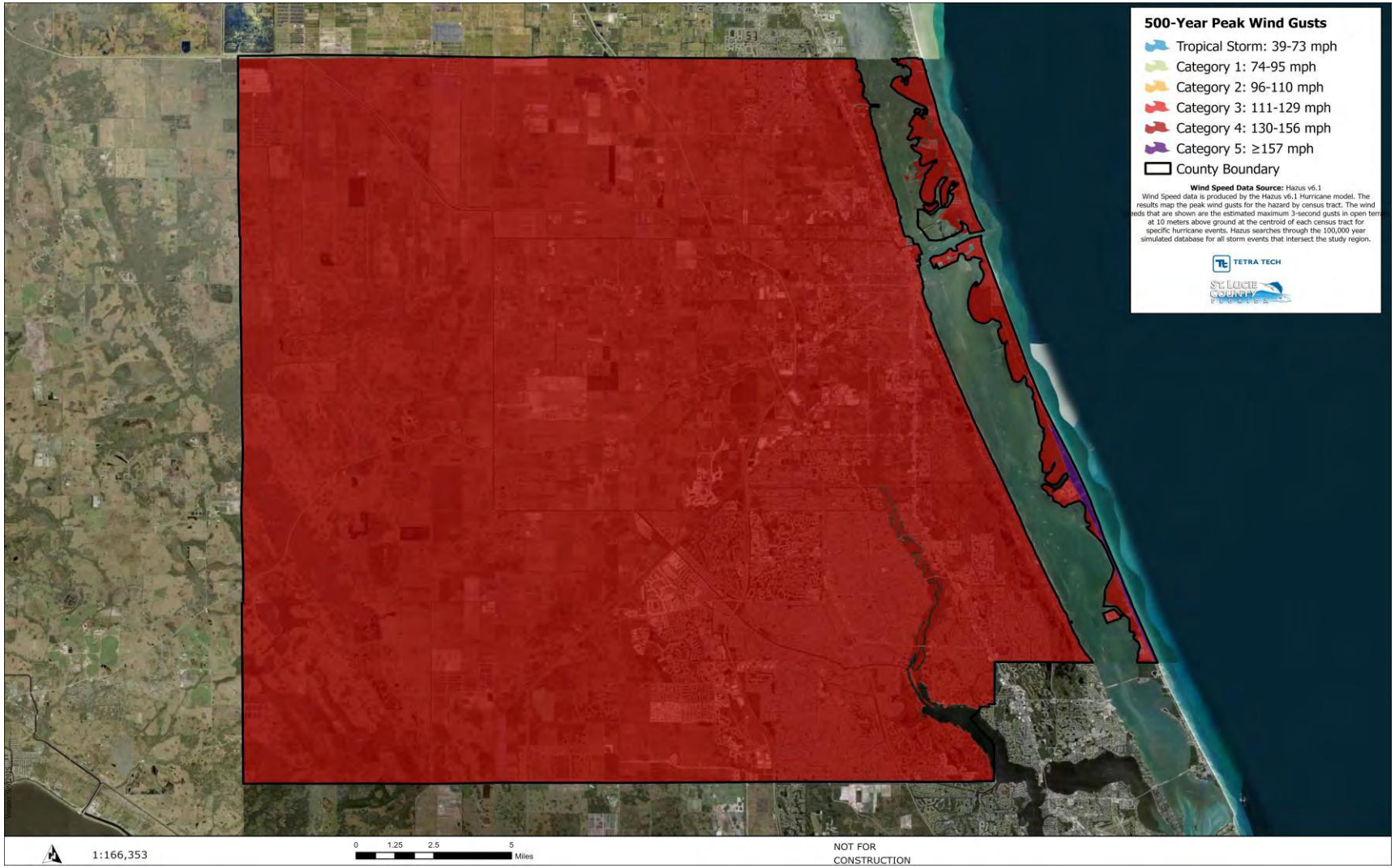
During a Category 4 event, catastrophic damage is projected to occur: well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted, with power outages potentially lasting several weeks. Many areas will be uninhabitable.

In hurricanes, gusts of wind can be expected to exceed the sustained wind velocity by 25 to 50 percent. This means a hurricane with sustained winds of 130 miles per hour (mph) can have wind gusts between 162 and 195 mph. **Figure 6-28** shows that the entire county is vulnerable to Category 4 wind gusts in the 500-year event.



Note: Wind speed data is produced by Hazus v6.1 Hurricane model. The results map the peak wind gusts for the hazard by census tract. The wind speeds displayed are the estimated maximum 3-second gusts in open terrain at 10 meters above ground at the centroid of each census tract for specific hurricane events. Hazus searches through the 100,000 year simulated database for all storm events that intersect the study region.

Figure 6-27. St. Lucie County 100-Year Peak Wind Gusts



Note: Wind speed data is produced by Hazus v6.1 Hurricane model. The results map the peak wind gusts for the hazard by census tract. The wind speeds displayed are the estimated maximum 3-second gusts in open terrain at 10 meters above ground at the centroid of each census tract for specific hurricane events. Hazus searches through the 100,000 year simulated database for all storm events that intersect the study region.

Figure 6-28. St. Lucie County 500-Year Peak Wind Gusts

Tornadoes are a significant threat during tropical cyclones and have been present in most events that have affected Florida. Florida ranks third in the United States in the number of tornado strikes, and first in the number of tornadoes per square mile (SLC Department of Public Safety Division of Emergency Management 2021). The NOAA NCEI Storm Database reports 48 tornado events between 1960 and 2024 in St. Lucie County, 29 of which resulted in property damage. Total property damage for this period is estimated at $501 million, though it is likely higher (NOAA, Storm Events Database 2025a).

Until the 2024 tornadoes spawned by Hurricane Milton, tornadoes in St. Lucie County had mainly been of lower magnitude (EF-0 or EF-1), resulting in light to moderate damage. Light damage can range from peeled surface off roofs, damage to gutters or siding, branches broken off trees, and shallow-rooted trees pushed over. Moderate damage can include severely stripped roof, overturned or badly damaged mobile homes, loss of exterior doors, and broken windows and other glass.

Most recently, Hurricane Milton in 2024 triggered an historic tornado outbreak across South Florida, with multiple confirmed tornadoes touching down in St. Lucie County and surrounding areas, prompting numerous emergency warnings throughout the region, and causing significant damage and multiple deaths.

6.2.6.2 Wind Sensitivity Analysis

Asset Sensitivity

Generally, it is the wind that produces most of the property damage in dollar terms associated with tropical storms, hurricanes, and tornadoes. Although high winds can exert tremendous pressure against a structure, a large percentage of high wind damage is caused not from the wind itself, but from flying debris. Tree limbs, signs and signposts, roof tiles, metal siding, and other loose objects can become airborne missiles that penetrate the outer shells of buildings, destroying their structural integrity and allowing the hurricane winds to act against interior walls not designed to withstand such forces (SLC Department of Public Safety Division of Emergency Management 2021).

The external and internal pressures generated against a structure vary greatly with increases in elevation, shapes of buildings, openings in the structures, and the surrounding buildings and terrain. Buildings at ground level experience some reductions in wind forces simply because of the drag exerted by the ground against the lowest levels of the air column. Recent studies estimate that wind speed increases by approximately 37 percent just 15 feet above ground level. High-rise buildings, particularly those located along the beachfront, will receive the full strength of a hurricane's winds on their upper stories.

Excessive wind events generate massive quantities of debris that can easily exceed a community's entire solid waste capacity by three times or more and are cost- and time-intensive for municipalities to remove before beginning to repair and recover after a hazard event. Debris removal is an integral first step toward recovery, and as such, must be a critical concern of all those tasked with emergency management and the restoration of community services (Florida Division of Emergency Management 2023).

As seen in **Table 6-15**and **Figure 6-29**, a 100-year wind event is expected to impact 3.7 percent of assets countywide, with the total estimated total replacement cost valued at $15 trillion.

The 500-year wind event projections are substantially higher for all jurisdictions and the unincorporated areas of the County, with 13.2 percent of assets being impacted countywide at a total replacement cost valued at $53 trillion (**Table 6-15** and **Figure 6-30**).

Table 6-15. Critical Asset Sensitivity to Hurricane Wind

Jurisdiction	Total Replacement Cost Value of Critical Assets Evaluated	100-year Mean Return Period		500-year Mean Return Period	
		Building Damages	Percent of Total	Building Damages	Percent of Total
Fort Pierce (C)	$134,571,612,529	$5,487,615,448	4.1%	$19,558,698,438	14.5%
Port St. Lucie (C)	$45,592,032,539	$1,328,121,291	2.9%	$5,569,795,194	12.2%
St. Lucie Village (T)	$3,042,642,605	$192,708,758	6.3%	$776,817,797	25.5%
Unincorporated St. Lucie County	$220,504,524,380	$8,068,842,639	3.7%	$27,311,357,730	12.4%
St. Lucie County (Total)	**$403,710,812,054**	**$15,077,288,136**	**3.7%**	**$53,216,669,159**	**13.2%**

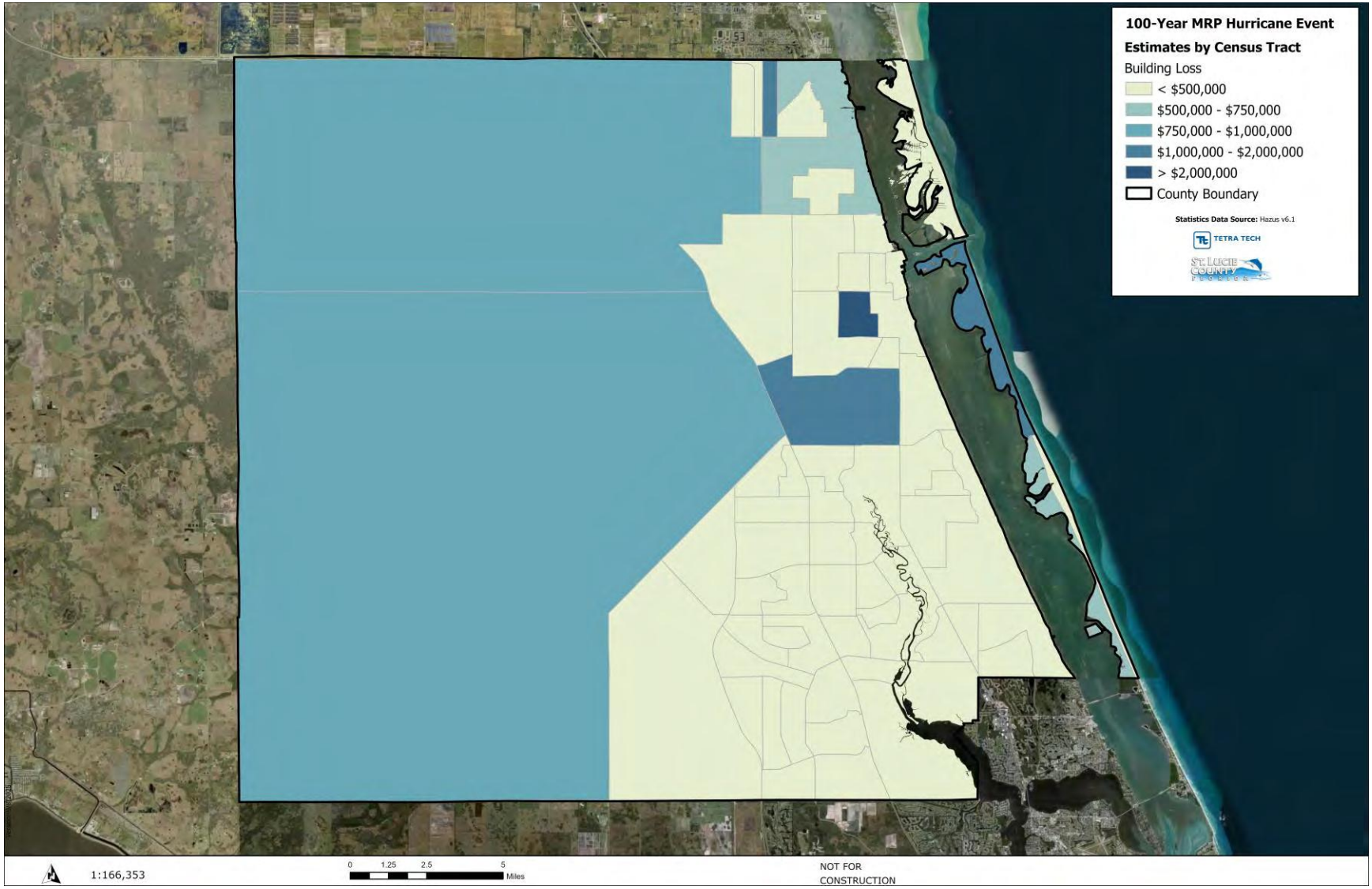


Figure 6-29. St. Lucie County Estimated Building Loss from 100-Year Hurricane Event

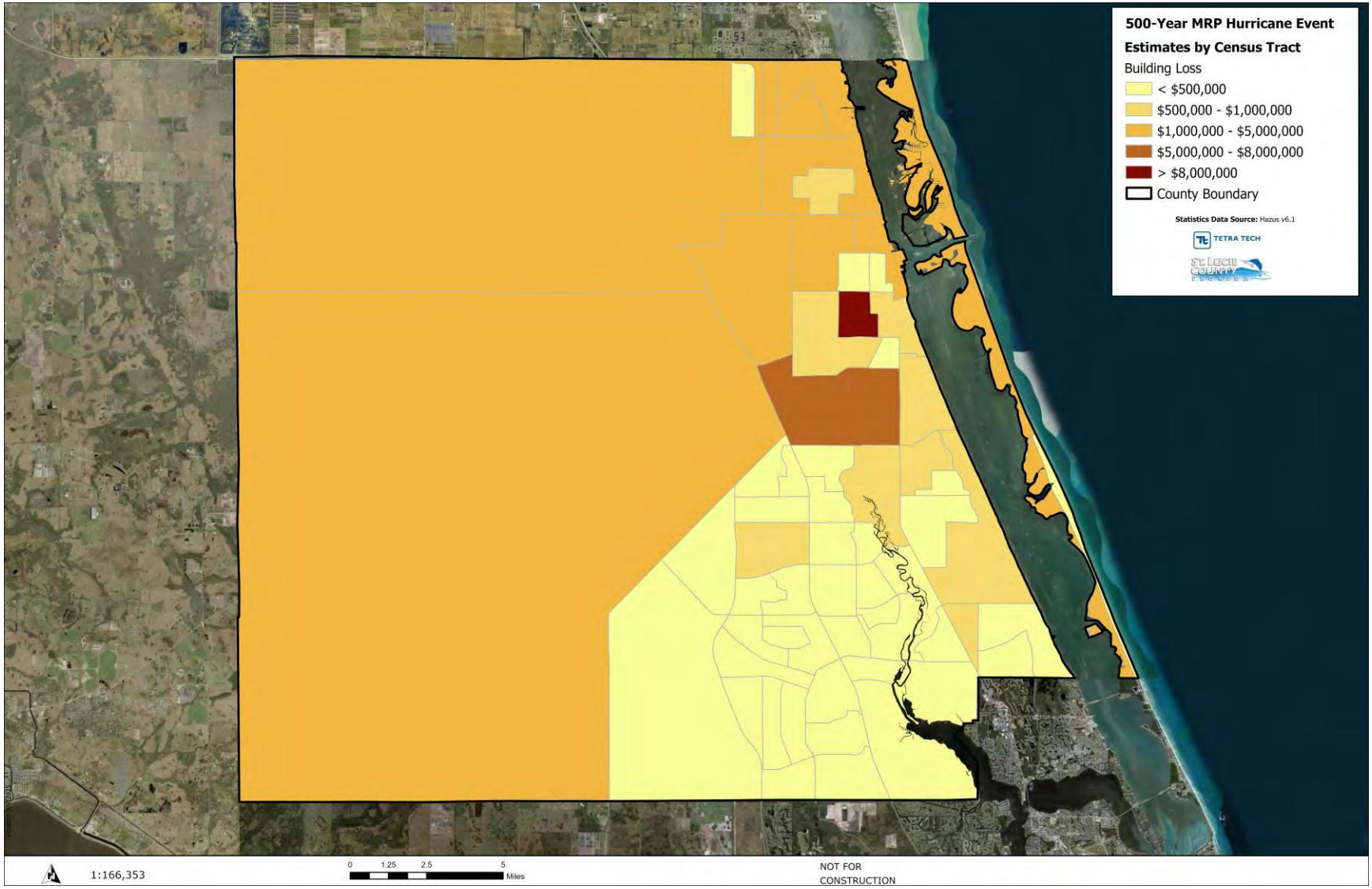


Figure 6-30. St. Lucie County Estimated Building Loss from 500-Year Hurricane Event

Population Sensitivity

Single-family residential construction is particularly vulnerable because less engineering oversight is applied to its design and construction. As opposed to hospitals and public buildings, which are considered "fully engineered," and office and industrial buildings, which are considered "marginally engineered," residential construction is considered "non-engineered." Historically, the bulk of wind damage experienced nationwide has occurred to residential construction. Fully engineered construction usually performs well in high winds due to the attention given to connections and load paths.

St. Lucie County's vulnerability to high winds is compounded by the high concentration of mobile home residents in large mobile home communities in both incorporated and unincorporated areas. There are 8,921 mobile home spaces and 1,184 recreational vehicle spaces throughout the County (SLC Planning & Development Services 2021). Mobile homes are an affordable form of housing in St. Lucie County, and they are distributed in both rural and urban areas. Although the number of mobile homes within the County has been reduced over the last 5 years, they remain the most vulnerable to tornadic activity.

During a 100-year event (i.e., 1 percent annual probability), an estimated 3,192 people (0.9 percent of the total population) would need to evacuate countywide, with nearly 2,759 (0.8 percent) of those requiring short term shelter to house them during the time they are displaced (**Figure 6-13** and **Table 6-16**). These numbers increase significantly during a 500-year event (i.e., 0.2 percent annual probability) to 19,763 (5.7 percent of the total population) displaced residents and 17,622 (5.1 percent) requiring short term shelter countywide (**Figure 6-32** and **Table 6-17**).

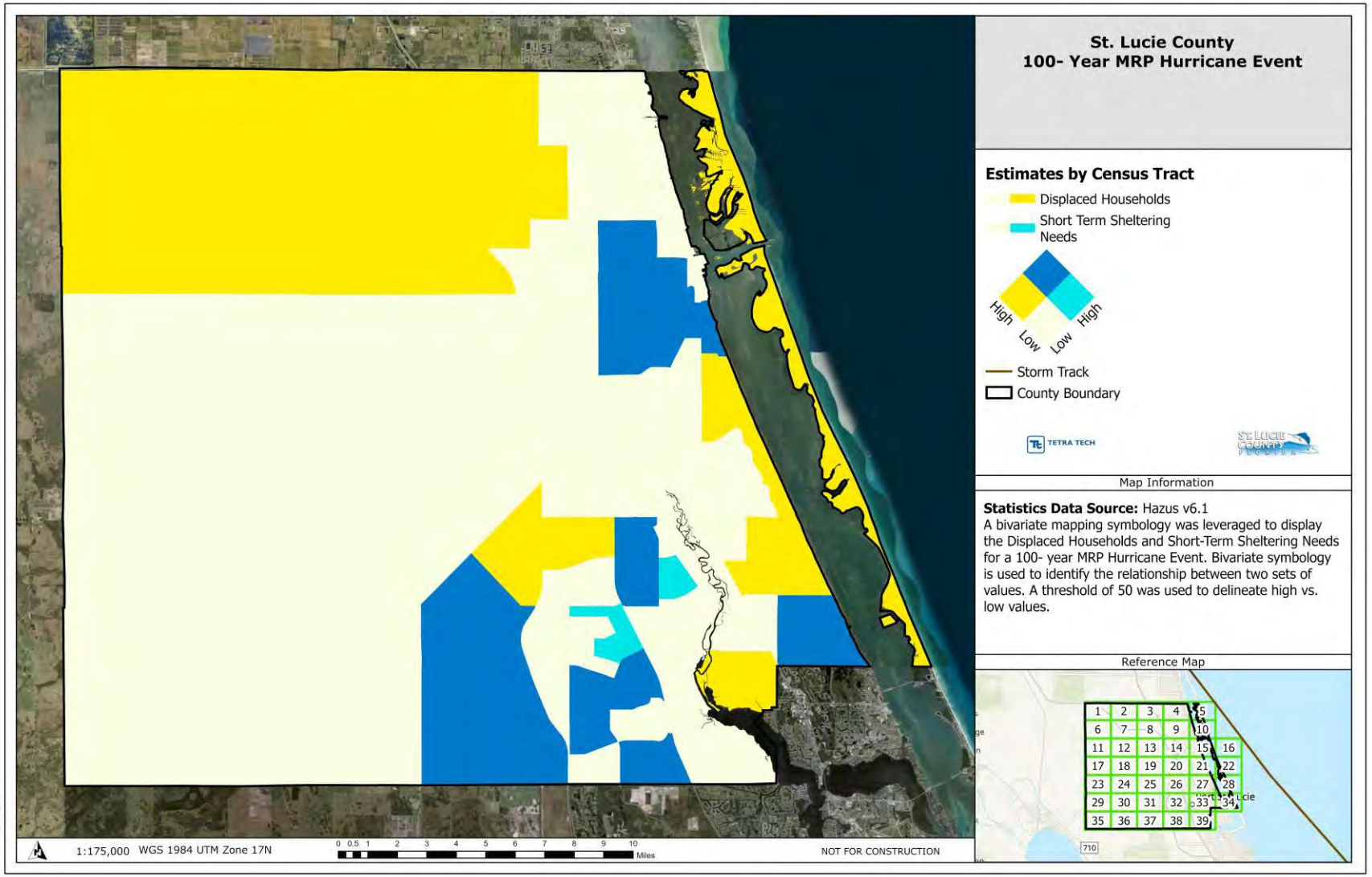


Figure 6-31. St. Lucie County Population Sensitivity to 100-Year Mean Return Period Hurricane

Table 6-16. Population Sensitivity to 100-Year Mean Return Period Hurricane

Jurisdiction	Total Population	Displaced Population	% of Total	Population Requiring Short Term Shelter	Percent of Total
Fort Pierce (C)	48,094	600	1.2%	612	1.3%
Port St. Lucie (C)	220,453	1,432	0.6%	1,433	0.7%
St. Lucie Village (T)	818	2	0.2%	2	0.2%
Unincorporated St. Lucie County	76,872	1,158	1.5%	712	0.9%
St. Lucie County (Total)	**346,237**	**3,192**	**0.9%**	**2,759**	**0.8%**

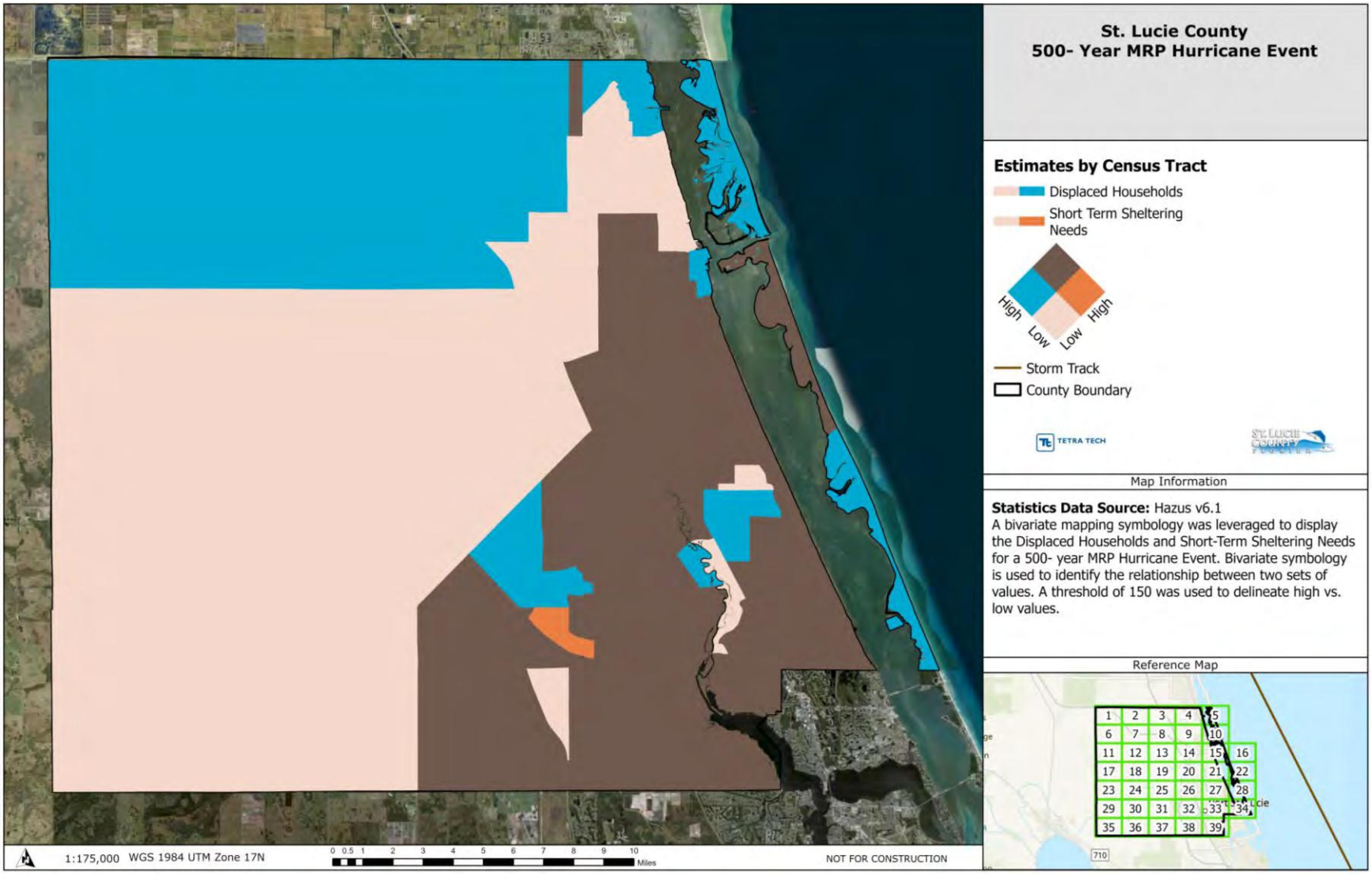


Figure 6-32. St. Lucie County Population Sensitivity to 500-Year Mean Return Period Hurricane

Table 6-17. Population Sensitivity to 500-Year Mean Return Period Hurricane

Jurisdiction	Total Population	Displaced Population	Percent of Total	Population Requiring Short Term Shelter	Percent of Total
Fort Pierce (C)	48,094	3,879	8.1%	4,046	8.4%
Port St. Lucie (C)	220,453	9,244	4.2%	9,206	4.2%
St. Lucie Village (T)	818	15	1.8%	12	1.5%
Unincorporated St. Lucie County	76,872	6,625	8.6%	4,358	5.7%
St. Lucie County (Total)	**346,237**	**19,763**	**5.7%**	**17,622**	**5.1%**

6.2.7 Wildfire

Most of Florida's natural systems are adapted to periodic wildfires and even dependent on them to maintain a balanced and sustainable ecosystem. However, in urbanized areas, naturally occurring wildfires are suppressed to protect life and property. Without management strategies, this results in the build-up of dead or decaying vegetation that provides fuel when a fire occurs and can lead to rapid acceleration and increased danger to surrounding areas.

Wildfire Hazard data from the University of Wisconsin-Madison's SILVIS Lab categorizes wildfire risk into two types: intermix and interface. Interface areas are where housing exists near large, contiguous wildlands, while intermix areas are where housing and smaller natural areas are intermingled. The most recent dataset from 2020 was used in this analysis. These wildfire hazard boundaries were overlaid on updated asset layers, including population data and critical facilities. Any asset points, lines or blocks that intersected the wildfire boundaries were totaled to estimate building replacement cost values and populations vulnerable to wildfire risk.

Wildfires can be caused by humans or occur naturally. Often, weather conditions determine how much a wildfire grows; dry conditions, high temperatures, and wind can cause a wildfire to grow quickly. Additionally, topography is important because it affects the movement of air over the ground surface, and the slope and shape of terrain can change the rate of speed at which fire travels. The Florida Forest Service records fire events by cause through a reporting system. In Florida, a total of 7,184 occurred between 2018 and 2022 burning 304,493 acres. About half of the acres were burned due to wildfires started by lightning. The 2023 Florida State Hazard Mitigation Plan states that the Wildland Urban Interface (WUI) areas of the state have increased and evaluates wildfire risk in the state as high. WUI areas are vulnerable to wildfires and can cause significant property damage (Florida Enhanced State Hazard Mitigation Plan 2023).

Wildfires have the potential for the following impacts within communities (SLC Department of Public Safety Division of Emergency Management 2021):

- Lives and property loss
- Electric power outage
- Surface and air transportation disruption
- Telecommunications system outage

- Disruption of community services
- Human health and safety
- Economic disruption
- Agricultural/fisheries damage
- Loss of livestock
- Damage to critical environmental resources
- Damage to identified historical resources

6.2.7.1 Wildfire Exposure Analysis

To evaluate exposure to wildfire, the assessment uses the WUI data from the University of Madison-Wisconsin to identify vulnerable areas with certain topographies and vegetation, as well as historical incidents of wildfires.

Wildfires are of particular concern in the WUI because they bring humans—the primary cause for wildfire ignition in the United States—into greater contact with flammable wildlands. The WUI grows nationwide by approximately 2 million acres each year as communities continue to expand, often due to the pressures of high housing costs in more densely populated areas.

The wildfire assessment categorized exposure into two categories: intermix and interface. As indicated previously, a wildfire interface is an area where human development meets or mixes with relatively large undeveloped natural environments such as forests, grasslands, or shrublands. This zone is a transition between unoccupied land and developed land. Interface areas are defined as having more than one house per 40 acres, less than 50 percent vegetation, and are within 1.5 miles of an area over 1,235 acres that is more than 75 percent vegetated (Stewart, et al. 2006).

The wildfire intermix is a geographical area where structures and wildlands intermingle, with no clear boundary between the two. In an intermix area, homes and other structures are scattered throughout a wildland area. These structures are often surrounded by trees and vegetation and are only accessible by narrow roads. This makes it difficult to reach these areas if a fire occurs. Intermix areas have more than one house per 40 acres and have more than 50 percent vegetation (Stewart, et al. 2006).

Using the WUI data, assets were overlaid with the wildfire hazard data. Assets that intersected the interface and intermix hazard area are considered exposed. The analysis determined the extent (in miles) of shoreline, the extent (in acreage) of critical asset areas, count of critical assets, count of populations, and land area affected by the wildfire hazard.

The Florida Wildfire Risk Map shown in **Figure 6-33** shows burn probability data. Burn probability is the annual probability of wildfire burning in a specific location. The map was generated using a geospatial Fire Simulation (FSim) system developed by the U.S. Forest Service, Missoula Fire Sciences Laboratory. The FSim includes modules for weather, wildfire occurrence, fire growth, and fire suppression. The map shows wildfires are likely to occur across most of the state, with a 5 to 10 probability ranking, except for portions of the Panhandle and other intermittent areas across the state (Florida Division of Emergency Management 2023).

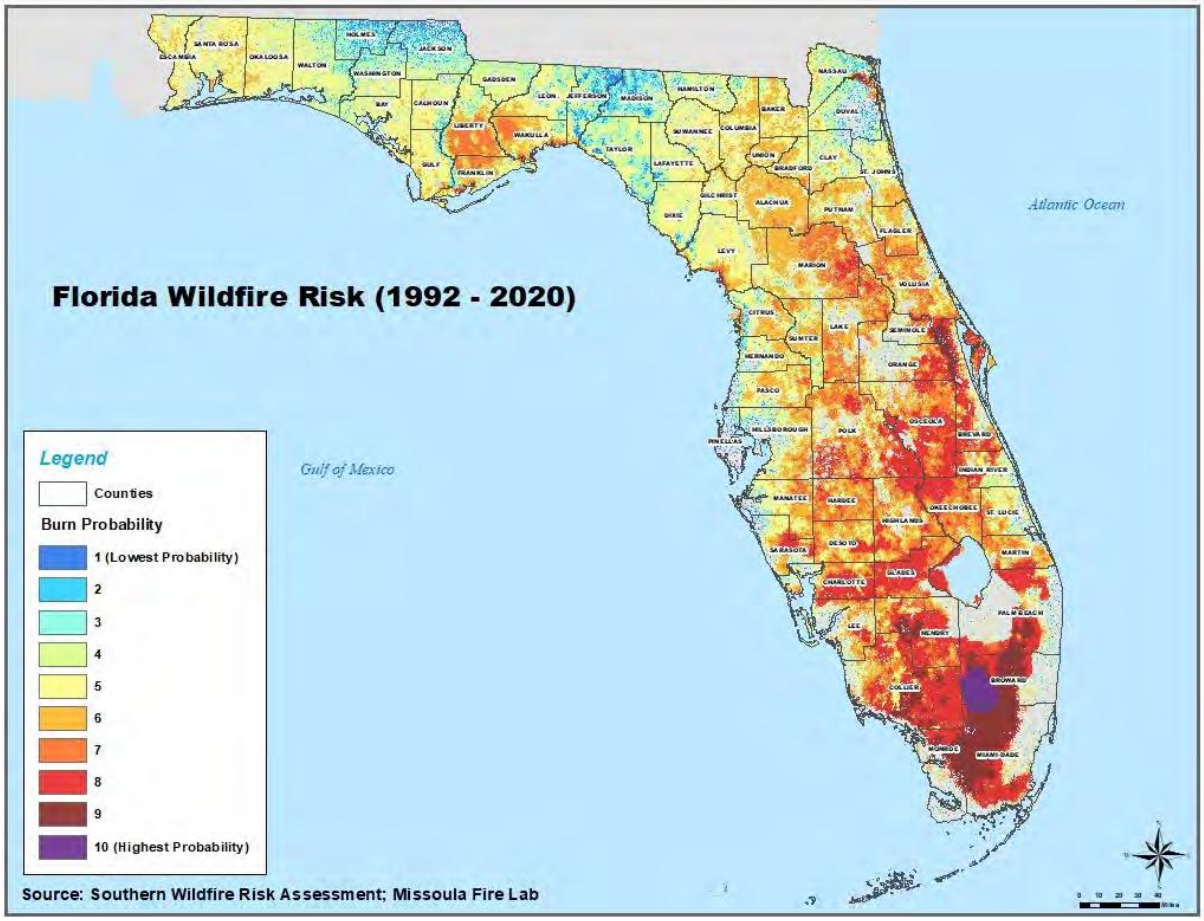


Figure 6-33. Florida Wildfire Risk Map

Land, Assets and Population Exposure

Land Exposure

Wildfire exposure is assessed using both WUI interface and intermix areas. **Figure 6-34** shows the WUI interface and intermix areas in St. Lucie County.

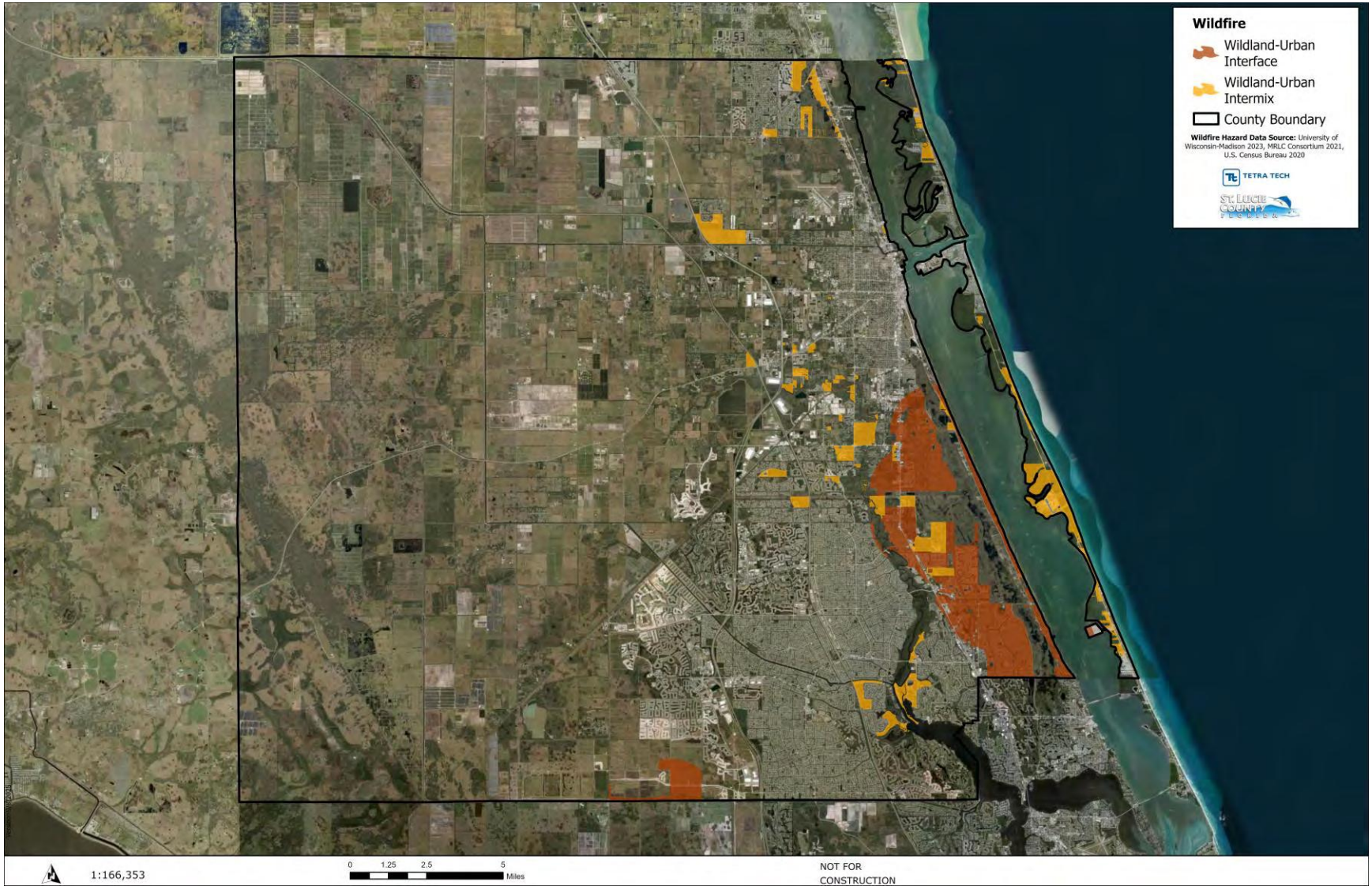


Figure 6-34. St. Lucie County Wildfire Hazard Area

As shown in **Table 6-18**, approximately 17,700 acres countywide are considered exposed to wildfire, representing almost 5 percent of the total land area. Of those total acres, 11,270 or 3.1 percent are categorized as wildfire interface, while 6,563 or 1.8 percent are categorized as wildfire intermix.

Table 6-18. Land Area in Wildfire Hazard Areas

Jurisdiction	Total Land Area (Acres)	Land Area Exposure in Acres			
		Interface	% of Total	Intermix	% of Total
Fort Pierce (C)	15,663.3	802.4	5.1%	230.1	1.5%
Port St. Lucie (C)	75,850.8	4,589.7	6.1%	1,132.0	1.5%
St. Lucie Village (T)	524.0	0.0	0.0%	13.9	2.7%
Unincorporated St. Lucie County	274,265.0	5,878.9	2.1%	5,186.9	1.9%
St. Lucie County (Total)	**366,303.2**	**11,270.9**	**3.1%**	**6,563.0**	**1.8%**

Asset Exposure

As shown in **Table 6-19**, nearly 23 percent of critical assets are exposed to wildfires countywide, with Critical Infrastructure assets making up the largest group facing wildfire exposure.

Table 6-19. Summary of Assets Exposed to Wildfire

Jurisdiction	Number of Assets					Percent of Total Exposed
	Total Critical Assets Evaluated	Critical Community and Emergency Facilities	Critical Infrastructure	Natural, Cultural, and Historic Resources	Transportation Assets	
Fort Pierce (C)	18,654	12	451	1	1	8.1%
Port St. Lucie (C)	805	46	36	17	2	43.40%
St. Lucie Village (T)	445	0	6	0	0	1.4%
Unincorporated St. Lucie County	7,307	35	484	83	8	41.30%
St. Lucie County (Total)	**27,211**	**93**	**977**	**101**	**11**	**23%**

Table 6-20. Assets Exposed to Wildfire by Jurisdiction and Asset Category

Jurisdiction	Critical Asset Category	Total Critical Assets Evaluated	Number of Critical Assets Exposed to the Wildland-Urban Interface (WUI) Hazard Area			
			Interface	% of Total	Inter-mix	% of Total
Fort Pierce (C)	Critical Community and Emergency Facilities	714	11	1.5%	1	0.1%
	Critical Infrastructure	17,152	335	2.0%	116	0.7%
	Natural, Cultural, and Historic Resources	761	0	0.0%	1	0.1%
	Transportation and Evacuation Routes	27	0	0.0%	1	3.7%
Port St. Lucie (C)	Critical Community and Emergency Facilities	343	45	13.1%	1	0.3%
	Critical Infrastructure	275	32	11.6%	4	1.5%
	Natural, Cultural, and Historic Resources	124	10	8.1%	7	5.6%
	Transportation and Evacuation Routes	63	1	1.6%	1	1.6%
St. Lucie Village (T)	Critical Community and Emergency Facilities	5	0	0.0%	0	0.0%
	Critical Infrastructure	435	0	0.0%	6	1.4%
	Natural, Cultural, and Historic Resources	4	0	0.0%	0	0.0%
	Transportation and Evacuation Routes	1	0	0.0%	0	0.0%
Unincorporated St. Lucie County	Critical Community and Emergency Facilities	283	21	7.4%	14	4.9%
	Critical Infrastructure	5,595	170	3.0%	314	5.6%
	Natural, Cultural, and Historic Resources	1,373	9	0.7%	74	5.4%
	Transportation and Evacuation Routes	56	1	1.8%	7	12.5%
St. Lucie County (Total)	**Critical Community and Emergency Facilities**	**1,345**	**77**	**5.7%**	**16**	**1.2%**
	Critical Infrastructure	**23,457**	**537**	**2.3%**	**440**	**1.9%**
	Natural, Cultural, and Historic Resources	**2,262**	**19**	**0.8%**	**82**	**3.6%**
	Transportation and Evacuation Routes	**147**	**2**	**1.4%**	**9**	**6.1%**

As shown in **Table 6-21**, a small portion of countywide evaluated road miles, for transportation systems and critical asset systems (systems like transmission lines, that cannot be identified as a single site), are exposed to the wildfire hazard areas; 4.8 percent of critical infrastructure asset miles (334 miles) and 6.3 percent transportation asset miles (479 miles).

Table 6-21. Total Miles Exposed to the Wildfire Hazard Area

Jurisdiction	Critical Asset Category	Total Miles Evaluated	Total Miles of Critical Assets (Linear) Exposed to the Wildland-Urban Interface (WUI) Hazard Area			
			Interface	% of Total	Inter-mix	% of Total
Fort Pierce (C)	Critical Infrastructure	53.9	0.97	1.8%	0.65	1.2%
	Transportation and Evacuation Routes	52.6	0.94	1.8%	0.70	1.3%
Port St. Lucie (C)	Critical Infrastructure	99.4	1.80	1.8%	2.90	2.9%
	Transportation and Evacuation Routes	133.7	1.56	1.2%	1.03	0.8%

Jurisdiction	Critical Asset Category	Total Miles Evaluated	Total Miles of Critical Assets (Linear) Exposed to the Wildland-Urban Interface (WUI) Hazard Area			
			Interface	% of Total	Inter-mix	% of Total
St. Lucie Village (T)	Critical Infrastructure	2.2	0.00	0.0%	0.00	0.0%
	Transportation and Evacuation Routes	2.1	0.00	0.0%	0.00	0.0%
Unincorporated St. Lucie County	Critical Infrastructure	169.3	4.02	2.4%	5.38	3.2%
	Transportation and Evacuation Routes	271.1	6.72	2.5%	18.05	6.7%
St. Lucie County (Total)	**Critical Infrastructure**	**324.8**	**6.79**	**2.1%**	**8.93**	**2.7%**
	Transportation and Evacuation Routes	**459.4**	**9.22**	**2.0%**	**19.78**	**4.3%**

Population Exposure

The population in the wildfire interface and intermix areas described above are presented in **Table 6-22**. Ten percent of countywide residents are exposed to wildfire, equating to about 34,700 people.

Table 6-22. Population Exposure in Wildfire Areas

Jurisdiction	Total Population	Population Exposure to the Hazard Area			
		Interface	% of Total	Intermix	% of Total
Fort Pierce (C)	48,094	1,183	2.5%	505	1.1%
Port St. Lucie (C)	220,453	12,858	5.8%	2,073	0.9%
St. Lucie Village (T)	818	0	0.0%	32	3.9%
Unincorporated St. Lucie County	76,872	11,193	14.6%	6,872	8.9%
St. Lucie County (Total)	**346,237**	**25,234**	**7.3%**	**9,482**	**2.7%**

Wildfires can cause significant property damage, as well as result in lingering environmental health issues. As discussed previously, asset exposure and sensitivity to wildfire is as much a function of location as it is structure type. The materials and structural integrity of older homes that pre-date enhanced building codes can be significantly more vulnerable to wildfires, as well as mobile homes no matter their age.

The impacts from smoke entering and lingering in the air can become an increased threat to certain populations. Elderly people, children, disabled individuals, and those living with respiratory and chronic illnesses are particularly vulnerable to wildfire hazards. Children breathe more air than adults in proportion to their body size, making them more susceptible to smoke inhalation.

6.2.7.2 Wildfire Sensitivity Analysis

Wildfire risk has been increasing in recent years across the United States. NOAA's Billion-Dollar Weather and Climate Disasters report shows that there was $79.8 billion in costs associated with wildfires between 2018 and 2021, as compared to $8.5 million between 2012 and 2016.

The 2023 Florida State Hazard Mitigation Plan estimates nearly $4.4 million in expected annual loss for St. Lucie County due to wildfires. Total expected annual loss is a combination of exposure, frequency, and historical loss ratio, and depicts the average economic loss in dollars from each natural hazard by census tract and county. Expected annual loss is computed for each hazard type and only quantifies loss for relevant consequence types (i.e., buildings, population or agriculture).

The 'fuel' that drives wildfires is primary dry or decaying vegetation that builds up over time. Local land managers use various strategies to consistently reduce fuel build-up in our rural and urban environments, thereby reducing the risk of catastrophic fires to occur. This includes clearing wide corridors to act as fire breaks, mechanically chopping flammable materials, and using prescribed fires, which are controlled burns under optimal conditions that eliminate the fuel load.

Reduced moisture of living vegetation, soils, and decomposing organic matter during drought or extreme heat events is associated with increased incidence of wildfires. Changes over time in vegetation types could change the mixture and flammability – either favorably or unfavorably – for fuel build-up. As these transitions occur, wildfire occurrences and severity could increase with the introduction of more flammable vegetation types or decrease with the introduction of more fire-resistant species. Florida has weather patterns that lead to both dry and wet periods each year. Future conditions may cause one or the other, or both types of conditions to increase in occurrence and magnitude.

The First Street Foundation's 5th National Risk Assessment: Fueling the Flames Report models risk to fire and threat to properties (First Street Foundation 2022). The Wildfire Model integrates information on fuels, wildfire weather, and ignition. The wildfire weather data looks at factors like surface wind, air temperature, relative humidity, and precipitation. This report shows Florida's current 6 percent of properties at risk from wildfires could jump to 12 percent by 2052 (First Street Foundation 2022). This is partially because Florida is expected to have an increased number of hot days, but also because development is increasingly encroaching into undeveloped land.

7.0 NATURAL, CULTURAL, AND HISTORIC RESOURCES

7.1 Natural Resources

The Sea Level Affecting Marshes Model (SLAMM) is a freely available, spatially explicit land cover change model that simulates coastal habitat transformation due to sea level rise (SLAMM 2022). The model integrates multiple datasets and processes, including elevation and slope, tidal datum shifts, erosion and accretion, storm tide over wash, and existing land cover. SLAMM produces spatially explicit projections of land cover changes over user-defined time steps and SLR scenarios. It is widely used for long-term conservation planning, including imperiled species conservation (Evans & Bergh, 2016; Benedict et al., 2018), flood risk assessments (Hauer et al., 2015), coastal resilience, and planning (Clough et al., 2016; Mazor et al., 2021).

The full St. Lucie County 2025 SLAMM analysis, entitled “Long-Term Resilience in St. Lucie County, FL: A Conservation Planning Approach,” is presented in Part II of this report. It provides a comprehensive evaluation of the countywide vulnerability to sea level rise and outlines strategic pathways for long-term resilience.

SLAMM version 6.7 was implemented with locally calibrated parameters to accurately represent local conditions. The model uses a 10-meter-by-10-meter cell-based approach, where each cell represents elevation, habitat type, and key attributes. The fate of each cell is determined by SLR-driven processes that includes inundation of low-lying areas, shoreline erosion, habitat conversion, soil saturation from rising water tables, and sediment and organic matter accretion.

As a rapidly growing coastal region, SLC is particularly vulnerable to the impacts of SLR, extreme weather, and increased flooding, especially on its ecosystems. St. Lucie County’s coastal ecosystems provide critical services, including storm protection, carbon storage, wildlife habitat, and recreational opportunities. Emerging concerns in resilience are focused on development in flood-prone areas that increase regional flood exposure, reduce the footprint of natural lands, and lead to a condition known as coastal squeeze, where developed waterfront land prevents the migration of wetlands in response to SLR (Clearview Geographic LLC 2025).

Recent record rainfall from Hurricanes Irma (2017) and Milton (2024) has further highlighted these concerns, emphasizing the need for integrated stormwater management, wetland conservation, and sustainable land-use planning (Clearview Geographic LLC 2025).

SLAMM is a computer-based model that simulates how coastal wetlands and shorelines respond to rising sea levels. It predicts how habitats such as mangroves, marshes, and beaches may migrate, transform, or disappear as sea levels rise. SLAMM considers key processes like inundation, erosion, accretion, and habitat conversion, making it a valuable tool for climate adaptation planning and coastal resilience strategies. The SLAMM analysis for the SLC region explored opportunities to enhance resilience through open space conservation and green stormwater infrastructure. Science-based planning and proactive management will be increasingly important for the region as it seeks to protect its environment, economy, and quality of life. The findings from this SLAMM analysis will help local decision-makers develop strategies that will minimize ecosystem loss and maximize natural flood protection (Clearview Geographic LLC 2025).

Using high-resolution elevation data, wetland inventories, and NOAA's SLR projections, the study modeled ecological changes for years 2040, 2070 and 2100 under two scenarios: Intermediate Low (NIL) and Intermediate High (NIH). The results show that under the NIH scenario, St. Lucie County could lose up to 94 percent of its mangrove habitat (over 64,000 acres) and nearly 49 percent of regularly-flooded marshes, while estuarine open water could expand by nearly 400 percent. In contrast, the NIL scenario projects far less dramatic changes, including a slight increase in mangrove area and more moderate wetland losses (Clearview Geographic LLC 2025).

While protection strategies (such as safeguarding all dry land or only developed dry areas) are effective at preserving infrastructure, they offer limited benefits for natural systems. In fact, the "Protect All Dry Land" strategy may exacerbate habitat loss due to 'coastal squeeze', where wetlands are trapped between rising seas and hardened infrastructure, unable to migrate inland. A "Protect Developed Dry Land" strategy, offers a more balanced approach, preserving infrastructure while supporting some ecological adaptation (Clearview Geographic LLC 2025).

To guide future action, a phased adaptation strategy is recommended in the report. In the short term, priorities should include monitoring habitat changes, protecting critical wetland areas, and updating land use codes, with longer term strategies considering increased land acquisition, floodplain restoration, and infrastructure retrofits.

Figure 7-1 presents a spatial analysis of high-priority parcels in SLC identified for potential conservation action. The map integrates outputs from the SLAMM model with the Florida Natural Areas Inventory's Critical Lands and Waters Identification Project (CLIP) data to highlight parcels that are ecologically valuable, and have the potential to support flood mitigation, biodiversity long-term resilience. Specifically, it displays 581 parcels, each 10 acres or larger, that meet multiple criteria: they contain natural land cover types (e.g., wetlands, upland forests), overlap with Priority 1 or 2 CLIP conservation areas, and are adjacent to or near existing protected lands. These parcels are primarily located in the western portion of the County, where SLAMM projections indicate less direct inundation risk, but nonetheless critical for preserving freshwater ecosystems, groundwater recharge zones, and habitat connectivity. The figure underscores the importance of proactive land acquisition and conservation easements in areas that can serve as refugia or migration corridors for ecosystems threatened by SLR and development pressure.

Ultimately, the SLAMM report provides a robust foundation for recognizing increased hazard risk potential and integrating adaptation and mitigation strategies into land use planning, conservation initiatives, and infrastructure investment. It underscores that local actions—particularly those that preserve and restore natural systems—can significantly enhance St. Lucie County's ability to adapt to a changing conditions.

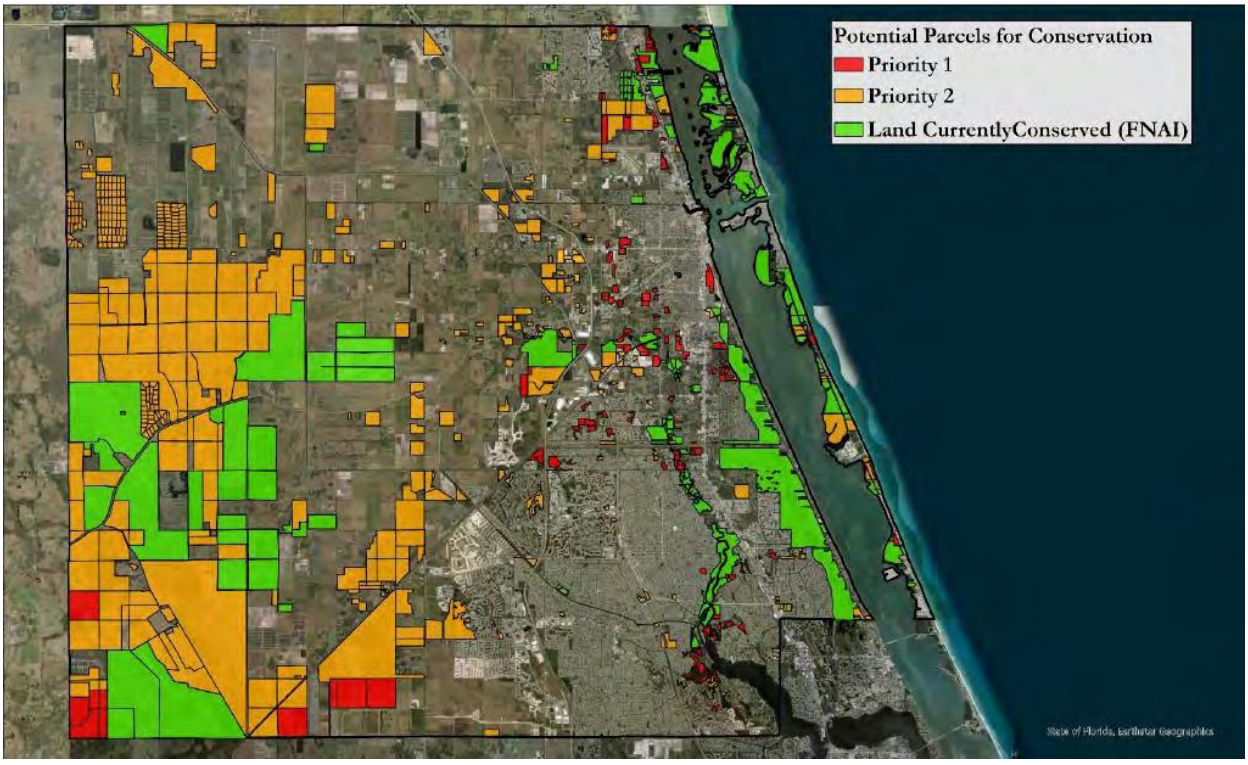


Figure 7-1. Potential Conservation Land Parcels in St. Lucie County

7.2 Cultural and Historic Resources

St. Lucie County is rich in cultural and historical assets that reflect its diverse heritage and community. These cultural and historical assets play a vital role in preserving the community's heritage, fostering a sense of identity, and promoting tourism. These assets include museums, historical landmarks, cultural centers, and heritage sites.

A number of historical resources are at risk due to flood hazards and pose substantial challenges for continued protection and preservation. As reflected in **Figure 7-2**, within SLC, there are 66 previously recorded historic buildings or structures (April 2024), and 59 previously recorded archaeological sites on city-, county-, or state-owned or managed parcels (Parsons et al. 2025).

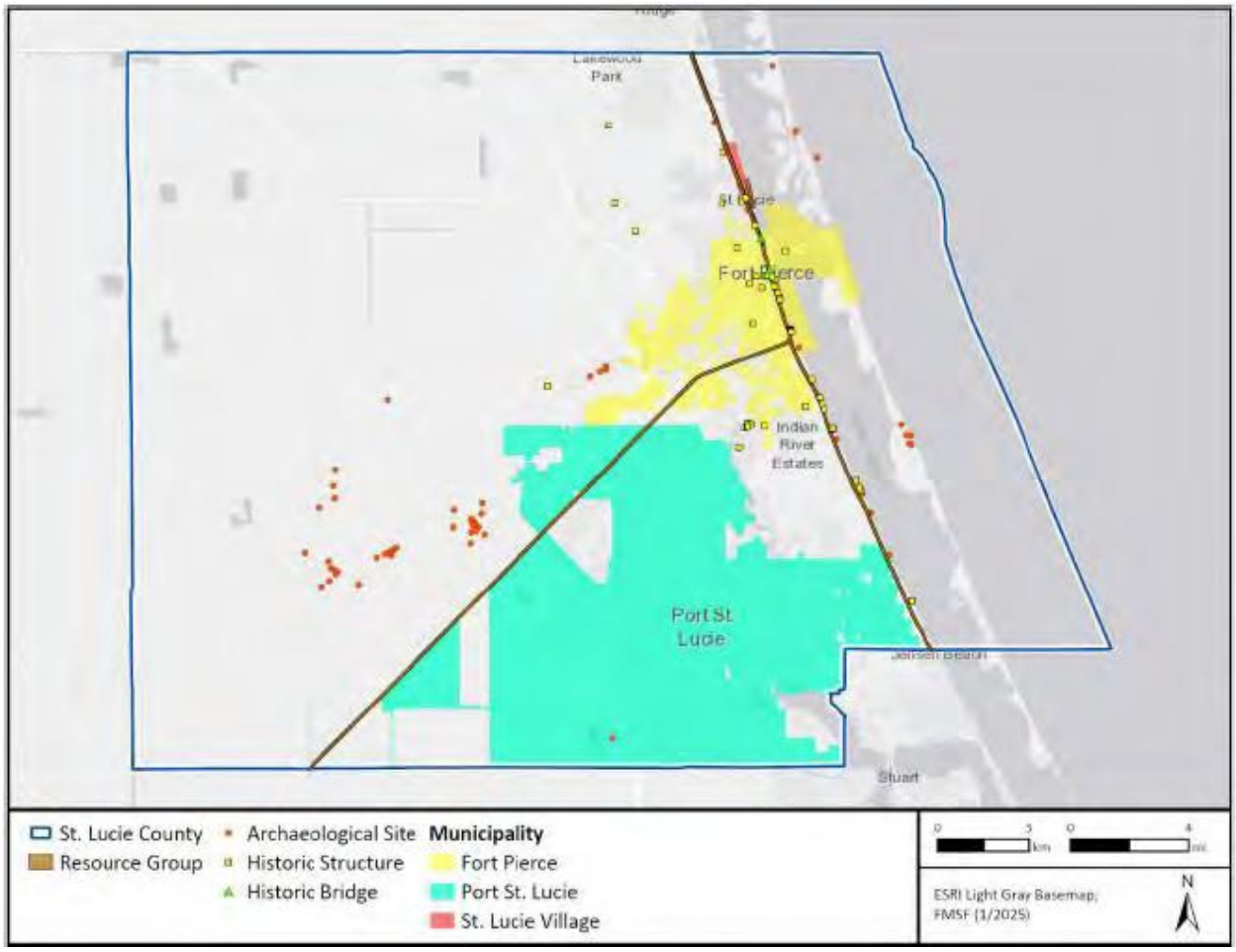


Figure 7-2. Overview of Historic Buildings, Structures, and Archeological Sites within St. Lucie County

Of the 66 historic resources analyzed, 62 are currently vulnerable to 24-hour 100-year rainfall events, while all face risks from heavy rainfall events. The Florida East Coast Railroad – Lake Harbor Branch is projected to have the most severe potential flood value (11.24 inches) along with Moore's Creek Bridge (9.91 inches). Of the 59 archeological sites analyzed, 42 are currently vulnerable to 24-hour 100-year rainfall events (ranging from 0.38 to 9.5 inches). Field Site #3 (a prehistoric habitation site) is projected with the most severe potential flood value (9.5 inches) along with Williams Midden (8.28 inches) (Parsons et al. 2025).

By 2040, the number of historic resources impacted by the 100-year rainfall event is projected to remain at 62, with the number of archeological sites impacted increases from 42 to 48. The projected impacts to historic resources under 2040 conditions range from less than 1.0 inch to 12.81 inches. Sites with significant potential flooding impacts include Indian Garden, Indian River Drive Site #9, Williams Midden, Blind Creek II, and Indian River Drive Site #8 (Parsons et al. 2025).

By 2070, projected impacts to historic resources range from less than 1.0 inch to 12.84 inches. Historic resources with significant potential flooding impacts include the Captain Hammond House, N U.S. Highway 1, Dixie Highway, and Red Barn Produce. Similarly, by 2070, the number of archeological sites impacted by the 100-year rainfall event is projected to increase to 52 sites (Parsons et al. 2025).

Historic buildings in SLC and the municipalities have diverse foundation types, including poured concrete footers, concrete block foundations, brick piers, raised concrete slabs, and at-grade concrete slabs. This variety results in different first-floor elevations, affecting each building's vulnerability and adaptation strategies. Architectural surveys and research can identify prominent building types and development patterns to estimate impacts and inform adaptive strategies. Public input is crucial for determining which historic resources the community prioritizes for protection.

Identifying general building types can aid in developing adaptation strategies, as well as design regulations for future construction, following guidelines from the National Park Service.

Flooding and inundation risks reduce opportunities to document and interpret archaeological information. SLC and the municipalities have various archaeological site types, including Native American precontact sites, Spanish and early American historic sites, multicomponent sites, and submerged sites like historic shipwrecks listed in the National Register of Historic Places. While not all sites can undergo intensive investigations, prioritizing at-risk sites for documentation involves professional judgment and systematic criteria, considering factors like rarity, integrity, threat severity, archaeological potential, and access. Unlike historic buildings, archaeological sites cannot be moved without destruction, limiting mitigation options.

This analysis highlights the growing vulnerability of SLC and the municipalities' historic and cultural resources. Proactively protecting these cultural and historic assets is essential for preserving SLC's cultural and historical fabric. Prioritizing adaptive measures, such as flood mitigation infrastructure, elevation, and other preservation techniques, will help ensure that these irreplaceable sites remain intact for future generations.

PART 2

St. Lucie County

Resilience Vulnerability Assessment

Phase II – Other Hazards (RVA-OH)



August 2025

This Report was developed through research by Clearview Geographic LLC, and supported by the CBDG-MIT Program

CLEARVIEW GEOGRAPHIC

TETRA TECH

PART 2: A CONSERVATION APPROACH TO LONG-TERM RESILIENCE

8.0 INTRODUCTION

St. Lucie County's natural and semi-natural interior landscape is characterized by a mosaic of forests, grasslands and wetlands. Located at the intersection of the subtropical and tropical zones, the county contains a unique mix of flora and fauna, contributing to its relatively high local biodiversity. The county contains large areas of protected conservation areas and privately held undeveloped lands that provide important ecosystem services, including provisioning of water quality protection, groundwater recharge and floodwater storage. Each of these natural communities plays a vital role in the region's environmental resilience.

In addition, St. Lucie County's coastal landscape is a rich tapestry of 18 interconnected habitats, ranging from beaches and mangroves to freshwater wetlands and upland systems. Oceanfront habitats form the county's first line of defense against storms and rising seas. Beach systems and coastal scrub naturally buffer inland areas from wave and wind energy while mangroves, salt marshes and tidal flats create stable shoreline anchors.

Coastal areas of eastern St. Lucie County are known to be susceptible to major flood hazards associated with coastal erosion, storm surge, long-term sea level rise, and extreme precipitation. Due to the very low gradient of the St. Lucie River and its connection to tidal influence, some areas of central St. Lucie County are vulnerable to impacts from long-term sea level rise and rainfall. Many populated areas throughout St. Lucie County, not located near a water body, are also known to be susceptible to flooding associated with localized extreme rainfall and stormwater runoff.

Conservation, preservation, and restoration of undeveloped open space is widely regarded as one of the most efficacious and cost-effective flood risk mitigation strategies, especially when considering the uncertainties of future flood-related hazards. Open space conservation is known to reduce flood risk at multiple scales that range from stormwater catch basins draining less than an acre of land, up to regional watershed drainages covering hundreds of square miles or more. The many other co-benefits of open space – including biodiversity preservation, water quality protection, food and fiber production, carbon capture and storage, recreational enjoyment, and quality of life – provide further impetus for increased utilization of land conservation as a primary tool in comprehensive flood management, resilience, and mitigation programs.

The Sea Level Rise Affecting Marshes Model (SLAMM) is a data-driven initiative designed to assess how coastal ecosystems will respond to rising sea levels. By utilizing county-wide high-resolution elevation data, wetland inventories, and advanced habitat modeling, this study provides key insights into the migration of coastal habitats, potential ecosystem shifts, and long-term resilience strategies.

This study explores opportunities to enhance resilience through open space conservation and green stormwater infrastructure. The analysis examines:

Ecosystem Vulnerabilities – Identifying which coastal habitats face the greatest risk from sea level rise.

Projected Changes Over Time – Understanding when and how ecological transitions may occur.

Protection and Adaptation Strategies – Evaluating conservation and mitigation efforts to enhance resilience.

This SLAMM Analysis of St. Lucie County's coastal ecosystems reveals a complex interplay of vulnerability and resilience. While rising seas and changing local weather patterns pose significant risks, many of the county's natural systems retain the potential to adapt—if given adequate space and support.

As a rapidly growing coastal county, St. Lucie is particularly vulnerable to the impacts of sea level rise, extreme weather, and increased flooding. Recent record rainfall from Hurricanes Irma (2017) and Milton (2024) has further highlighted these risks, emphasizing the need for integrated stormwater management, wetland conservation, and sustainable land-use planning (e.g. Low Impact Development strategies).

Results from this analysis, under moderate to high sea level rise projection scenarios, show the potential for extensive wetland change within the coastal areas of St. Lucie County and conversion of freshwater ecosystems into estuarine conditions within the St. Lucie River, by the year 2070. However, projected trend-based land cover change patterns associated with expected population growth, show much more extensive impacts than even the highest modeled rate of sea level rise on freshwater wetlands and other natural ecosystems across St. Lucie County.

Without proactive measures, the county faces significant risks, including:

- Increased infrastructure damage due to flooding and extreme weather events.
- Loss of critical natural resources that provide storm protection, water filtration, and habitat preservation.
- Economic disruptions affecting property values, tourism, agriculture, and local businesses.
- Greater financial strain on county budgets due to disaster response and recovery expenses.

As St. Lucie County continues to grow and develop, strategic protection and maintenance of priority green space areas will be required in order to maintain these ecosystem services. This will take a complex, multi-layered strategy involving conservation policy, fee simple land acquisition, conservation easements, forestry and agricultural land use incentives, and low impact development approaches.

The key to enhancing long-term resilience lies in:

- Decisive action in the present
- Flexibility to adapt strategies as conditions evolve
- A resilient future requires sustained commitment and collaboration from all sectors. The investment in protecting and enhancing natural infrastructure today will help ensure St. Lucie County remains a vibrant, resilient community for generations to come.

8.1 Project Overview

This document presents a comprehensive analysis of the Sea Level Affecting Marshes Model (SLAMM) outputs for St. Lucie County, Florida. The study evaluates projected changes in coastal habitats under various sea level rise (SLR) scenarios, protection strategies, and planning horizons. The findings indicate significant habitat transitions over time, with the extent and timing of changes varying based on the SLR scenario and chosen protection strategy.

What is SLAMM? The Sea Level Affecting Marshes Model (SLAMM) is a computer-based model that simulates how coastal wetlands and shorelines respond to rising sea levels. It predicts how habitats such as mangroves, marshes, and beaches may migrate, transform, or disappear as sea levels rise. SLAMM considers key processes like inundation, erosion, accretion, and habitat conversion, making it a valuable tool for adaptation planning and coastal resilience strategies (**Figure 8-1**).



Figure 8-1. Warren Pinnacle Consulting, Inc's Website, more details are available for SLAMM at: https://www.warrenpinnacle.com/

8.1.1 Study Area

St. Lucie County (**Figure 8-2**), located on Florida's east coast, contains diverse coastal ecosystems including mangroves, swamps, marshes, and developed areas. The county has approximately 21 miles of Atlantic Ocean coastline and significant estuarine shoreline along the Indian River Lagoon. These ecosystems provide important ecological services, including:

- Habitat for wildlife, including threatened and endangered species
- Storm protection and flood mitigation
- Carbon sequestration and storage
- Water quality improvement
- Recreational opportunities and tourism

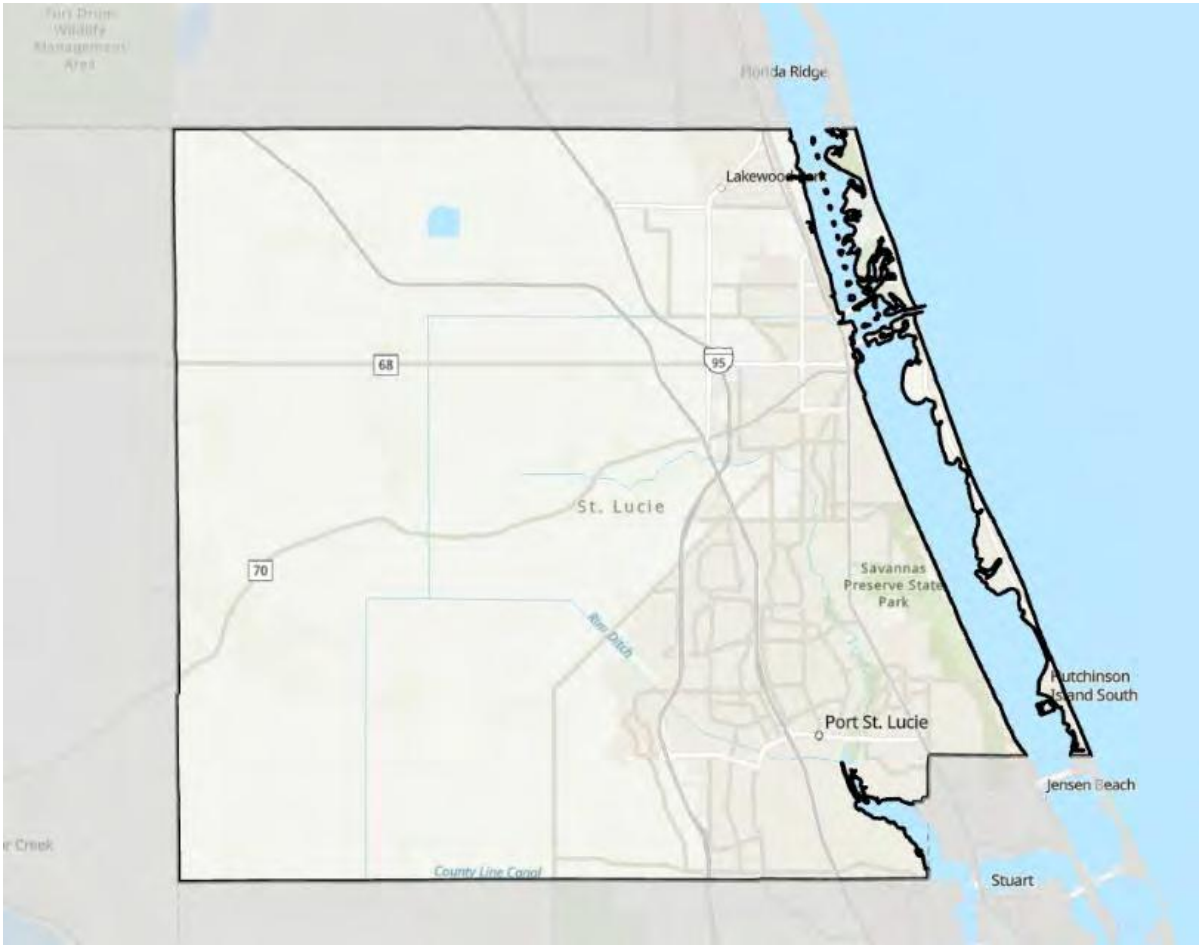


Figure 8-2. Overview of St. Lucie County

Sea level rise poses a significant threat to these coastal ecosystems and developed areas, potentially causing habitat transitions, loss of ecosystem services, and impacts to infrastructure. While it is not clear if sea-level rise is already contributing to increasing flood risk along the St. Lucie River in St. Lucie County, high rates of sea-level rise would be expected to increase water levels within the St.

Lucie River – and cause increased flood risk in low-lying riverine areas – across western and southern St. Lucie County over the next several decades.

St. Lucie County is a geographically moderate-sized and populous coastal county in southeastern Florida (**Figure 8-3**). With a total area of approximately 688 square miles, including 572 square miles of land area and 116 square miles of open water, St. Lucie County is not among the largest by area out of Florida's 67 counties. The 2020 U.S. Census Bureau's population count for St. Lucie County is approximately 373,586, making it the 20th largest by population within Florida.

St. Lucie County currently contains a total of three incorporated cities and towns: Port St. Lucie, Fort Pierce, and St. Lucie Village. The county seat is Fort Pierce.

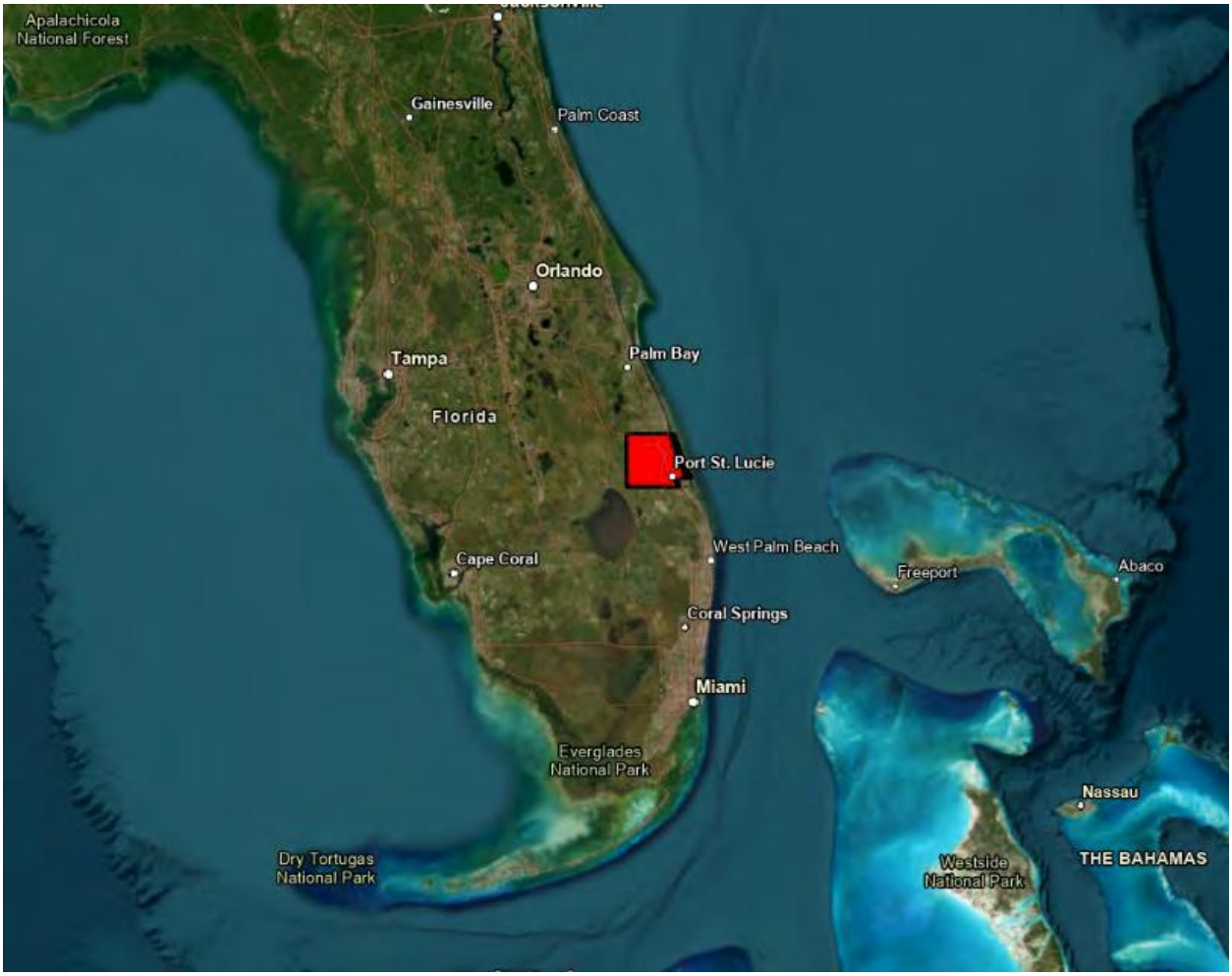


Figure 8-3. Regional overview, locating St Lucie County for context within the peninsula of Florida

Eastern St. Lucie County is bordered by the Atlantic Ocean and includes significant inland estuarine waters within the Indian River Lagoon and North Fork St. Lucie River. Indian River County borders St. Lucie County to the north, Martin County to the south, and Okeechobee County to the west.

The National Weather Service reports the average annual precipitation for Port St. Lucie as approximately 53.5 inches per year. Summer months of June-September tend to bring the highest

precipitation totals due to the regular occurrence of convective thunderstorms and periodic impacts from tropical cyclones. The driest months usually occur in December-February. Frontal storms generally provide the most significant precipitation to St. Lucie County during non-summer months.

8.1.1.1 Flood Risk Hazards

Coastal areas of eastern St. Lucie County are known to be susceptible to major flood hazards associated with coastal erosion, storm surge, long-term sea level rise, and extreme precipitation. Central and western St. Lucie County contains large expanses of low-lying areas, particularly near the St. Lucie River and ancillary water bodies, that experience riverine flooding – also known as "fluvial" flooding – in the aftermath of large regional precipitation events. Due to the very low gradient of the St. Lucie River, some areas of central and western St. Lucie County may additionally be vulnerable to impacts from long-term sea level rise. Many populated areas throughout St. Lucie County not located near a water body are also known to be susceptible to flooding associated with localized extreme rainfall and stormwater runoff, or what is often referred to as "pluvial" flooding (**Figure 8-4**).

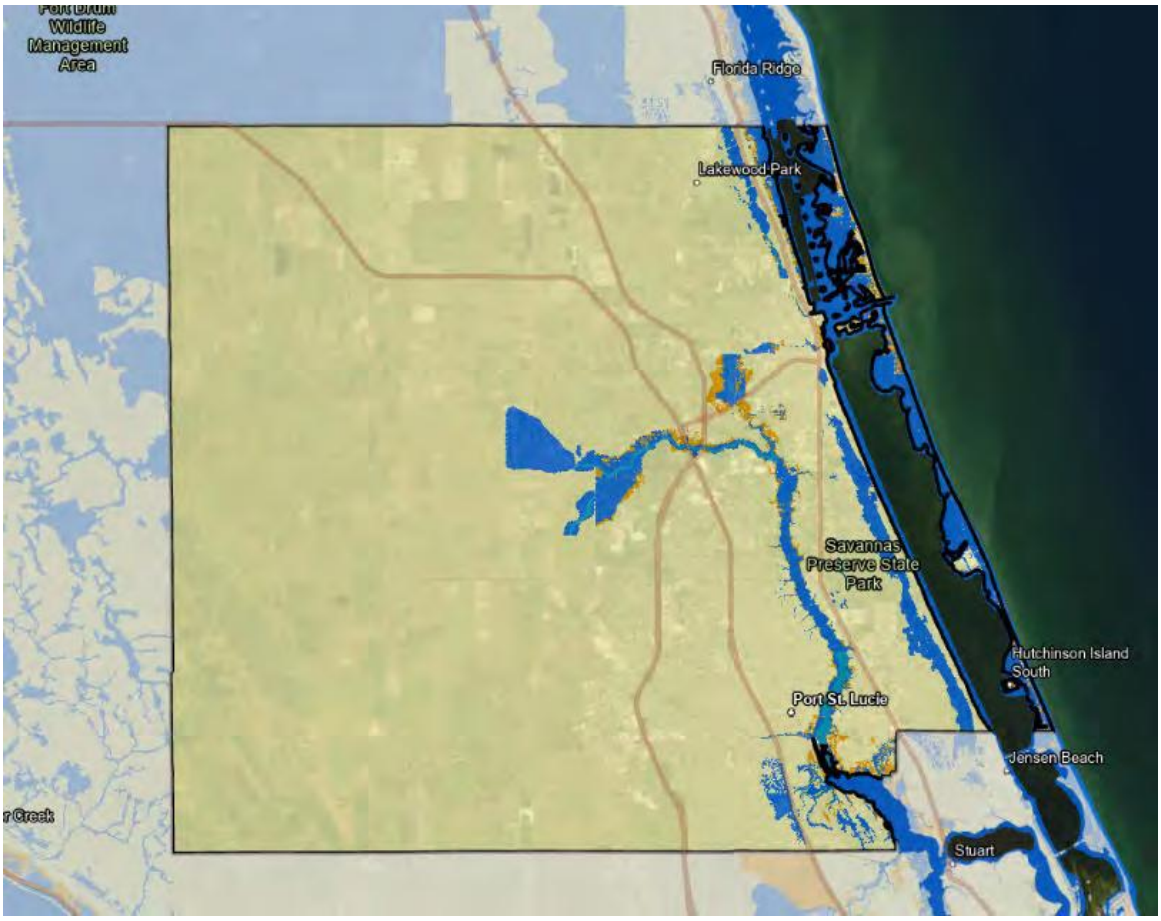


Figure 8-4. St Lucie Flood 100-yr and 500-yr flood hazard areas

Although large rainfall events that bring the potential for flooding can occur anytime of the year in St. Lucie County, the area's most severe flooding events have generally been associated with storm surge as a result of landfalling tropical cyclones (i.e., hurricanes, tropical storms, or tropical depressions) in

late summer to early fall. Some of the named tropical cyclones that have produced major flooding in portions of St. Lucie County over the past three decades include Tropical Storm Gordon (November 1994), Hurricane Frances (September 2004), Hurricane Jeanne (September 2004), Tropical Storm Fay (August 2008), Tropical Storm Debby (2012), Hurricane Dorian (2019), Tropical Storm Eta (2020), Hurricane Ian (2022), Hurricane Nicole (2022), and Hurricane Milton (2024). Unfortunately, research indicates a trend toward larger, wetter tropical cyclones, within the North Atlantic Ocean basin that impacts Florida and, more generally, across the world (Marsooli et al. 2019; Guzman and Jiang 2021; Reed et al. 2022).

In 2022, St. Lucie County was significantly impacted by both Hurricane Ian and Hurricane Nicole over an approximately six-week period. On September 28, Hurricane Ian made landfall as a large and powerful Category 4 storm on Florida's Gulf coast near Ft. Myers, where its winds and storm surge caused catastrophic levels of damage. Although Ian's winds weakened substantially as it crossed the state before impacting St. Lucie County, many coastal and inland properties – including properties not contained within an officially designated FEMA flood zone – sustained some degree of flood damage. Wind speeds in St. Lucie County reached up to 59 mph in Fort Pierce, and rainfall totals varied, with some areas receiving up to 12 inches of rain.

Most of Ian's flooding in St. Lucie County was caused by torrential rainfall, which in some locations along its path totaled up to 20 inches over the duration of the storm (~24 hours). The sheer volume of precipitation overwhelmed natural and human-engineered drainage systems, resulting in large amounts of pluvial flooding that severely impacted many streets, homes, businesses, and other structures as the storm moved through the area. Numerous lakes, ponds, streams, and wetlands also reached record levels in the days and weeks after Ian passed, as floodwaters slowly made their way through natural drainages. For example, several gauges along the St. Lucie River, the primary drainage basin for most of St. Lucie County, crested at the highest stages ever recorded approximately 1-2 weeks following Ian.

Several weeks later, numerous beachfront properties in St. Lucie County were further impacted by additional storm surge and shoreline erosion associated with Hurricane Nicole, a large Category 1 storm that made landfall on the Atlantic Coast near Vero Beach on November 10, 2022. Despite being less intense than Ian, Nicole still had a notable impact on St. Lucie County, causing coastal flooding and beach erosion due to the storm surge, localized flooding from heavy rains, and moderate wind damage to structures and vegetation. Wind speeds in St. Lucie County during Nicole reached up to 44 MPH near Treasure Coast International Airport, and rainfall totals in the county were around 2.61 inches.

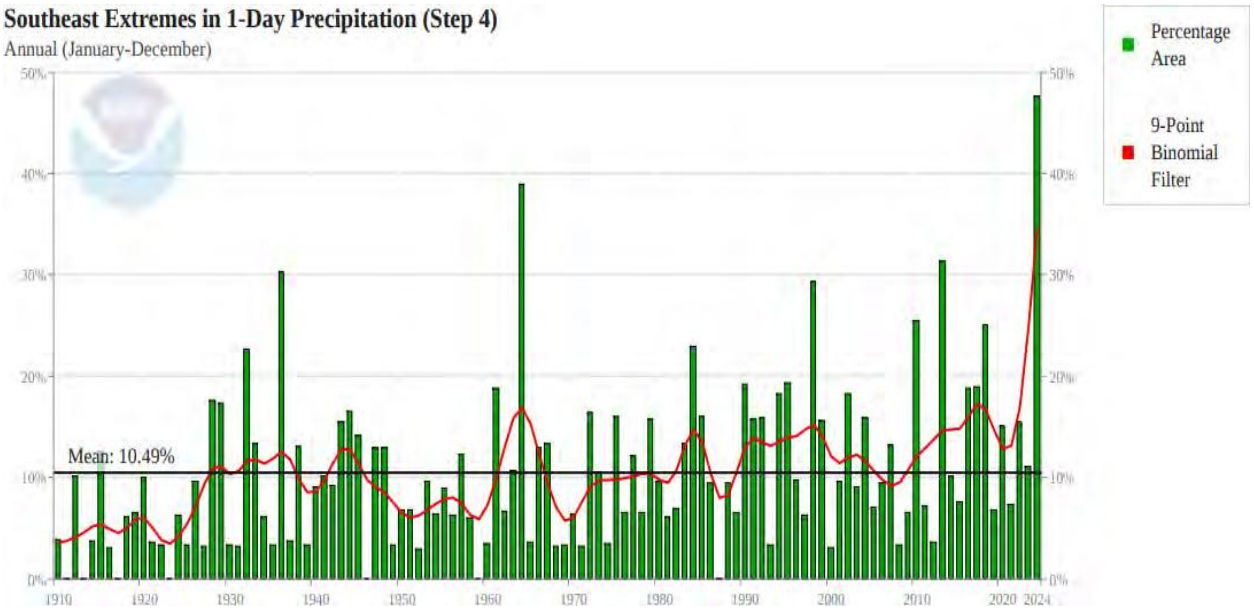
By contrast, damages from Nicole were mostly associated with severe waterfront erosion, which occurred as the large, slow-moving storm brought multiple days of large waves and storm surge to shoreline areas that had already been damaged by Ian several weeks earlier. Large areas of the urbanized shoreline in St. Lucie County, particularly the area's Atlantic beaches that had recently been impacted by Ian, suffered devastating damages from the additional coastal flooding and erosion brought by Nicole.

Together, the impacts from both hurricanes combined to increase damages in SLC, and individually highlighted the vulnerability of coastal communities like St. Lucie County to severe weather events.

8.1.1.2 Increasing Flood Risks

Concern about the potential for increased flooding risk in St. Lucie County comes from at least three major factors. First, historical and ongoing population growth is associated with substantial land use change, increasing amounts of impervious cover, and the loss of natural functioning in wetland and floodplain areas (Volk et al. 2017). Such land use change factors are known to increase the risks of pluvial flood magnitude and extent within urban, suburban, and peri-urban areas (Blum et al. 2020; Li et al. 2022). Second, ongoing sea level rise is a source of compounding flood risks within the coastal zone, as increasingly higher sea levels directly correspond to higher storm surge potential and reduced ability of existing stormwater conveyance systems to remove rainfall-driven water from the built environment. Third, data suggest that eastern Florida may already be undergoing a trend toward a more frequent occurrence of more extreme precipitation events as compared to historical baselines (Obeysekera et al. 2021) (**Figure 8-5**). Taken together, these factors bring the likelihood of higher flood damage risks for built areas that are already designated as flood-prone, while also potentially creating novel flood exposure hazards within areas historically thought to have minimal flood risk (Sohn et al. 2020; Panos et al. 2021).

St Lucie Flood 100-yr and 500-yr flood hazard areas; majority of St Lucie County mapped in X or minimal flood hazard area.



Data source: NOAA (National Oceanic and Atmospheric Administration). (2024). Southeast Climate Extremes Index. Retrieved May 6, 2025, from www.ncei.noaa.gov/access/monitoring/cei

Figure 8-5. Increases in freshwater rates via rainfall in southeast Florida, one component of increasing hydrologic flood risk.

Even with the advent and enforcement of modern stormwater management standards since the 1980s, the much higher footprint of developed lands in eastern Florida has likely increased the region's overall exposure to flooding (Feng et al. 2021). The large-scale flooding associated with recent hurricanes has raised substantial public discussion and concern about the potential role of development in exacerbating flood risks. In addition, the large rainfall totals associated with recent storms appear to be a direct function of increasingly warmer ocean and atmospheric temperatures. For example, a detailed meteorological attribution study of Hurricane Ian suggests that the modern increase in average global temperatures and associated climatic alterations increased the storm's overall rainfall total in Florida by about 18 percent (Reed and Wehner 2023). Given the increased developed area throughout the St. Lucie River watershed and the record rain events associated with Hurricane Irma and Hurricane Milton, it is perhaps unsurprising that record water levels were observed in some areas of St. Lucie County during the aftermath of these storms.

Sea level along the U.S. coastline is expected to rise, on average, 10 - 12 inches in the next 30 years, which will be as much as the rise measured over the last 100 years (1920 - 2020). Sea level rise will vary regionally along U.S. coasts because of changes in both land and ocean height. On average, rise in the next three decades is anticipated to be: 10-14 inches along the U.S. east coast---https://sealevel.globalchange.gov/.

It is also quite clear that rising sea levels have already increased flood risks in coastal St. Lucie County. For example, the height and extent of the storm surges associated with Irma, Nicole, and Milton were enhanced by the 0.12 inches (+/- 0.009 inches) per year of sea level rise that has occurred over the past 93 years (NOAA Tides and Currents, 2025). Legacy coastal stormwater drainage systems that discharge into tidal water bodies also have inherently less capacity to convey water due to increased infiltration from the rising sea. During Irma and Milton, the combination of storm surge, sea level rise, and extreme rainfall resulted in the complete failure of some legacy stormwater systems in St. Lucie County and associated municipalities. As sea level rise continues to accelerate, associated flood risks from storm surge and failure of coastal stormwater drainage systems can be expected to increase. Legacy coastal stormwater drainage systems that discharge into tidal water bodies also have inherently less capacity to convey water due to increased infiltration from the rising sea. During Irma and Milton, the combination of storm surge, sea level rise, and extreme rainfall resulted in the complete failure of some legacy stormwater systems in St. Lucie County and associated municipalities. As sea level rise continues to accelerate, associated flood risks from storm surge and failure of coastal stormwater drainage systems can be expected to increase.

8.1.1.3 Open Space Conservation and Flood Resilience

Planning for flood risk mitigation and resilience in the context of an uncertain future is an incredibly challenging task. Upgrades of existing infrastructure systems are highly expensive and often face significant funding and permitting barriers. In addition, the complexity of forecasting future precipitation patterns and the diverse range of potential impacts from sea level rise makes it difficult to know if engineered systems are likely to be inadequate (thus prone to catastrophic failure) or, conversely, substantially overbuilt (thus costing much more than needed) in support of long-term flood resilience. Despite these uncertainties, there is a compelling need for society to locate and

implement thoughtful interventions that can be reasonably expected to provide resilience against even the most unpredictable current and future flood risks (Axelsson et al. 2021).

Conservation, preservation, and restoration of undeveloped open space is widely regarded as one of the most efficacious and cost-effective flood risk mitigation strategies, especially when considering the uncertainties of future flood-related hazards (Farrugia et al. 2013; Kousky et al. 2013; Mukherjee and Takara 2018). Open space conservation is known to reduce flood risk at multiple scales that range from stormwater catch basins draining less than an acre of land (Liao et al. 2017), up to regional watershed drainages covering hundreds of square miles or more (Lourenco et al. 2020). The many other co-benefits of open space – including biodiversity preservation, water quality protection, food and fiber production, carbon sequestration, and recreational enjoyment – provide further impetus for increased utilization of land conservation as a primary tool in comprehensive flood management, resilience, and mitigation programs (Rosenzweig et al. 2018; Axelsson et al. 2021). **Figure 8-6** provides a general idea of where St. Lucie possesses the most open space.

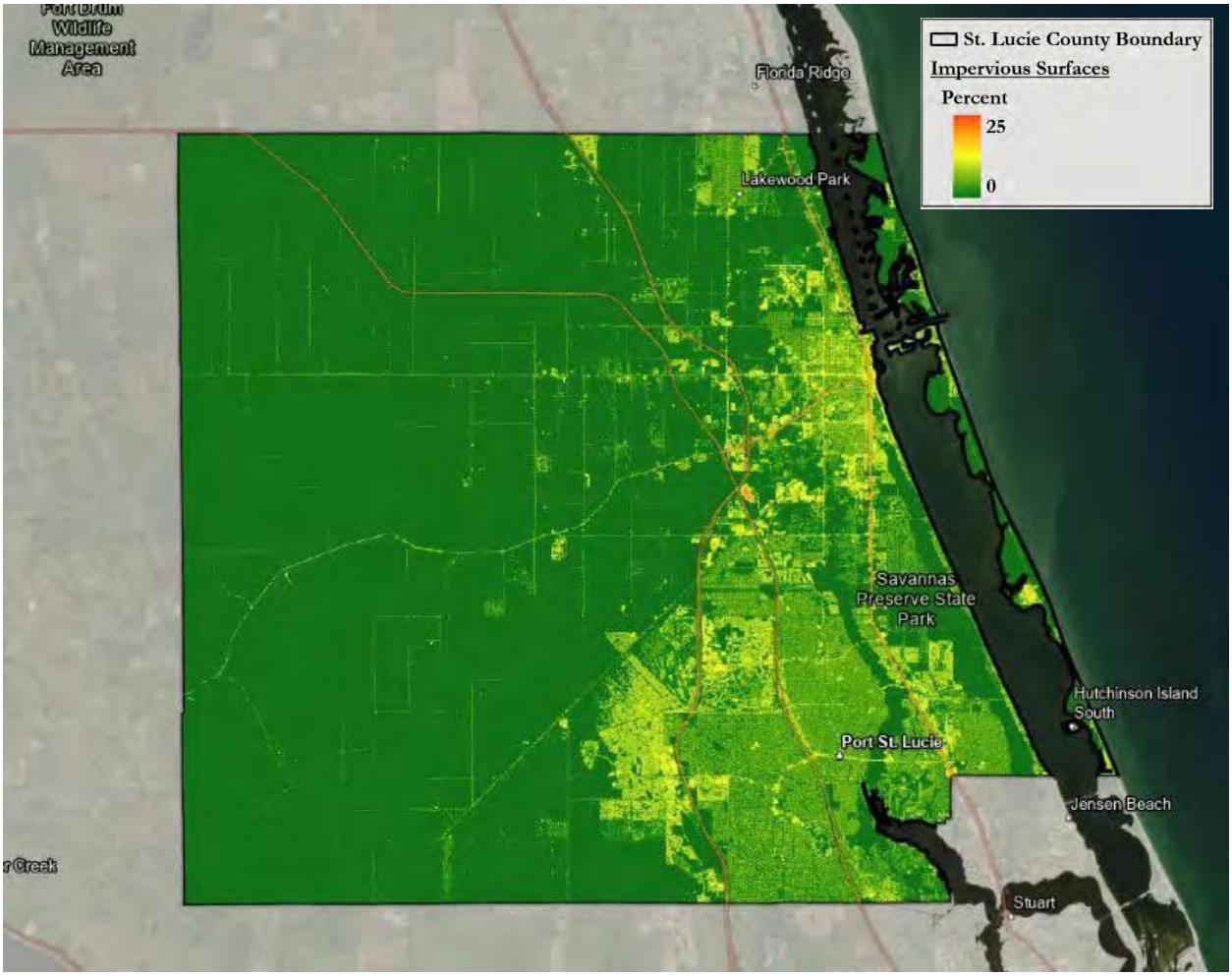


Figure 8-6. Open space within St Lucie County, considering areas with less than 25 percent impervious surface coverage

8.1.2 Current Climate Trends & Recent Storm Context

Analysis of localized climate data reveals significant changes affecting coastal habitats:

- Average annual temperature increase: 1.2°C over past 30 years
- Precipitation pattern shifts: 15 percent increase in extreme rainfall events
- Storm intensity: 23 percent increase in Category 3+ hurricane frequency

8.1.2.1 Recent Storm Impacts

Recent major storms have demonstrated the vulnerability of the circled region (an 80-mile radius around St. Lucie County) to sea level rise and extreme weather events: to sea level rise and extreme weather events:

Hurricane Ian (2022) (**Figure 8-7**):

- Peak storm surge: 8.5 feet above MHHW - Rainfall: 20+ inches in 24 hours
- Erosion: 45-foot dune recession in vulnerable areas
- Environmental impacts: 35 percent loss of sea turtle nesting habitat; significant mangrove defoliation; extensive marsh sediment redistribution

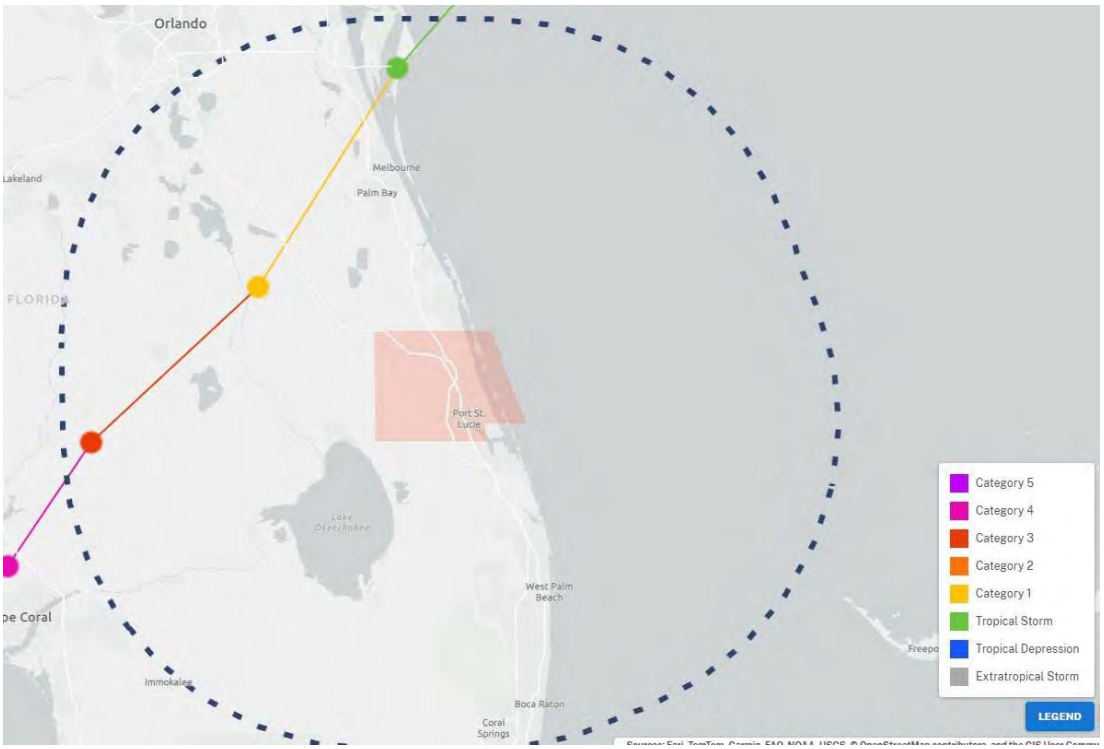


Figure 8-7. Hurricane Ian Storm Track

Hurricane Milton (2024) (**Figure 8-8**):

- Peak storm surge: 6.2 feet above MHHW
- Rainfall: 15 inches in 36 hours
- Combined surge and rainfall created compound flooding effects
- Environmental impacts: - 28 percent temporary loss of wading bird foraging habitat; significant freshwater wetland salinity intrusion; accelerated barrier island over wash



Figure 8-8. Hurricane Milton Storm Track

8.1.2.2 Notes on Compound Flooding

Historical data reveals an increase in compound flooding events since 1990. Primary mechanisms typically include:

- Storm surge + extreme rainfall
- King tides + moderate rainfall
- Groundwater emergence + tidal flooding

It is likely that surge event duration and frequency will continue to increase now and into the future, indicating a growing threat to coastal ecosystems and infrastructure

8.1.2.3 Risk Adverse Tidal Assessment

Analysis of sea level trends for St. Lucie County utilized data from the Virginia Key NOAA tide gauge (Station 8723214), which provides a relevant reference point for coastal water level projections in the region. Historical measurements from Virginia Key show a relative sea level trend of 0.125 inches/year with a 95 percent confidence interval of +/- 0.009 inches/yr, based on monthly mean sea level data from 1931 to 2024 (**Figure 8-9**). This rate is equivalent to approximately 1.05 feet of sea level rise over a 100-year period. To isolate the long-term trend, the observed data excludes regular seasonal fluctuations from coastal ocean temperatures, salinity, wind, atmospheric pressure, and ocean currents.

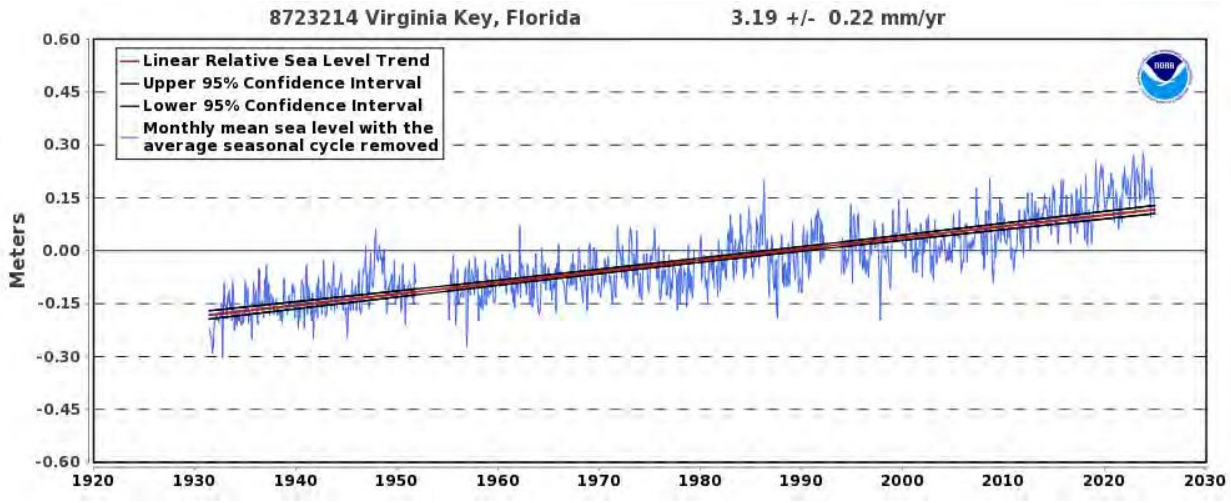


Figure 8-9. Relative sea level trend at Gauge 8723214 Virginia Key, Florida

To provide a perspective of how sea level rise trends have been increasing in more recent years an analysis of the observed high and low tides was conducted for the timeframes 1950 to 2024, 1970 to 2024, and 1990 to 2024. Because the Virginia Key tide gauge only possesses observed high and low tide records from 1994 to 2024 the analysis was conducted on the Key West NOAA tide gauge, which possesses observed tide record from 1913 to 2024. In order to account for any variation between the sea level trends at the Virginia Key tide gauge and Key West tide gauge a comparison of observed high and low tide levels from 1994 to 2024 was conducted, this showed that the Virginia Key tide gauge sea level trend is approximately 0.023 inches higher then the Key West tide gauge sea level trend, therefore the value of 0.023 was added to the sea level rise trends taken from the Key West tide gauge to make the trends relative to the Virginia Key tide gauge sea level trend. Based on this analysis indicates that sea level rise is on an upward trend see **Table 8-1**.

Table 8-1. Historic Sea Level Trends

Year	Sea Level Rise Trend (inches per year)
1950 - 2024	0.146
1970 - 2024	0.169
1990 - 2024	0.225

The St. Lucie SLAMM assessment incorporated projections from the Virginia Key tide gauge, which serves as an established reference point for sea level rise planning in the region. This gauge provides sea level projections under multiple NOAA scenarios, allowing for risk-based planning approaches that consider both lower and higher potential sea level rise trajectories. Based on the Virginia Key tide gauge data used in the St. Lucie Vulnerability Assessment, the projected tidal elevations for key planning horizons and the difference between NOAA Intermediate Low (NIL) and NOAA Intermediate High (NIH) scenarios are (**Table 8-2**).

Table 8-2. NIL and NIH Sea Level Rise Scenarios (in feet)

Year	NIL	NIH	Difference
Present Day	0.42	0.72	0.3
2040	0.78	1.5	0.72
2070	1.34	3.37	2.03
2100	1.87	6.1	4.23

These projections demonstrate a pattern of increasing divergence between time. In the near term, the difference between scenarios is relatively modest (a 0.72 ft difference by 2040), but this gap widens substantially for longer planning horizons. By 2070, the difference increases to 2.03 ft (3.37 ft - 1.34 ft), and by 2100, the scenarios diverge by 4.23 ft (6.10 ft – 1.87 ft).

The significant difference between the Intermediate-Low and Intermediate-High scenarios by 2100 highlights the increased uncertainty inherent in longer-term sea level rise projections. This pattern of scenario divergence suggests that while near-term planning horizons through 2040 face relatively constrained uncertainty, longer-term planning should account for a much wider range of potential outcomes.

The Intermediate-High projection of 6.10 ft by 2100 represents a risk-adverse planning scenario that may be appropriate for critical infrastructure and long-term coastal resilience initiatives where the consequences of underestimating sea level rise could be significant. The Intermediate-Low projection of 1.87 ft by 2100 may be more suitable for shorter-term planning or less vulnerable assets.

These Virginia Key tide gauge projections provide St. Lucie County with scientifically grounded reference points for sea level rise planning across various time horizons and risk tolerances, supporting adaptive management approaches that can be adjusted as new data and projections become available over time.

However, because the observed tide levels at the Virginia Key tide gauge only go back as late as 1994 and later tidal records from the Miami and Haulover gauges are no longer available, in order to calculate tidal trends later than 1994 the Key West tide gauge was utilized as it possesses observed tidal records between 1913 and present day. Therefore, to strengthen this record with a longer historical perspective, observations from the Key West tide gauge—spanning 1913 to the present—were incorporated. This enabled the calculation of sea level rise trends over multiple eras (1950–2024, 1970–2024, and 1990–2024), highlighting how the pace of sea level rise has accelerated in more recent decades compared to earlier periods. A direct comparison of overlapping records from Virginia Key (1994–2024) and Key West confirmed that the Virginia Key trend is approximately 0.023 inches higher.

This adjustment was applied to align the historic Key West trends with the Virginia Key record, ensuring consistency and producing a continuous, historically informed dataset for local planning.

8.2 Methodology

This project had two primary objectives:

- Model potential future land cover and ecosystem changes in St. Lucie County due to sea level rise using the Sea Level Affecting Marshes Model (SLAMM).
- Overlay SLAMM results with future land use maps to protect and conserve valuable ecosystems.

8.2.1 SLAMM Model Overview

The Sea Level Affecting Marshes Model (SLAMM) is a freely available, spatially explicit land cover change model that simulates coastal habitat transformation due to sea level rise (SLR) (Warren Pinnacle Inc., 2016). The model integrates multiple datasets and processes, including:

- Elevation & slope
- Tidal datum shifts
- Erosion & accretion
- Storm tide over wash (in version 6.6)
- Existing land cover

SLAMM produces spatially explicit projections of land cover changes over user-defined time steps and SLR scenarios. It is widely used for long-term conservation planning, including:

- Imperiled species conservation (Evans & Bergh, 2016; Benedict et al., 2018)
- Flood risk assessments (Hauer et al., 2015)
- Coastal resilience planning (Clough et al., 2016; Mazor et al., 2021)

For St. Lucie County, SLAMM version 6.7 was implemented with locally calibrated parameters to accurately represent local conditions. The model uses a 10m x 10m cell-based approach, where each cell represents elevation, habitat type, and key attributes. The fate of each cell is determined by SLR-driven processes, including:

- Inundation of low-lying areas
- Shoreline erosion
- Habitat conversion
- Soil saturation from rising water tables
- Sediment & organic matter accretion.

8.2.2 Input Data Sources

The St. Lucie County SLAMM implementation utilized the input data shown in **Table 8-3**.

Table 8-3. Input Data for the SLAMM model

Input Data Type	Source	Resolution	Format	Description
Digital Elevation Model (DEM)	2022 & 2018 USGS LiDAR survey	32.8ft	ASCII grid (.asc)	High-resolution elevation data critical for determining inundation patterns
Land Cover Classification	USFWS National Wetlands Inventory (NWI) & SFWMD Land Use Land Cover	32.8ft	ASCII grid (.asc)	Baseline habitat distribution derived from NWI data
Dikes / Levees	NWI Attribute Table	32.8ft	ASCII grid (.asc)	Locations of existing flood protection infrastructure
Impervious Surfaces	National Land Cover Database	32.8ft	ASCII grid (.asc)	Areas with impervious cover (buildings, roads, etc.)
Slope	Derived from DEM	32.8ft	ASCII grid (.asc)	Calculated slope values used in erosion calculations

8.2.2.1 Natural Systems Analysis

Coastal Defense Systems: The county's oceanfront habitats form its first line of defense against storms and rising seas. Beach systems and coastal scrub provide critical nesting habitat for a multitude of wildlife species while naturally buffering inland areas from wave energy. Mangroves, scrub habitat, salt marshes, and tidal flats create stable shoreline anchors and support diverse marine life (**Figure 8-10**). These systems are highly vulnerability to erosion and storms but demonstrate moderate capacity to adapt through natural processes when given sufficient space and sediment supply.

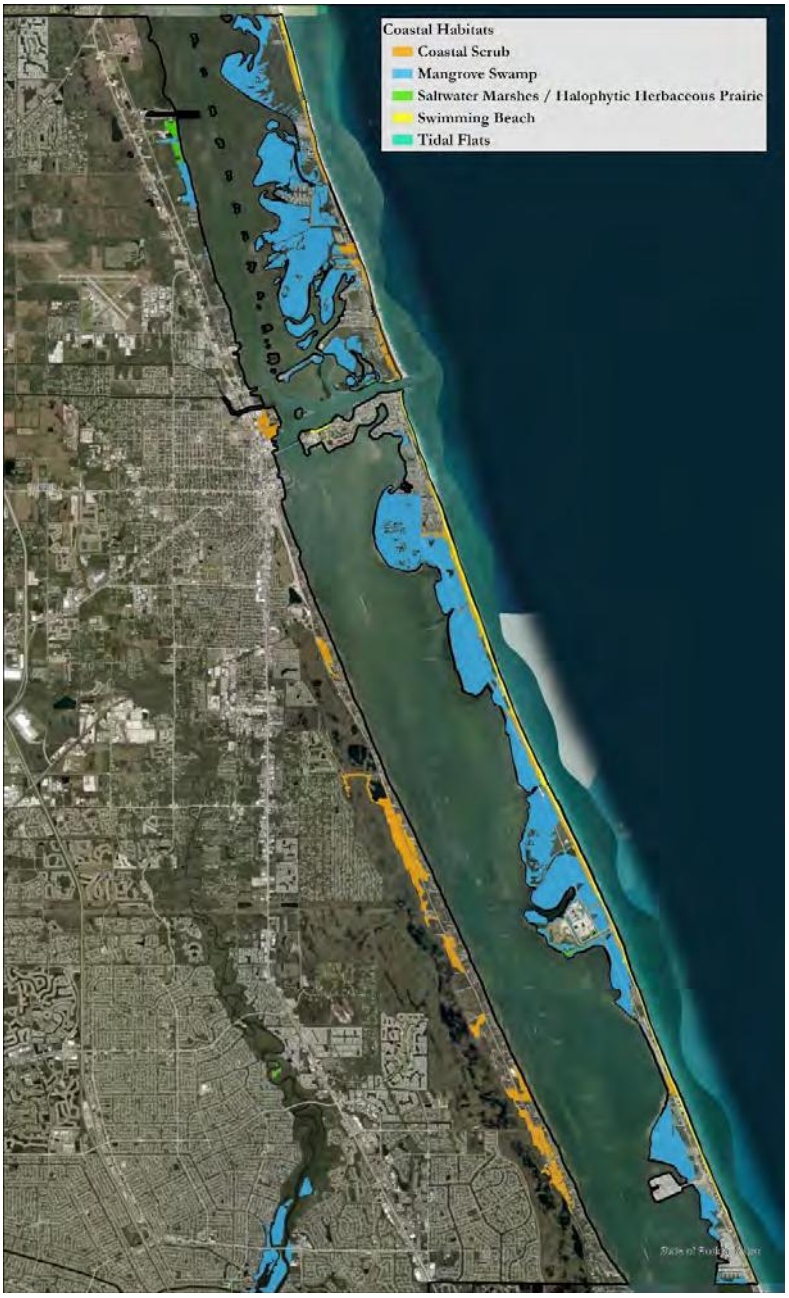


Figure 8-10. Coastal Defenses Systems of St. Lucie

Wetland Complexes: The heart of St. Lucie County's natural infrastructure lies in its extensive wetland networks. Mangrove forests excel at stabilizing shorelines while providing essential nursery habitat for fisheries. The marsh system, comprising transitional, regular, and irregular flooding zones creates a dynamic buffer that naturally adapts to changing water levels (**Figure 8-11**). These wetlands show promising adaptation potential through vertical accretion and inland migration, though they face challenges from coastal squeeze against developed areas (**Figure 8-12**).

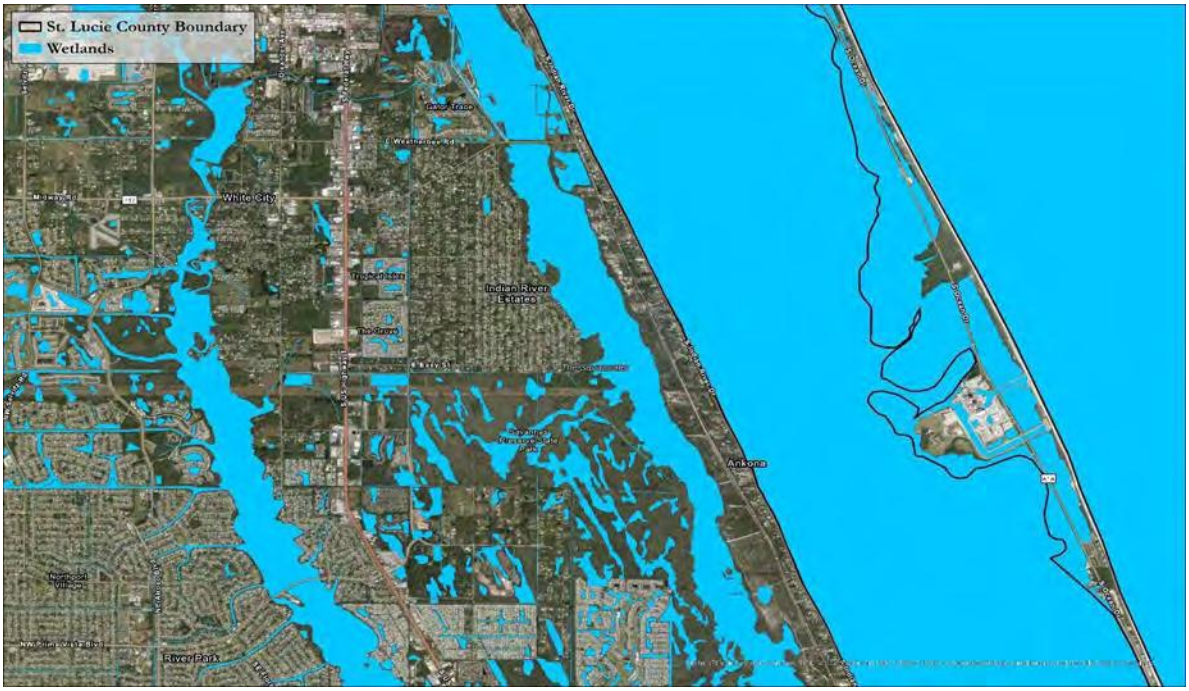


Figure 8-11. Map detailing a complex system of coastal wetlands (blue areas within the map above) vulnerable to "coastal squeeze" and other stressors.

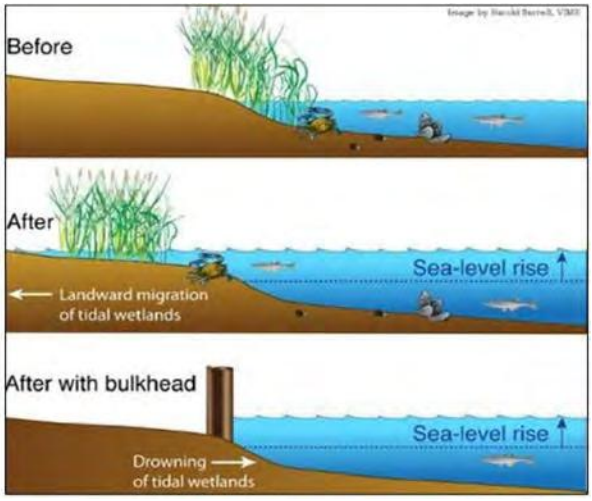


Figure 8-12. Visualization of Coastal Squeeze Freshwater Resources

Interior wetland systems, including swamps and cypress stands (Categories 3 and 4), represent some of the county's most vulnerable yet valuable habitats (**Figure 8-13**). These freshwater-dependent ecosystems face increasing stress from saltwater intrusion and changing rainfall patterns. Their preservation is crucial for maintaining water quality and natural flood protection for inland communities.

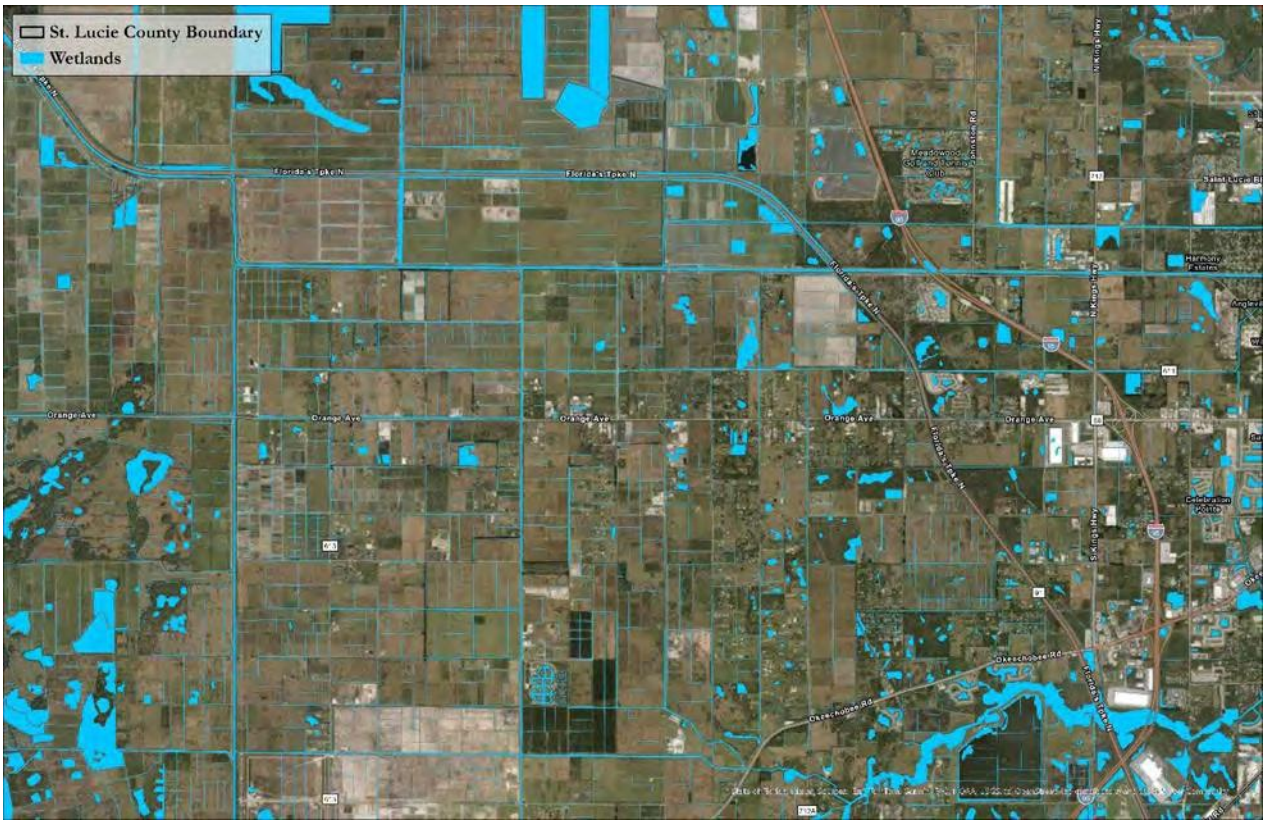


Figure 8-13. Map of some Northeastern Portions of the Freshwater Wetland Resources in the Interior of the County

Development Interface: The transition between natural and built environments presents both challenges and opportunities. Currently developed areas must be protected while allowing space for habitat migration through remaining undeveloped lands and inland shores. **Figure 8-14** and **Figure 8-15** highlight some of the areas in St. Lucie County where urbanization has encroached upon freshwater wetlands. This interface zone offers prime opportunities for implementing nature-based solutions that benefit both human and natural communities.

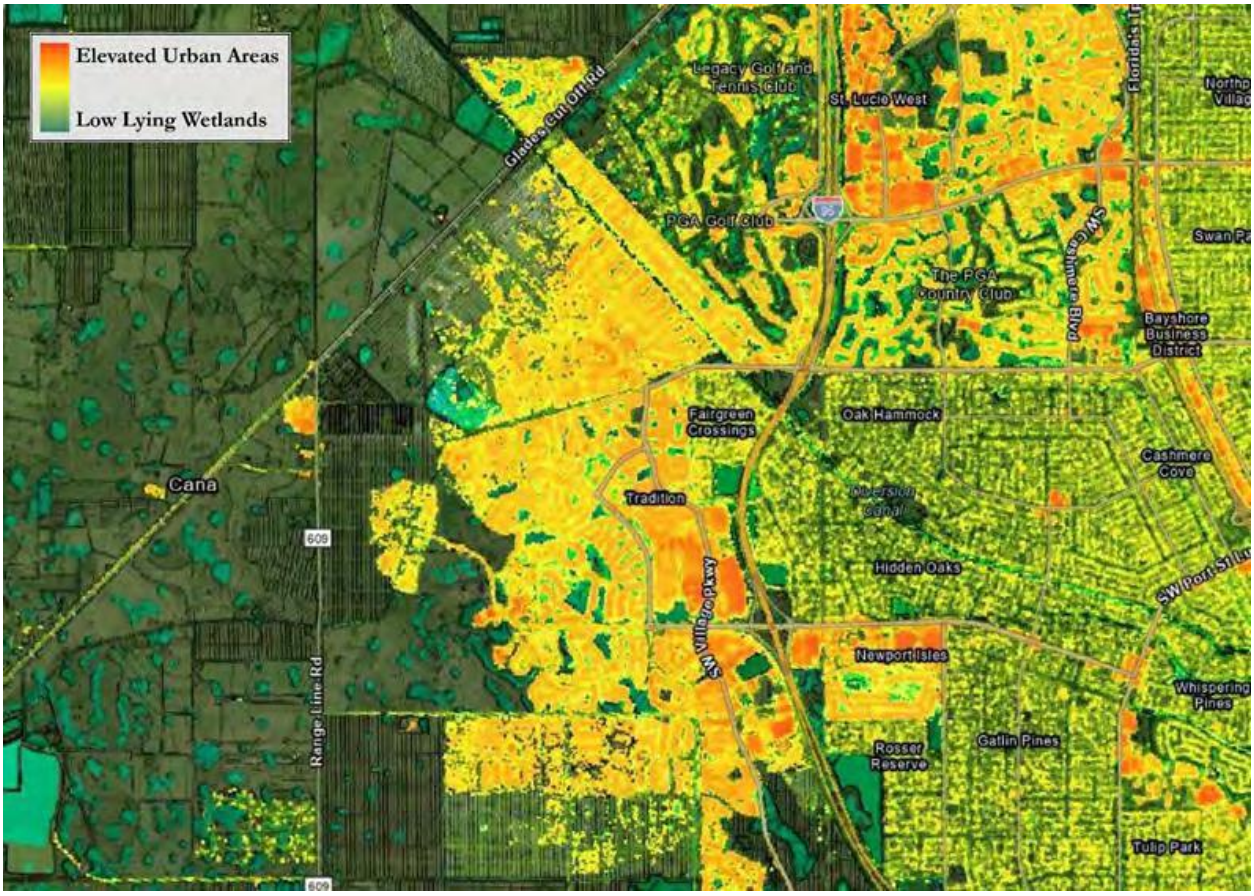


Figure 8-14. Map depicting freshwater wetland systems, within highlighted urbanized areas

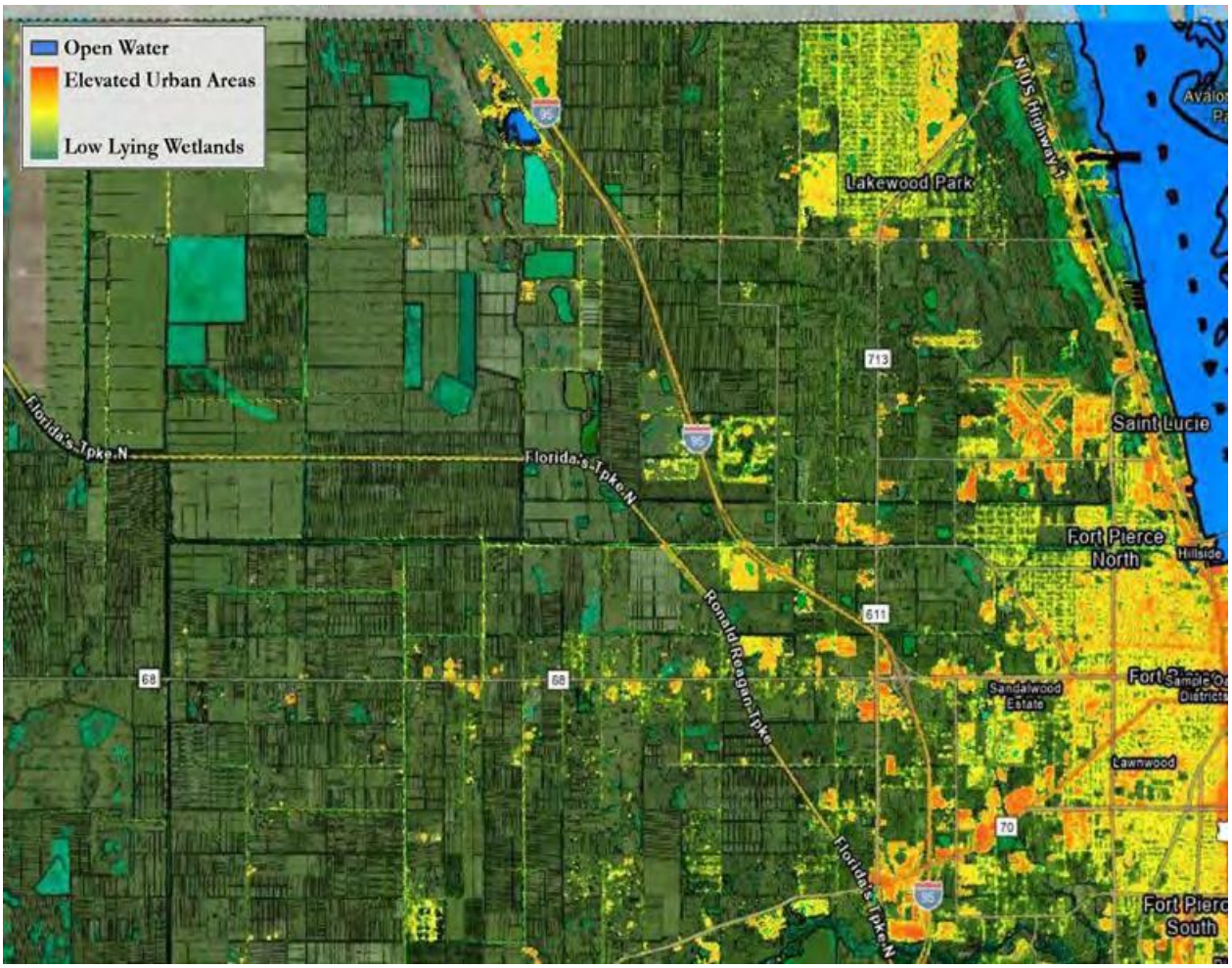


Figure 8-15. Map depicting portions of coastal St Lucie County with wetland and impervious surface overlays to highlight areas with high migration potential

8.2.2.2 Physiographic Subdistricts

Becoming a more flood resilient community is a complex and ongoing endeavor. A first step involves better understanding of current and future risk factors within the natural and human environments. The underlying geology of the natural environment is critically important for understanding how the natural environment functions, helping to explain patterns of human development, and clarifying key risks, challenges, and opportunities from a geophysical perspective (**Figure 8-16**).

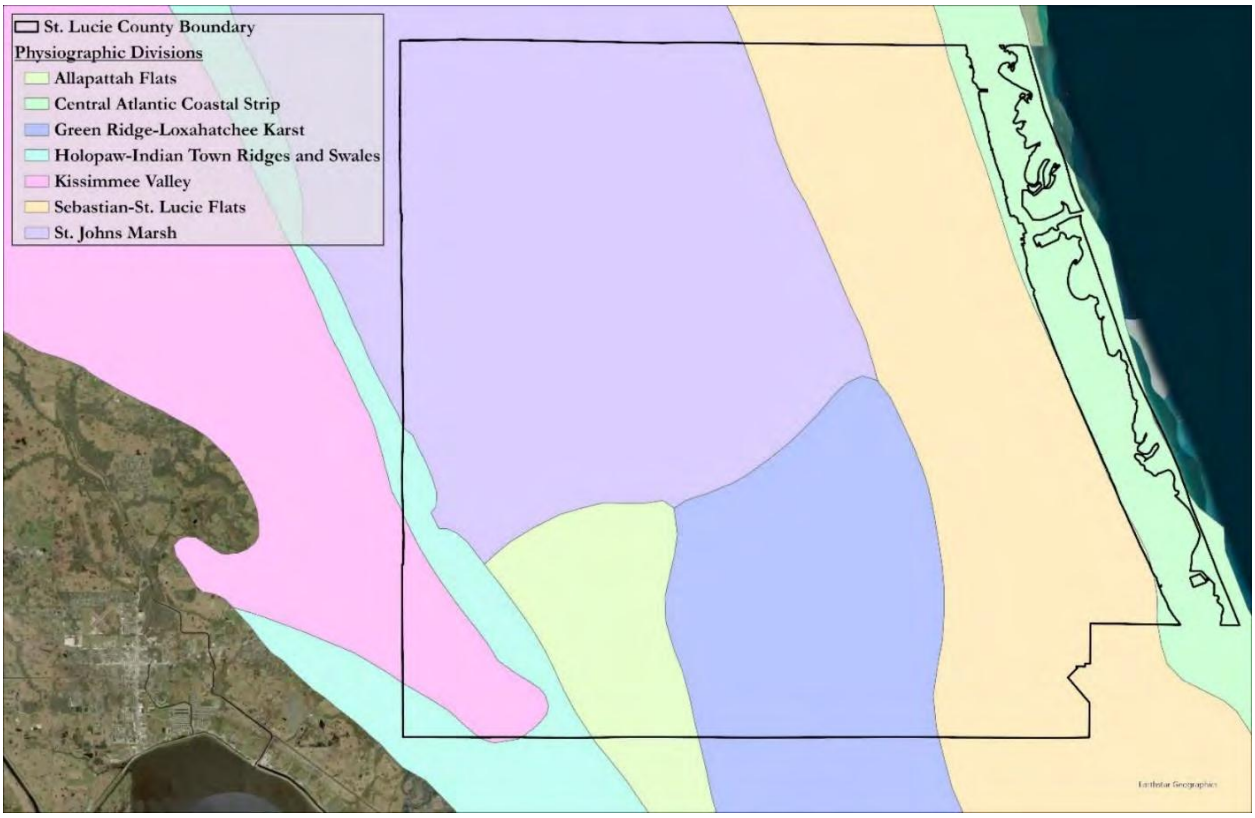


Figure 8-16. Physiographic Subdistricts of St. Lucie County

Understanding flood risk requires knowledge of natural geology and hydrological conditions, as outlined in **Table 8-4**.

Table 8-4. Description of the physiographic subdistricts

Subdistrict	Key Features	Primary Flood Risks
Central Atlantic Coastal Strip	Atlantic beaches & estuaries	Storm surge, coastal erosion, SLR, pluvial flooding
St. Johns Marsh	Inland marshes with peat deposits	Slow drainage, prolonged flood retention
Green Ridge Loxahatchee Karst	Limestone bedrock with sinkholes	Sinkhole-induced flooding, underground drainage failures
Allapattah Flats & Kissimmee Valley	Wetlands & floodplains	Hurricane-driven overflows, high urbanization pressure

The easternmost parts of St. Lucie County fall within the Central Atlantic Coastal Strip physiographic subdistrict (**Figure 8-16**), encompassing barrier islands and coastal lowlands adjacent to the Atlantic Ocean. The geology is dominated by sandy soils mixed with shell materials overlying limestone

bedrock. These sandy soils are typically well-drained, allowing rainwater to percolate rapidly. However, because the water table is shallow near the coast and the soils rest on porous limestone, rising sea levels and storm surge events can elevate the water table or cause coastal upwelling. This reduces the soil's capacity to absorb rainfall, leading to prolonged pluvial flooding even where soils would otherwise drain well. The loose sandy soils also increase vulnerability to erosion from wave energy and wind. Dune and mangrove restoration helps stabilize these soils, buffer wave energy, and maintain natural drainage capacity.

The Sebastian-St. Lucie Flats physiographic subdistrict lies just inland, adjacent to the Intracoastal Waterway. This area features flat terrain and poorly drained, fine-textured soils that naturally retain water. Urbanization has further altered drainage patterns by replacing natural ground cover with impervious surfaces (asphalt, concrete) and fill material. These modifications reduce infiltration, diminish soil water storage, and increase surface runoff during storms. The geology and modified soils contribute to flood risks from intense rainfall (pluvial flooding), storm surge, and long-term inundation due to sea level rise. The interaction of poorly drained soils, low relief, and human alterations means this area is especially prone to compound flooding events.

The central portion of St. Lucie County includes the St. Johns Marsh and Green Ridge Loxahatchee Karst subdistricts. The St. Johns Marsh is underlain by fibrous peat deposits that have high water-holding capacity but become quickly saturated, limiting infiltration during heavy rainfall. The underlying flat limestone plain and minimal river gradient cause slow water movement, prolonging flood conditions. Here, geology shapes a landscape where water lingers, and drainage is inherently sluggish.

The Green Ridge Loxahatchee Karst area is defined by limestone bedrock prone to dissolution, forming sinkholes, springs, and underground conduits. This karst system typically allows rapid infiltration, with stormwater draining into the subsurface. However, if sinkholes clog or conduits become overloaded, drainage is impeded, and surface flooding can result. The complex, uneven underground drainage creates unpredictable flood patterns, sometimes causing flash flooding far from the rainfall source. In this subdistrict, the geology creates both rapid drainage routes and hidden flood risks when those pathways fail.

The southwestern parts of the county, including the Allapattah Flats, Kissimmee Valley, and Holopaw-Indian Town Ridges and Swales, consist of low-lying floodplains, wetlands, and sandy to loamy soils. In the Allapattah Flats, extensive fibrous peats and flat topography limit drainage, causing water to pool during heavy rains. In the Kissimmee Valley, the broad floodplain and low slope of the Kissimmee River mean water spreads out during floods, and past channelization has altered how floodwaters disperse, often reducing natural drainage capacity and increasing flood intensity downstream. The Holopaw-Indian Town Ridges and Swales feature sandy, poorly drained soils where water rapidly saturates the soil profile, accumulating in low areas. Here, geology interacts with drainage by limiting infiltration rates and slowing runoff, making these areas highly flood-prone without extensive natural or engineered drainage solutions.

8.2.2.3 Florida Natural Areas Inventory Data

FNAI data is often used to inform development of implementation strategies that strive to meet a diverse array of conservation objectives. Six layers have direct relevance to conservation planning as it relates to flood hazard mitigation:

- Natural Floodplain Function,
- Functional Wetlands,
- Surface Water Protection,
- Groundwater Recharge,
- Forests Lands to Maintain Recharge, and
- Fragile Coastal Resources.

The other five layers focus more directly on protection of imperiled species and plant communities; open space and natural lands connectivity; and maintenance of rural economies and livelihoods:

- Strategic Habitat Conservation Areas,
- Rare Habitat Conservation Priorities,
- Florida Ecological Greenway Network,
- Underrepresented Ecosystems, and
- Sustainable Forestry.

Future studies should build upon the Florida Natural Areas Inventory (FNAI) data by integrating it with outputs from the Sea Level Affecting Marshes Model (SLAMM) assessment to develop a parcel-level ranking system. This will provide a data-driven approach to identifying, prioritizing, and evaluating specific areas for conservation, flood hazard mitigation, and long-term resilience planning.

Overview of FNAI Layers in the Following Pages

1. Natural Floodplain Function – Examines the ecological condition of 100-year floodplains, identifying areas with minimal human disturbance that provide critical flood storage and water quality benefits.
2. Functional Wetlands – Maps existing wetland ecosystems, emphasizing their role in stormwater retention, aquifer recharge, and biodiversity conservation.
3. Surface Water Protection – Highlights areas essential for maintaining clean and reliable water supplies, including riparian buffers, reservoirs, and key watersheds.
4. Groundwater Recharge – Identifies zones that contribute significantly to aquifer replenishment, which is vital for drinking water supplies and ecosystem health.
5. Forested Lands to Maintain Recharge – Focuses on forested areas that enhance infiltration and groundwater recharge, mitigating runoff and erosion.
6. Fragile Coastal Resources – Includes barrier islands, dunes, and estuarine habitats that buffer storm surges, sea level rise, and coastal erosion.

In addition to the flood and water-related layers, the following pages also provide preliminary overviews of datasets that focus on habitat conservation, ecosystem connectivity, and sustainable land management:

1. Strategic Habitat Conservation Areas – Prioritizes lands critical for the long-term viability of native species, based on habitat quality and fragmentation risks.
2. Rare Habitat Conservation Priorities – Identifies imperiled and underrepresented ecosystems, ensuring targeted conservation efforts.
3. Florida Ecological Greenway Network – Maps corridors that connect protected lands, maintaining wildlife movement and ecological resilience.
4. Underrepresented Ecosystems – Highlights natural communities lacking sufficient protection, guiding efforts to expand preservation initiatives.
5. Sustainable Forestry – Focuses on working forests that balance ecological health and economic viability, promoting carbon sequestration, water quality protection, and biodiversity.

These preliminary assessments help establish a baseline understanding of each dataset within the context of the SLAMM assessment. They are intended to:

- Facilitate stakeholder engagement by providing accessible explanations of why these layers matter in the context of county planning.
- Guide future research efforts by identifying gaps or opportunities for further data refinement.
- Lay some groundwork for the parcel-level ranking system, ensuring that land-use and conservation decisions are based on robust environmental data.

By reviewing these layers in detail, decision-makers can begin aligning conservation priorities with broader county goals, ensuring that natural resources, flood resilience, and land-use planning efforts are effectively integrated into future policy and investment strategies.

The conservation priorities for natural floodplain function involve ranking the ecological condition of identified 100-year floodplains (**Figure 8-17**). This ranking is based on the "naturalness" of the plant community and the intensity of existing land use. Higher prioritization is given to floodplain areas that are more natural, meaning they have less human disturbance and more intact plant communities. As depicted above, nearly all of the barrier island within St. Lucie County is highly prioritized.

By focusing on these more natural floodplain areas, conservation efforts can better preserve the ecological functions that floodplains provide, such as water filtration, flood mitigation, and habitat for wildlife. Protecting these areas helps maintain the health and resilience of ecosystems, ensuring that they continue to provide essential services and support biodiversity. This approach is crucial for effective floodplain management and long-term environmental sustainability.

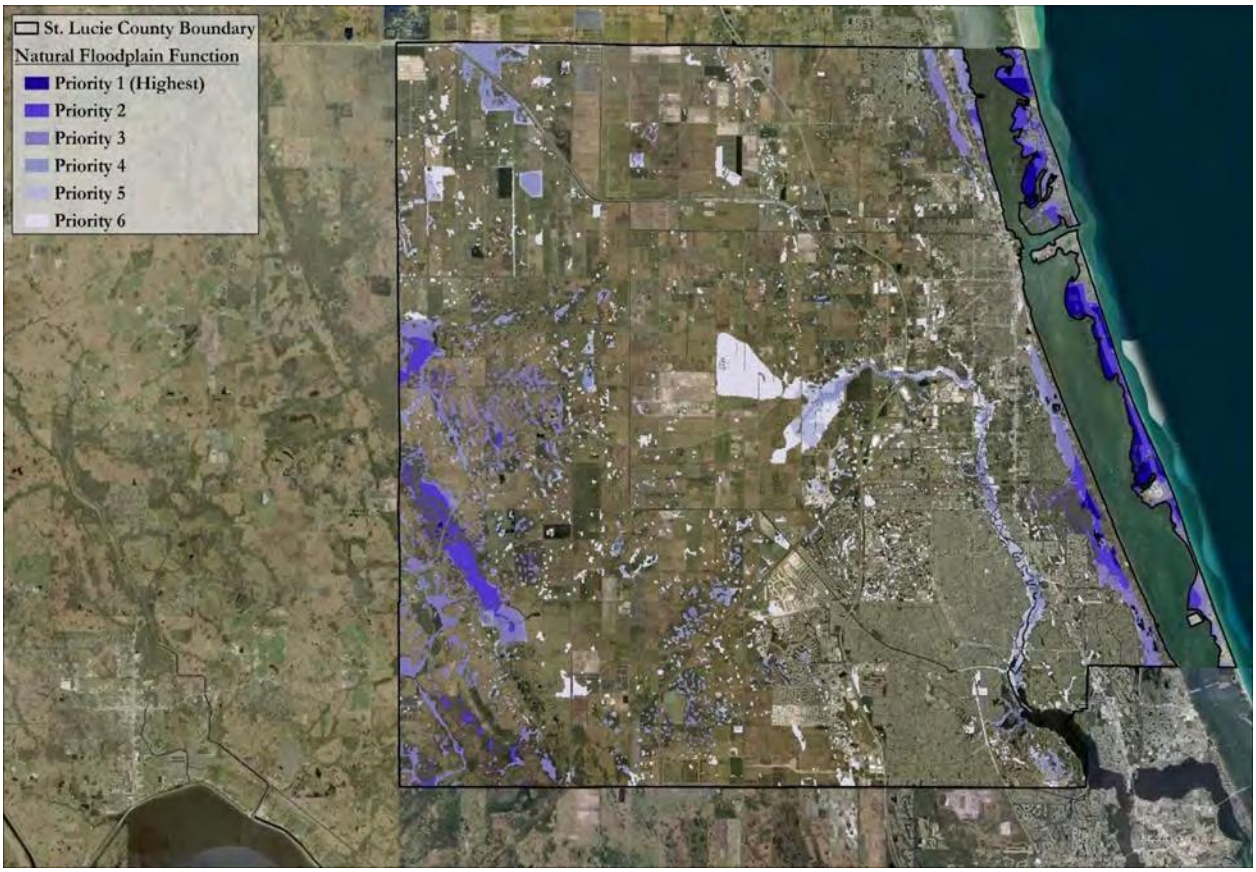


Figure 8-17. FNAI Natural Floodplain Function

The conservation priorities for priorities for functional wetlands involve identifying and ranking wetlands based on an assessment of their vegetative and hydrologic integrity. Wetlands that are in a more natural state, with intact plant communities and minimal human disturbance and intact plant communities, are given higher prioritization. This approach ensures that conservation efforts focus on preserving wetlands that maintain their ecological functions, such as water filtration, flood control, and habitat provision for diverse species. By prioritizing these more natural wetlands, conservation planners can enhance the resilience and health of wetland ecosystems, ensuring they continue to provide essential services and support biodiversity. Protecting functional wetlands is crucial for maintaining the overall ecological balance and sustainability of the environment and reducing flood risk in both urban and rural areas of the county. Within St. Lucie County, the highest priority functional wetlands are mainly located along the coastal areas, followed by large swaths of intact wetlands in the west, as shown in **Figure 8-18**.

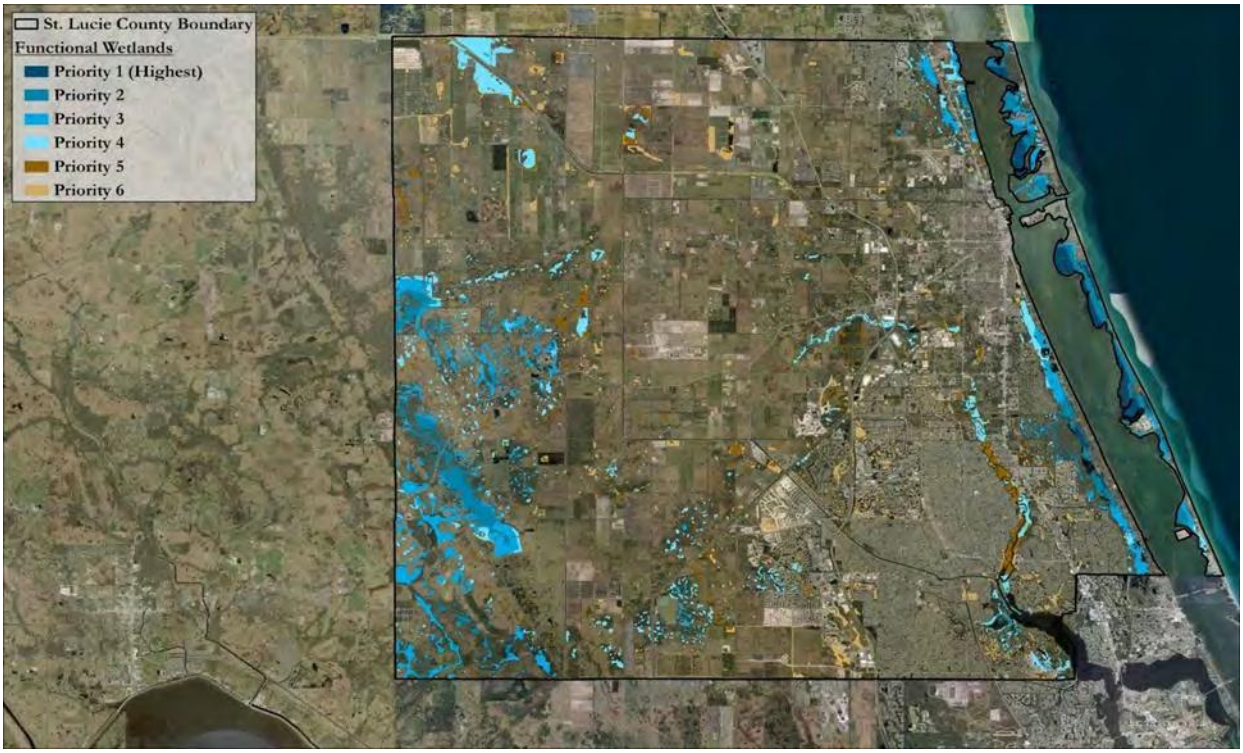


Figure 8-18. FNAI Functional Wetlands

The conservation priorities for surface water protection involve ranking the landscape based on proximity and other factors that impact water quality in critical areas. The surface waters through this land conservation strategy in SLC include: Outstanding Florida Waters, National Scenic Waters, National Estuaries, shellfish harvesting areas, seagrass beds, water supply areas, and waters important for imperiled fish. By prioritizing landscapes that have a significant influence on these water bodies, conservation efforts can be more effectively directed to maintain and improve water quality. Protecting these vital water resources ensures the health of aquatic ecosystems, supports biodiversity, and provides clean water for human use. This approach is essential for safeguarding the ecological integrity of Florida's water bodies and ensuring their sustainability for future generations. The image above indicates that the areas of St. Lucie County with the highest priority of surface water protection are located along the Indian River Lagoon, with most of the western areas listed as medium priority (**Figure 8-19**).

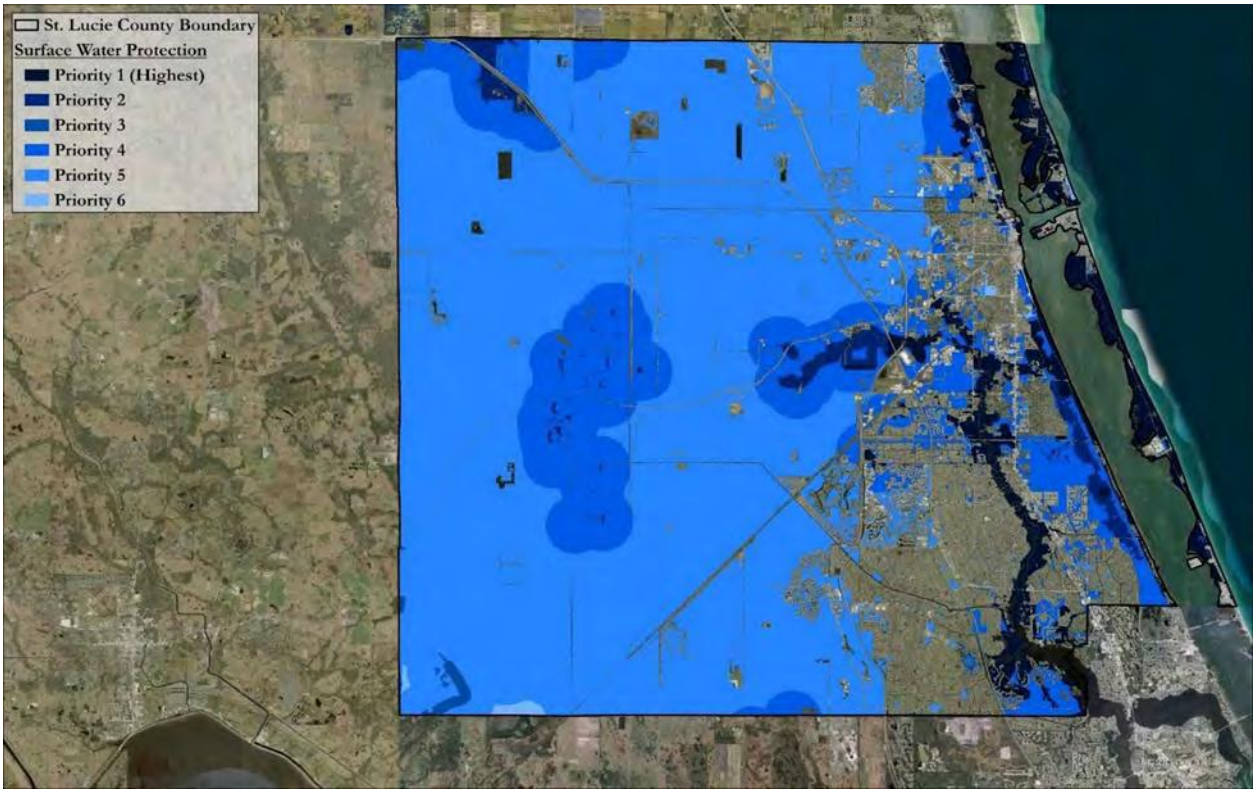


Figure 8-19. FNAI Surface Water Protection

The conservation priorities for groundwater recharge involve ranking the importance of areas based on their impact on the quality and quantity of groundwater recharge. This ranking considers several factors, including proximity to public water supply wells, the thickness of the aquifer confining unit, and the presence of swallets or topographical sinks. By prioritizing areas that significantly influence groundwater recharge, conservation efforts can ensure the protection and sustainability of vital water resources. This approach helps maintain the availability of clean groundwater for public use, supports the health aquifers, and preserves the overall integrity of the hydrologic cycle. Protecting key groundwater recharge areas is essential for long-term water security and environmental sustainability. Areas with the highest priorities are scattered throughout the inland portion of the county (**Figure 8-20**).

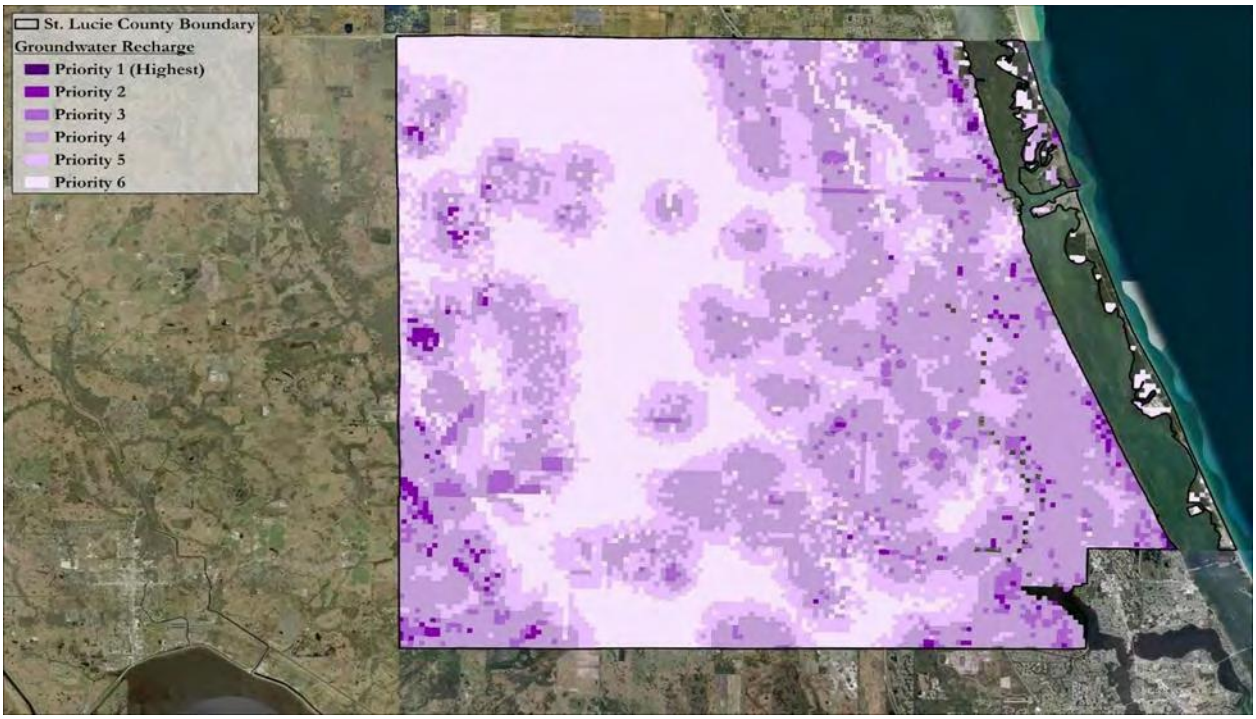


Figure 8-20. FNAI Groundwater Recharge

The conservation priorities for forest lands to maintain recharge function involve identifying areas of existing forestland that also serve as high groundwater recharge zones. By focusing on these dual-function areas, conservation efforts can ensure that forest lands continue to support both ecological health and water resource sustainability. Protecting these forested recharge areas helps maintain the natural processes that allow groundwater to be replenished, ensuring a reliable supply of clean water. This approach is crucial for preserving the integrity of both forest ecosystems and groundwater resources, providing long-term environmental and community benefits. Prioritizing forest lands that contribute significantly to groundwater recharge is essential for maintaining the balance between land use and water conservation. These areas are few and scattered within St. Lucie County, as shown in **Figure 8-21**.

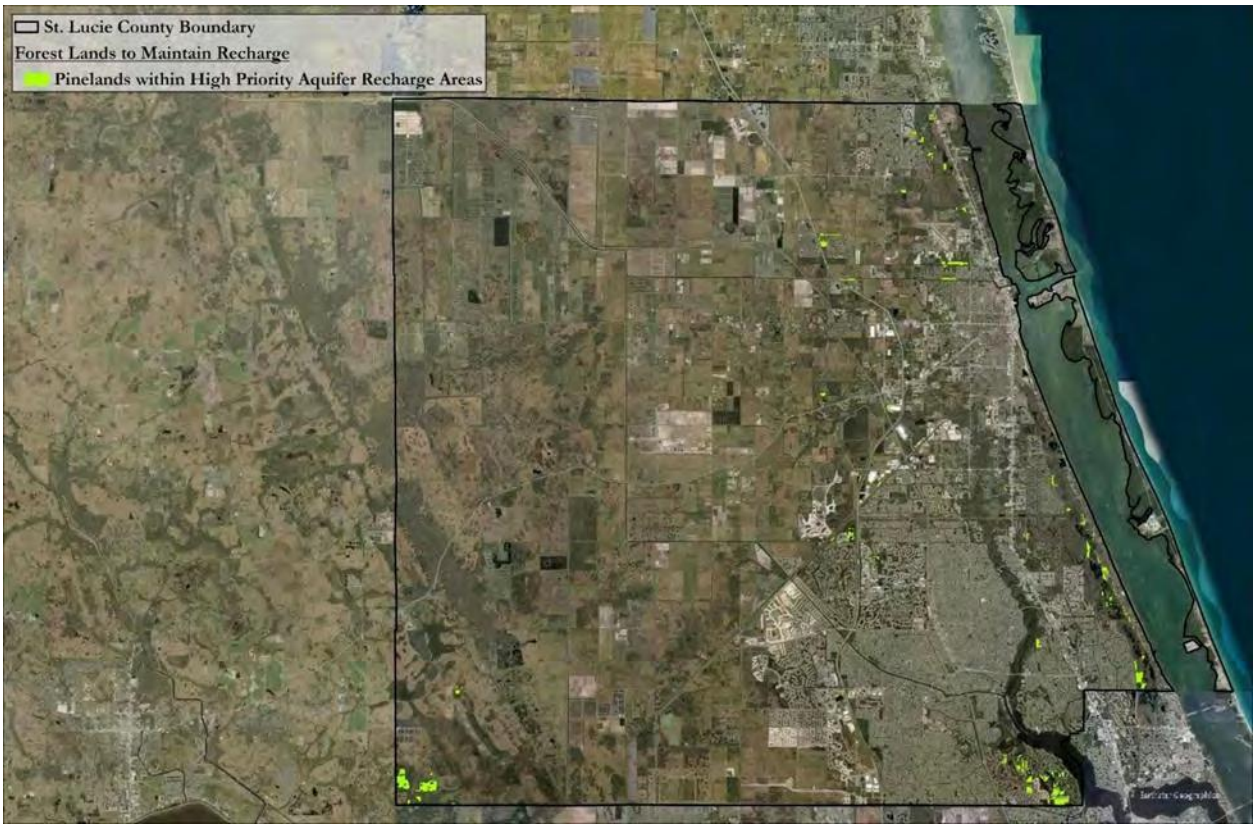


Figure 8-21. FNAI Forest Lands to Maintain Recharge Function

The conservation priorities for fragile coastal resources focus on natural communities located within one mile of the coast that are most vulnerable to development or disturbance. By identifying and prioritizing these areas, conservation efforts can be directed towards protecting coastal ecosystems that are at the highest risk. These fragile coastal resources are essential for maintaining biodiversity, providing habitat for various species, and supporting the overall health of coastal environments. Protecting these areas helps to mitigate the impacts of development and human activities, ensuring that coastal ecosystems remain resilient and continue to provide vital ecological services. This approach is crucial for preserving the natural beauty and ecological integrity of coastal regions, safeguarding them for future generations. While there are some fragile coastal uplands in the northernmost region, the majority of the barrier island within St. Lucie is classified as a fragile coastal wetland (**Figure 8-22**).

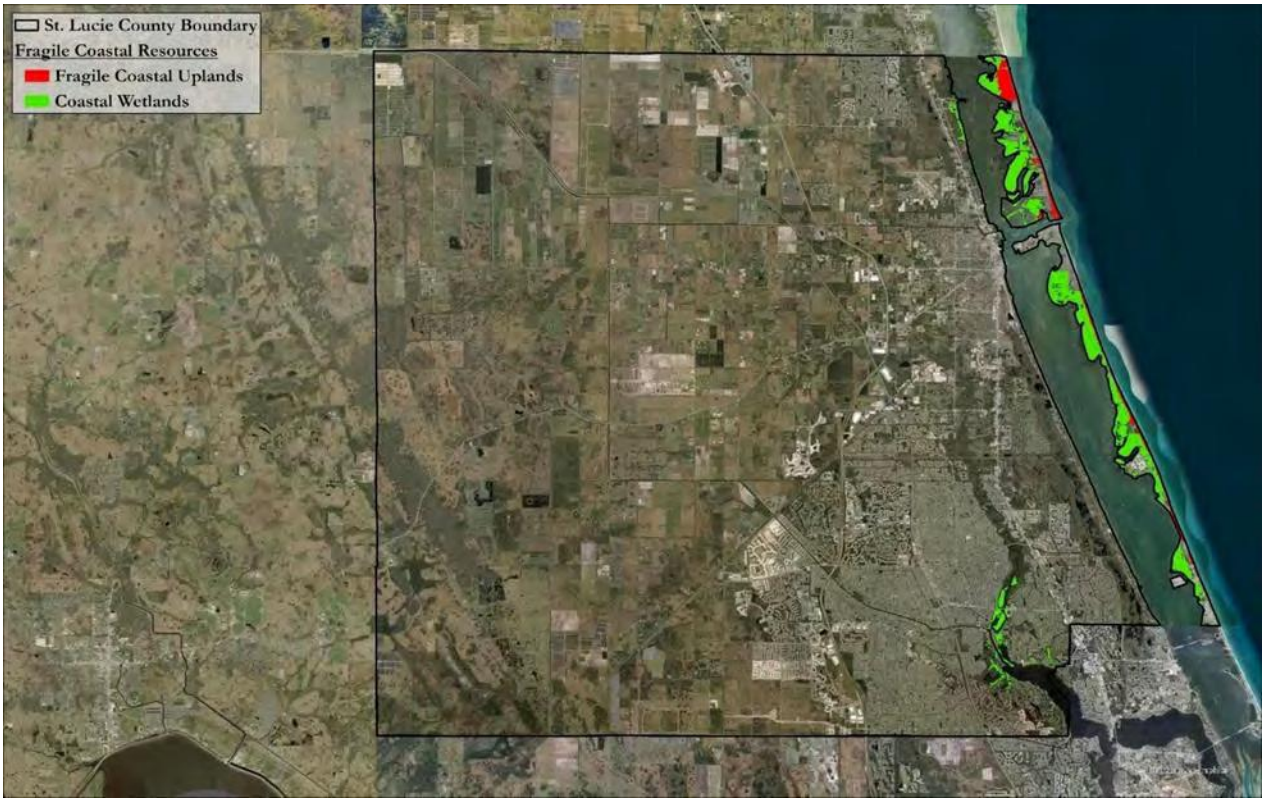


Figure 8-22. FNAI Fragile Coastal Resources

The Florida Fish and Wildlife Conservation Commission (FWC) has identified areas across Florida that serve as potential habitats for the long-term maintenance of 62 focal vertebrate species. These species are not adequately protected by existing conservation lands. The prioritization of these areas is based on the quality of the habitat and the rarity of the focal species. Higher quality habitats and those supporting rarer species are given higher priority for conservation efforts. Identifying high-priority habitats allows conservation planners to target their efforts more effectively. Resources can be allocated to areas that will have the most significant impact on preserving biodiversity. This is useful in developing adaptive management strategies that can respond to changing environmental conditions, which is particularly important in the face of sea level rise. High priority habitat conservation areas within St. Lucie County, depicted in **Figure 8-23**, are concentrated along the Indian River Lagoon, St. Lucie River, and within the expansive agricultural areas of the county's southwestern corner region.

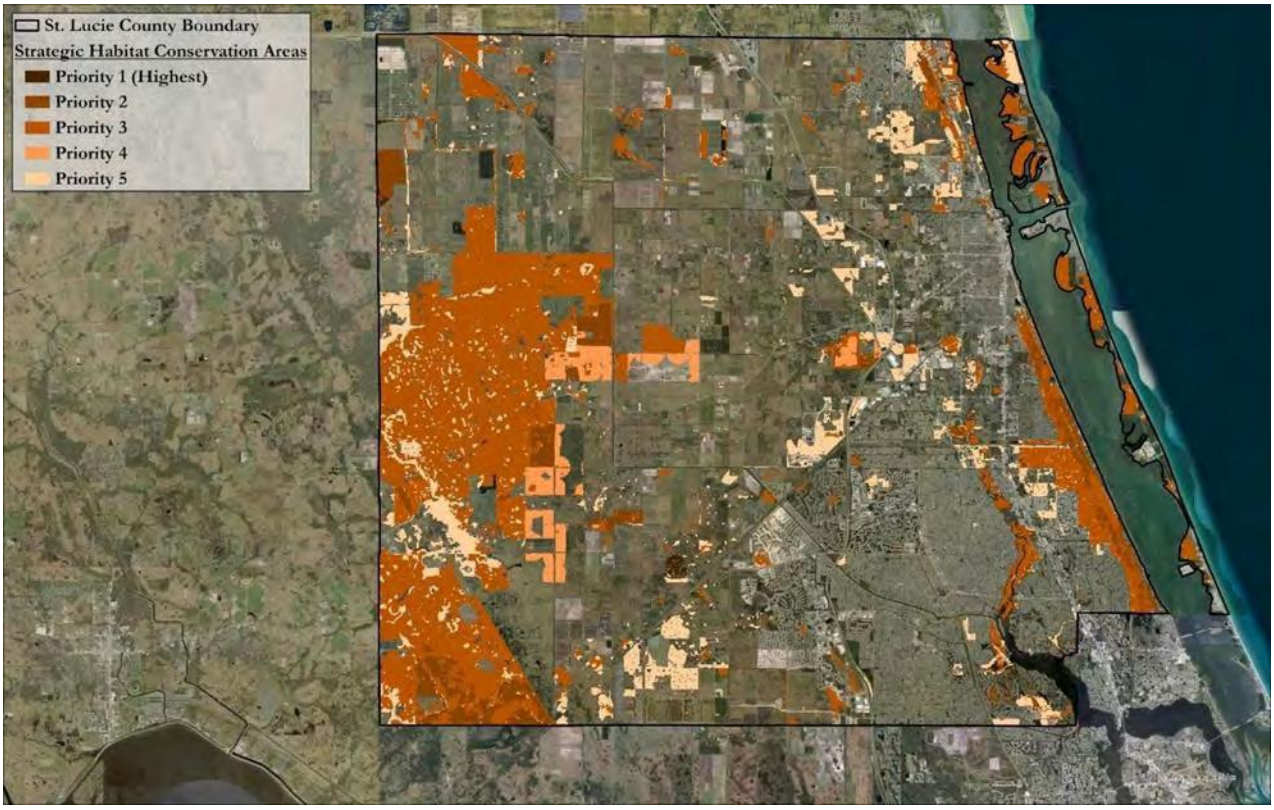


Figure 8-23. FNAI Strategic Habitat Conservation Area

The conservation priorities for rare species habitats focus on occurrence-based habitats for 281 species that require conservation efforts. These species include a diverse array of plants, invertebrates, and vertebrates. The prioritization of these habitats is determined by the rarity and diversity of the species they support. This approach ensures that conservation efforts are directed towards the most critical areas, where the preservation of unique and diverse species can have the most significant impact. By focusing on habitats that support a high diversity of rare species, conservation planners can maximize the effectiveness of their efforts, ensuring that these vulnerable species have the best chance of survival in the long term. This strategy is essential for maintaining biodiversity and ecological balance, as it targets the protection of species that are most at risk of extirpation or extinction. **Figure 8-24** highlights high priority habitats, most of which are concentrated along the coast.

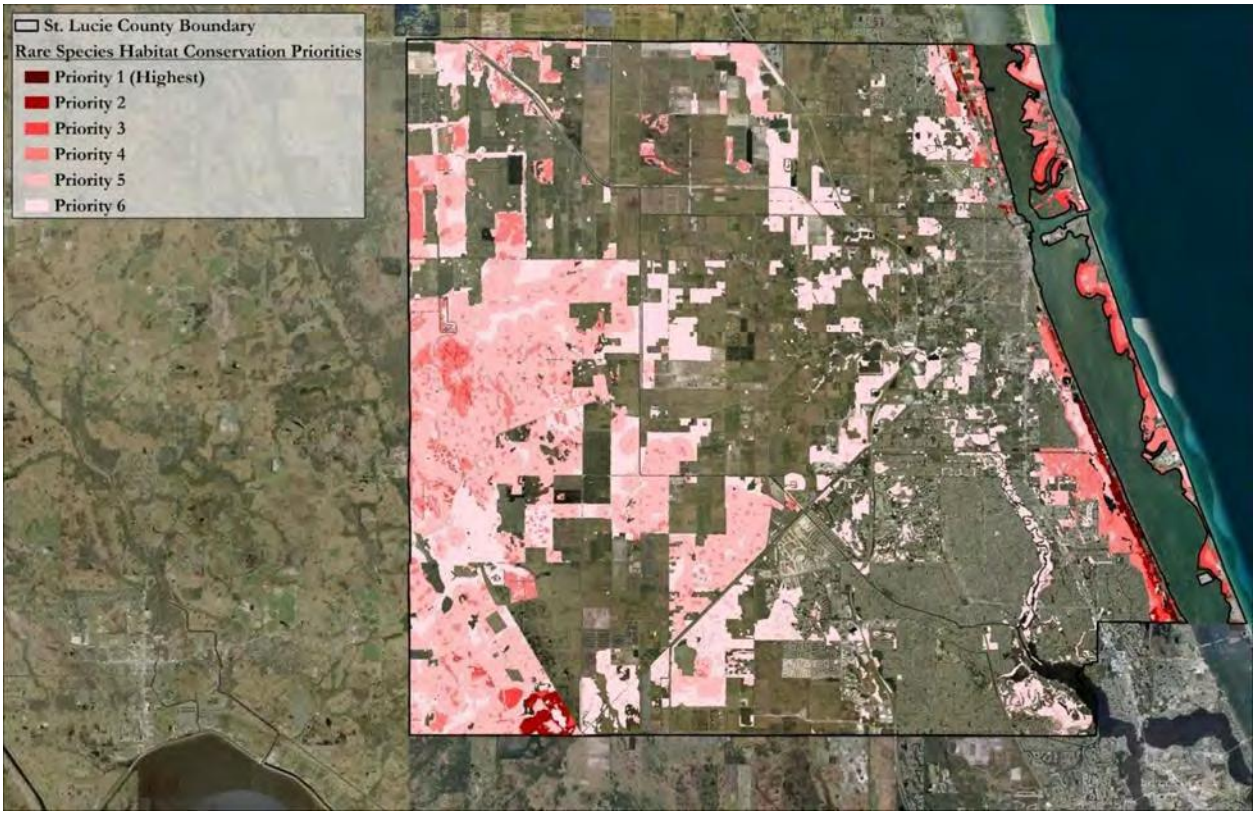


Figure 8-24. FNAI Rare Species Habitat Conservation Priorities

The Florida Ecological Greenway Network prioritizes the representation of landscape hubs, linkages, and corridors to enhance ecological connectivity. This network focuses on creating and maintaining connections that facilitate the movement of wide-ranging species, ensuring they can traverse between existing reserves and riparian areas. By prioritizing links that promote connectivity, the network supports the ecological health and genetic diversity of species populations. This strategic approach helps to mitigate habitat fragmentation, allowing species to access essential resources, migrate in response to environmental changes, and maintain viable populations. The emphasis on connectivity within the Florida Ecological Greenway Network is crucial for the long-term conservation of biodiversity and the resilience of ecosystem services, such as water storage and resource protection, flood attenuation and water quality enhancement across the state. As depicted in **Figure 8-25**, most of the western portion of the county is encompassed by the Florida Ecological Greenway Network and listed as the second highest priority.

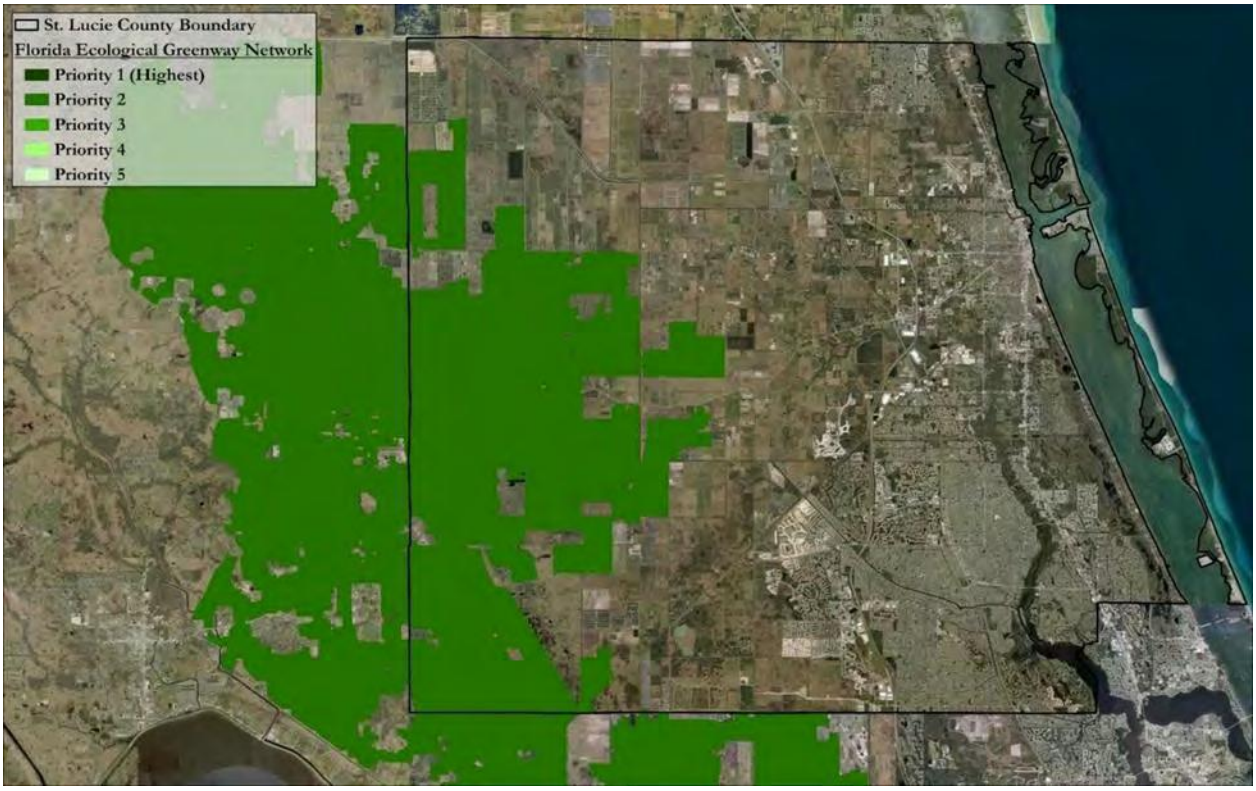


Figure 8-25. FNAI Florida Ecological Greenway Network

The conservation priorities for underrepresented natural communities focus on identifying and protecting those that lack adequate representation within existing conservation lands. These natural communities are prioritized based on their global rarity, ensuring that the most unique and vulnerable ecosystems receive the attention they need. By targeting these underrepresented areas, conservation efforts can address gaps in the current network of protected lands, safeguarding a broader range of biodiversity. This approach helps to preserve the ecological integrity and resilience of these rare natural communities, ensuring their survival for future generations. Prioritizing rare natural communities is essential for maintaining the overall health and diversity of the environment, as it ensures that even the most uncommon ecosystems are given the protection they deserve. The majority of under- represented natural communities in St. Lucie County are pine flatwoods, followed by scrub and scrubby flatwoods (**Figure 8-26**).

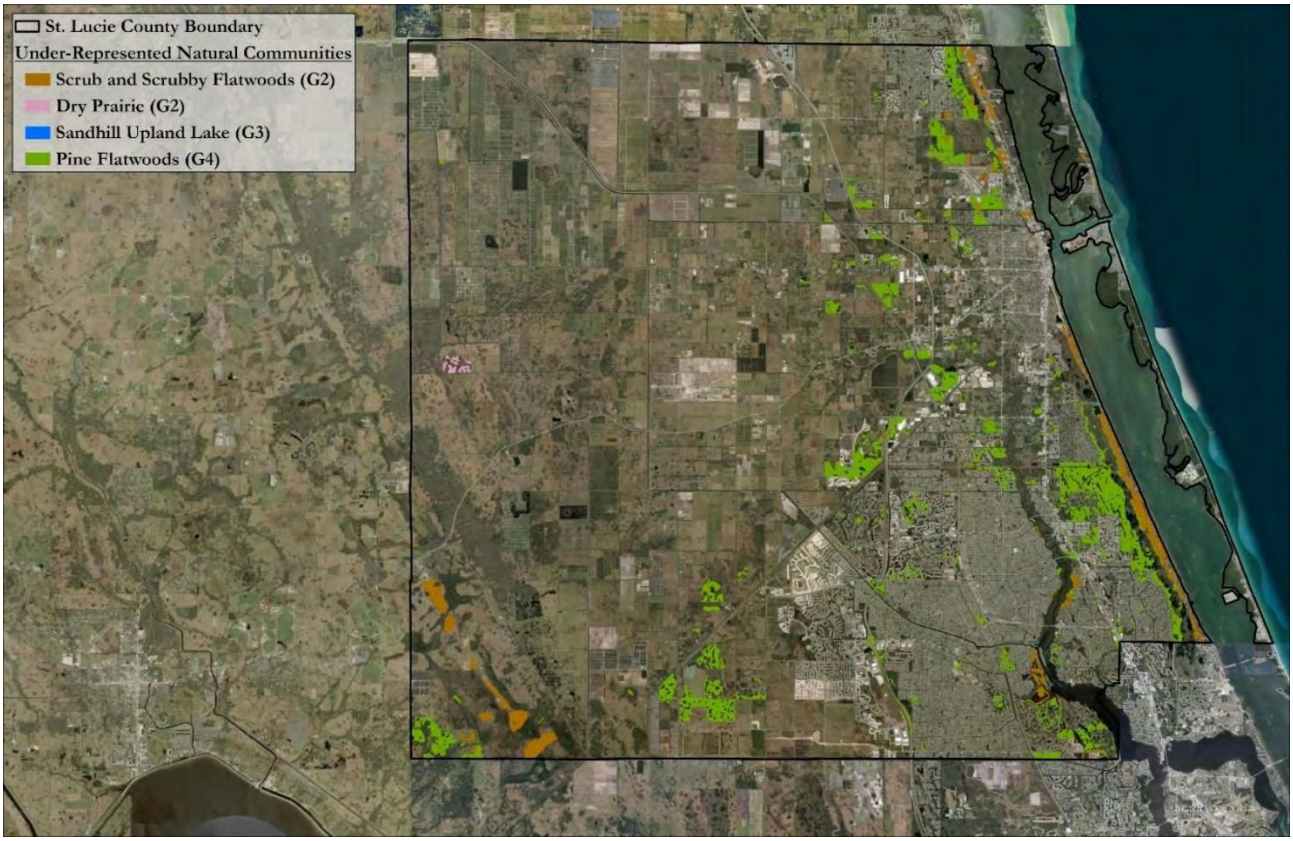


Figure 8-26. FNAI Under-Represented Natural Communities

The conservation priorities for sustainable forestry involve identifying areas that are potentially suitable for pine-based forestry. Higher prioritization is given to larger tracts of land, more mesic (moderately moist) sites, and locations within 50 miles of a mill. By focusing on these criteria, conservation efforts can support the development of sustainable forestry practices that maximize productivity while minimizing environmental impact. Prioritizing larger tracts ensures that forestry operations can be more efficient and economically viable. Mesic sites are preferred because they provide optimal growing conditions for pine species. Proximity to a mill promotes sustainable forestry operations. This approach helps balance the economic benefits of forestry with the need to protect and manage natural resources responsibly. Suitable areas within the county, most of which have a low priority, are concentrated to the east (**Figure 8-27**).

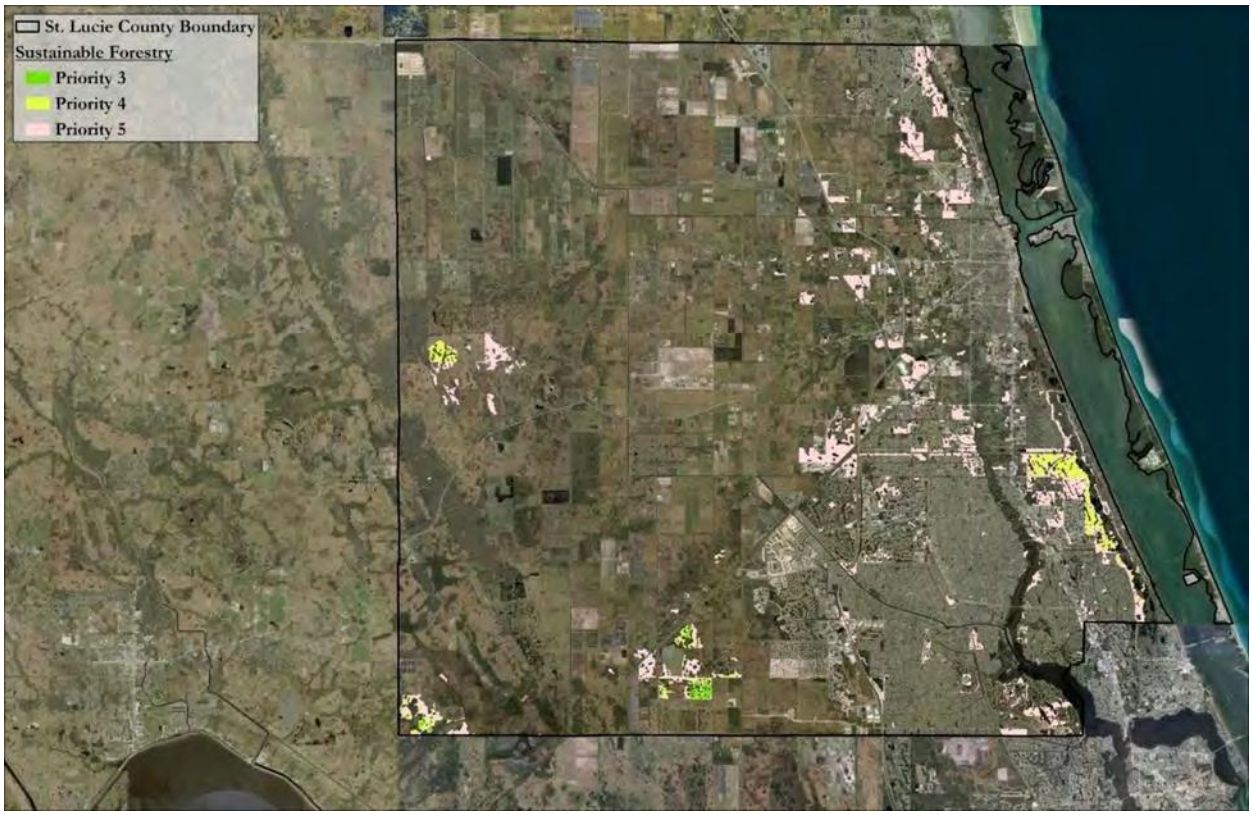


Figure 8-27. FNAI Sustainable Forestry

The FNAI CLIP layer utilizes the natural data resources described above to identify critical lands and waters that support flood storage, groundwater recharge, and biodiversity; and protect surface waters; and supply essential landscapes and waterways to different wildlife species. The utilization of this data can support local government initiatives to identify high quality natural ecosystems for conservation (**Figure 8-28**).

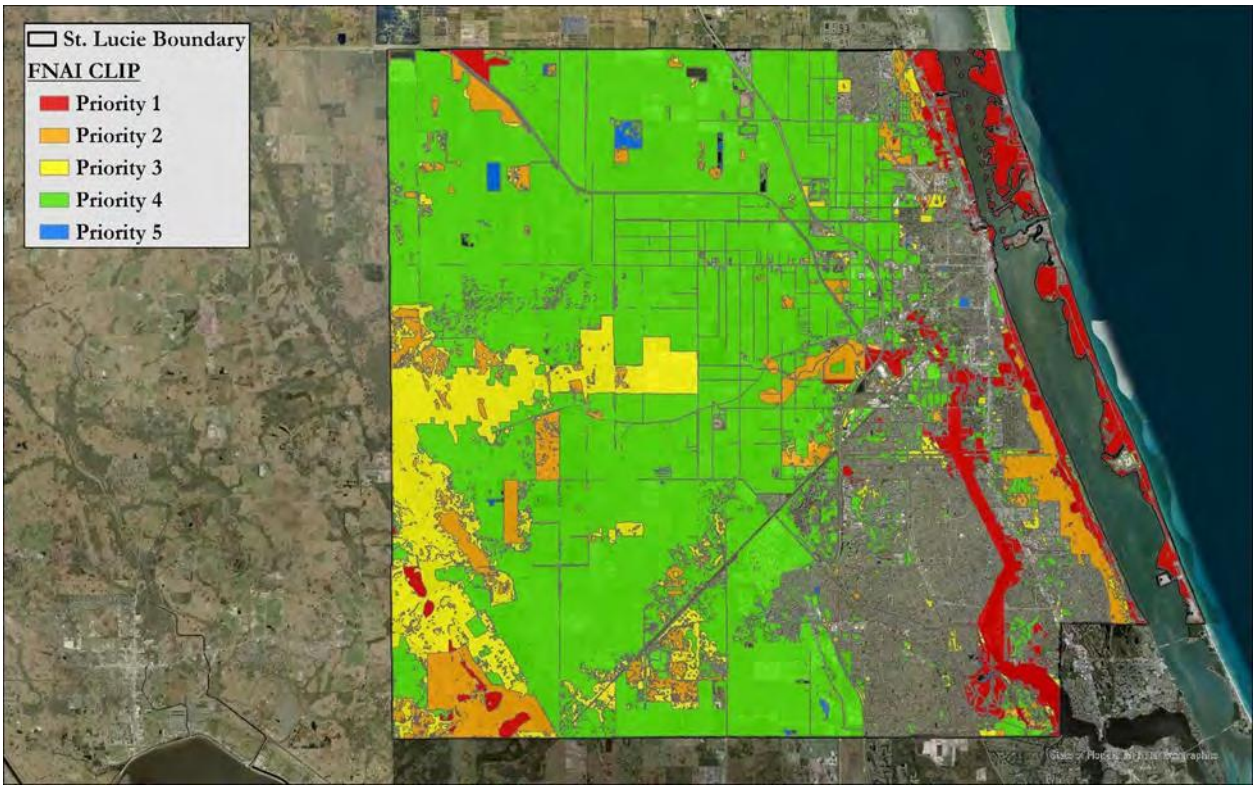


Figure 8-28. FNAI Critical Lands and Waters Identification Project (CLIP)

8.2.2.4 Habitat Profiles

The SLAMM model uses a detailed 26-category land classification system to represent coastal and wetland ecosystems, each responding differently to sea level rise. **Figure 8-29** highlights some key categories occurring within St Lucie County.



Figure 8-29. Color Coded Legend of baseline SLAMM Habitats

Upland Categories:

- Developed Dry Land: Urban/developed areas above Mean Tide Level (MTL), including infrastructure and built environment.
- Undeveloped Dry Land: Natural areas above MTL, potential for wetland migration

Freshwater Wetlands:

- Swamp: Non-tidal forested wetlands.
- Cypress Swamp: Specialized freshwater forested wetlands dominated by cypress trees.
- Inland-Fresh Marsh: Non-tidal herbaceous wetlands.
- Tidal-Fresh Marsh: Fresh marshes influenced by tidal action but minimal salinity

Transitional and Salt Marshes:

- Transitional Salt Marsh: Intermediate zone between fresh and salt marshes.
- Regularly-Flooded Marsh: Salt marsh flooded daily by tides.
- Irregularly-Flooded Marsh: Salt marsh flooded only during spring tides or storms

Coastal Wetlands and Shores:

- Mangrove: Saltwater-tolerant forest ecosystems.
- Estuarine Beach and Ocean Beach: Different types of shoreline environments.
- Tidal Flat and Ocean Flat: Low-lying areas regularly exposed at low tide.
- Rocky Intertidal: Rocky shores influenced by tides

Water Bodies :

- Inland Open Water: Freshwater bodies.
- Riverine Tidal: Rivers influenced by tides.
- Estuarine Open Water: Brackish water bodies.
- Tidal Creek: Small tidal channels.
- Open Ocean: Marine environment

Additional Categories:

- Inland Shore: Non-tidal shorelines.
- Tidal Swamp: Forested wetlands with tidal influence.
- Flooded Developed Dry Land: Developed areas inundated by sea level rise.
- Flooded Forest: Forested areas inundated by sea level rise.

This classification system enables computational modeling of how different habitats respond to sea level rise, considering factors such as elevation, tidal range, salinity, and accretion rates. Each category has unique threshold elevations and transition rules that determine how it changes under different sea level rise scenarios.

St. Lucie County's coastal landscape is characterized by a rich tapestry of 18 interconnected habitats, ranging from beaches and mangroves to freshwater wetlands and upland systems. Each of these natural communities plays a vital role in the region's environmental resilience, while facing unique challenges from sea level rise and prolonged flooding implications.

8.2.2.5 Land Cover and Native Ecological Communities

St. Lucie County's natural and semi-natural landscape is characterized by a highly diverse mosaic of forests, grasslands, and wetlands. One of the drivers of the diversity of landscapes and associated species is the location of the county at a transition point between the humid subtropical climate zone of the southeastern United States and a more tropical climate zone characteristic of southern Florida. Accordingly, the flora and fauna of St. Lucie County contain a mix of species between the two zones, contributing to relatively high local biodiversity.

Land cover and land use data from the South Florida Water Management District provides an in-depth snapshot of current land cover in St. Lucie County (**Figure 8-30**; **Table 8-5**). As a coastal county, St. Lucie County contains extensive areas of marine water, wetlands, lakes, and other water features, which together account for 13 percent of total area in the county. Over

15 percent of these water features are comprised of marine and estuarine waters – including the nearshore Atlantic Ocean – that are highly valued for their support of outdoor recreation, tourism, and productive fishery economies. The county's estuarine wetlands, including salt marshes and mangrove swamps, play an especially important role in regulating nearshore water quality, supporting fisheries, and helping to protect inland areas from storm surges.

Similarly, the county's extensive freshwater wetland communities are critical for regulating water quality in lakes and streams, serving as storage for floodwaters, and providing important nursery habitat for many native birds, amphibians, fish, and other wildlife.

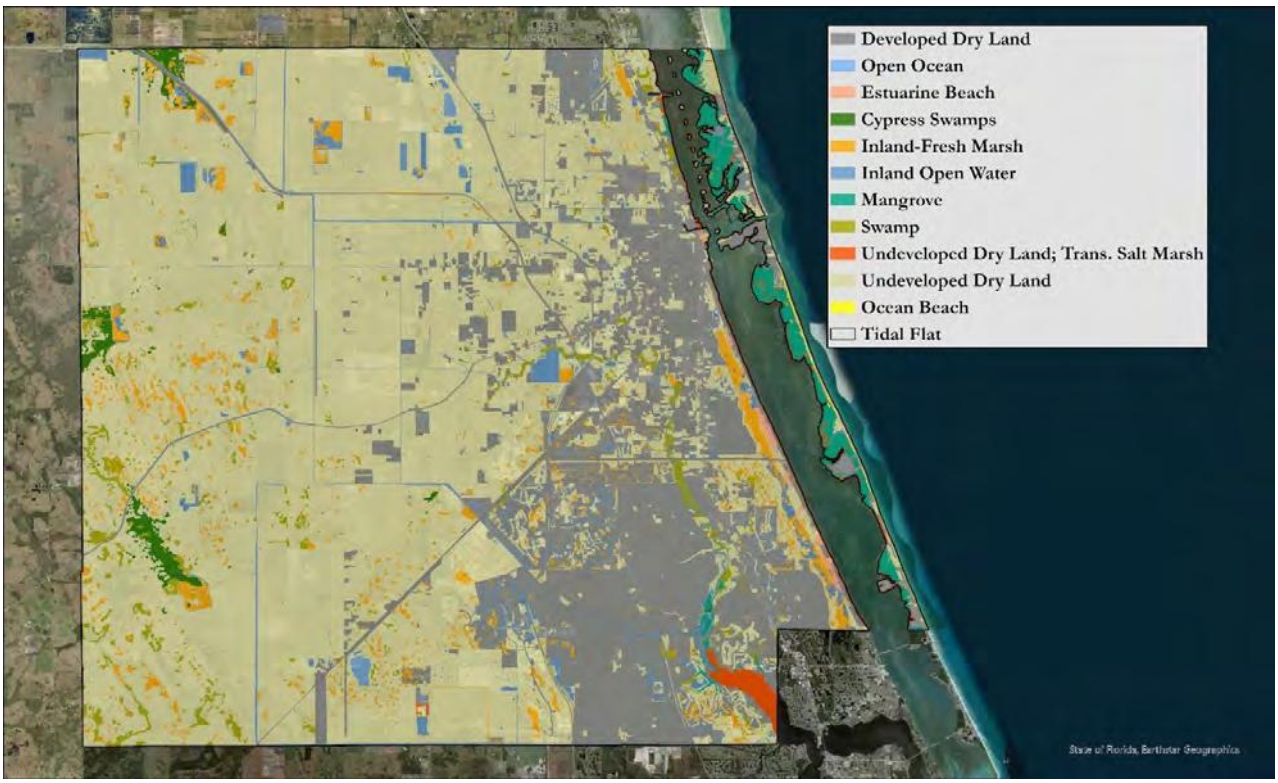


Figure 8-30. SFWMD Land Use Classifications color coded to match SLAMM legend

Table 8-5. Land cover types by area

Land Cover Type	Area (Acres)
Low Density Urban	12,030.71
Medium Density Urban	39,757.33
High Density Urban	6,925.97
Transportation	5,787.15
Industrial/Commercial	15,168.88
Barren/Open Land	6,353.53
Agriculture	206,408.51
Recreational	4,516.36
Upland Non-Forested	8,283.88
Upland Forest	17,133.29
Mangroves	5,098.29
Wetlands/Sloughs (Excluding Mangroves)	30,184.05
Reservoirs	6,756.92
Lakes	689.05
Streams/Waterways	3,468.7
Bays/Estuaries	2,186.52
Ocean	21.02
Total	**370,770.16**

8.2.2.6 Existing Conservation Lands

To facilitate stakeholder engagement in future projects, the names, management entity, and land areas of the fifteen largest protected land units in St. Lucie County are shown in **Table 8-6** below. Conservation lands within St. Lucie are highlighted in green in **Figure 8-31**.

Table 8-6. St Lucie Conservation Lands by Size and Manager

Property	Manager	Area (Acres)
Savannas Preserve State Park	FL Dept. of Environmental Protection, Div. of Recreation and Parks	6,408.00
C-23/C-24 South Reservoir	South Florida Water Management District	4,853.37
Cow Creek Ranch Agricultural and Conservation Easement #2	FL Dept. of Agriculture and Consumer Services	3,488.23
Bluefield Ranch	St. Lucie County	3,278.77
Ru-Mar Conservation Easement	FL Dept. of Environmental Protection, Div. of State Lands	3,153.45
McCarty Ranch Preserve	City of Port St. Lucie	3,107.00
C-23/C-24 Stormwater Treatment Area	South Florida Water Management District	2,757.12
C-23/C-24 North Reservoir	South Florida Water Management District	2,609.21
Bluefield Ranch Mitigation Bank	Bluefield Ranch Mitigation Bank	2,494.65
Cypress Creek Complex	South Florida Water Management District	1,233.17

Property	Manager	Area (Acres)
Ten Mile Creek	South Florida Water Management District	959.89
Cypress Creek	St. Lucie County	783.75
St. Lucie Pinelands	St. Lucie County	750.84
Fort Pierce Inlet State Park	FL Dept. of Environmental Protection, Div. of Recreation and Parks	701.20
Avalon State Park	FL Dept. of Environmental Protection, Div. of Recreation and Parks	657.24
Walpole Ranch Agricultural and Conservation Easement	FL Dept. of Agriculture and Consumer Services	599.16

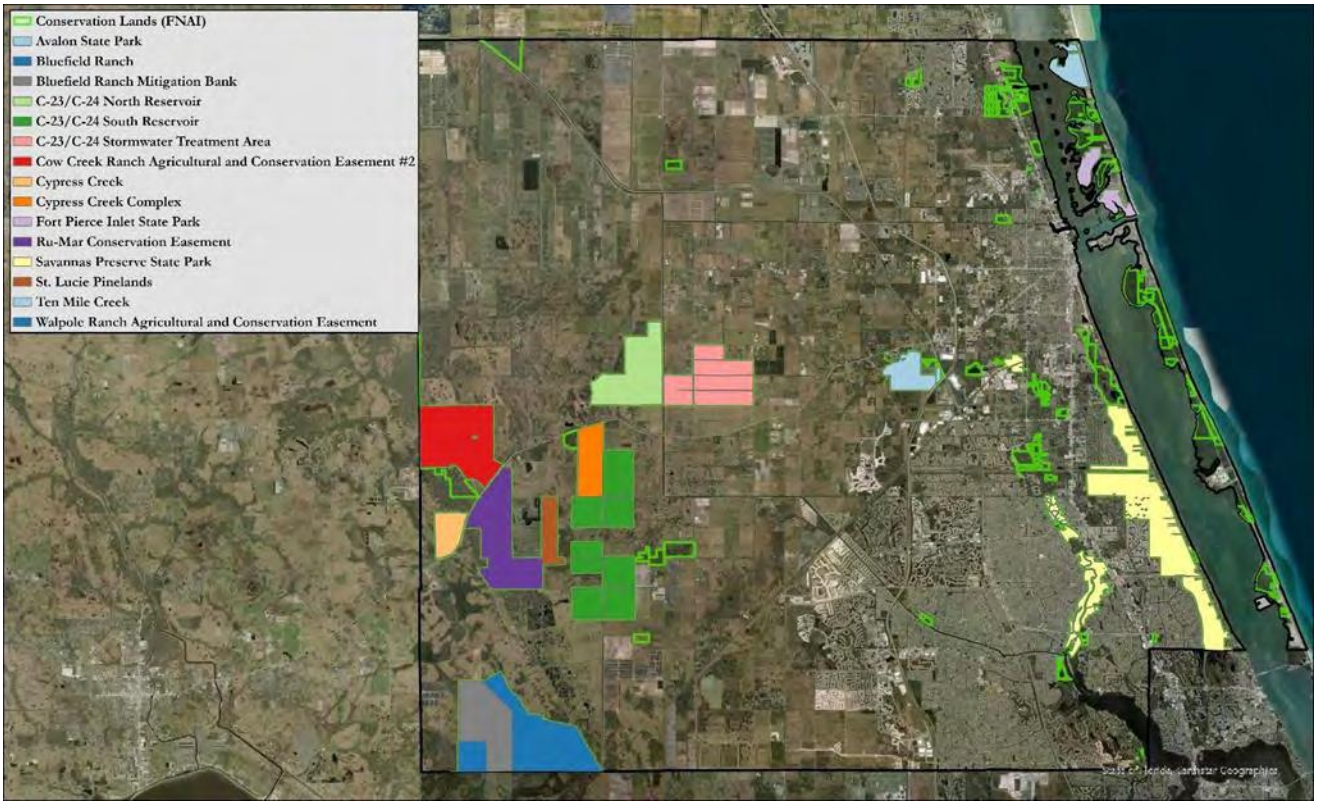


Figure 8-31. Map of Existing Conservation Lands within the St. Lucie County

8.3 Model Parameters

The model was configured using locally calibrated parameters, ensuring accuracy in simulating SLR effects (**Table 8-7**). Future assessments should work on verifying or validating these values:

Table 8-7. Table of SLAMM Input Parameters

Parameter	Value	Description	Importance
NWI Photo Date	2022	Date of NWI data used for initial conditions	Establishes baseline year
DEM Date	2018	Date of majority elevation data	Ensures consistency with NWI data
Direction Offshore	East	Primary direction toward open ocean	Used in fetch calculations
Historic Trend	0.13 inches/year	Historic rate of sea level rise	Used to adjust initial conditions
MTL-NAVD88	-0.34 m	Correction between Mean Tide Level and NAVD88 datum	Critical for accurate elevation referencing
GT Great Diurnal Tide Range	2.20 ft	Tide range for the study area	Determines habitat elevation ranges
Salt Elevation	1.12 ft	Elevation above MTL for salt boundary	Defines boundary between fresh and salt influence
Marsh Erosion	3.28 ft/year	Horizontal erosion rate for marshes	Affects shoreline retreat rates
Swamp Erosion	1.64 ft/year	Horizontal erosion rate for swamps	Lower than marsh due to greater root stabilization
Tidal Flat Erosion	4.92 ft/year	Horizontal erosion rate for tidal flats	Higher due to lack of vegetation
Mangrove Erosion	3.28 ft/year	Horizontal erosion rate for mangroves	Based on field measurements
Regularly Flooded Marsh Accretion	0.16 inches/year	Vertical accretion rate	Critical for determining marsh response to SLR
Irregularly Flooded Marsh Accretion	0.12 inches/year	Vertical accretion rate	Lower than regularly flooded due to less sediment input
Tidal Fresh Marsh Accretion	0.14 inches/year	Vertical accretion rate	Intermediate value based on local conditions
Beach Sedimentation Rate	0.02 inches/year	Vertical accretion rate for beaches	Conservative estimate for natural beaches
Mangrove Accretion	0.18 inches/year	Vertical accretion rate for mangroves	Higher than marshes due to root structures

These parameters were carefully selected based on scientific literature, local measurements, and expert knowledge to ensure the model accurately represents the processes affecting coastal habitats in St. Lucie County.

Accretion rates represent how quickly wetlands can build up vertically by trapping sediment and organic matter. If a wetland can build up faster than sea level is rising, it may survive. If sea level rises faster than the wetland can build up, it may convert to open water. The values above show that mangroves (0.18 inches/year) can build up faster than marshes (0.12-0.16 inches/year), which may affect their relative vulnerability to sea level rise.

8.4 Scenarios and Runs

8.4.1 Sea Level Rise Scenarios

Two sea level rise scenarios from NOAA were selected to represent a range of possible futures:

- **NOAA Intermediate Low (NIL)**: A lower sea level rise trajectory
  - 2040 = 0.78 ft
  - 2070 = 1.34 ft
  - 2100 = 1.87 ft
- **NOAA Intermediate High (NIH)**: A higher sea level rise trajectory
  - 2040 = 1.5 ft
  - 2070 = 3.37 ft
  - 2100 = 6.1 ft

These scenarios were selected to represent a plausible range of sea level rise based on current scientific understanding, without exploring the most extreme scenarios. The historic rate of sea level rise in this region has been about 0.09 inches/year. If this rate continued unchanged, sea level would rise only about 0.61 ft (7.3 inches) by 2100. Both scenarios used in this analysis project significantly faster rates of sea level rise, which is evident in **Figure 8-32**.

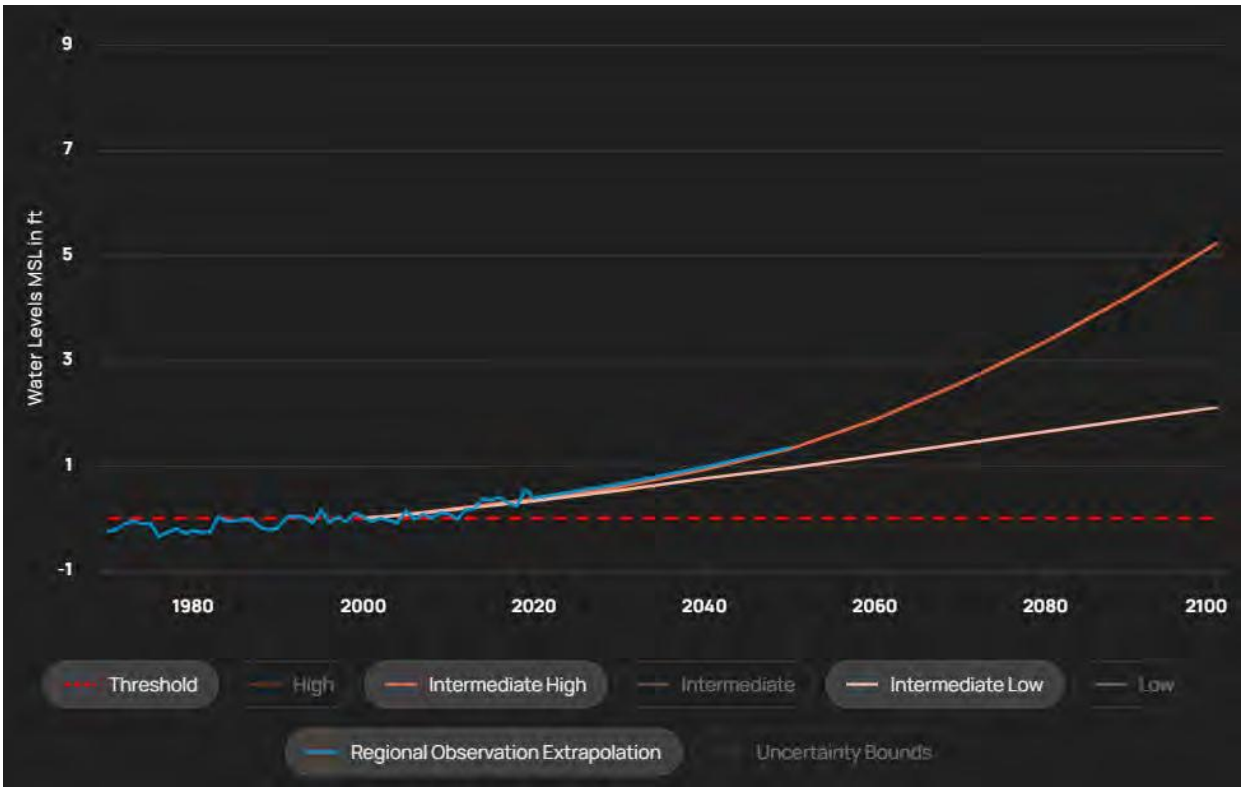


Figure 8-32. Sea level rise relative to NOAA Intermediate High and Intermediate Low

8.4.2 Protection Scenarios

Three protection scenarios were modeled to evaluate different management approaches:

- **No Protection**: Natural migration of all habitats with no human intervention
  - Serves as a baseline for comparison; wetlands move inland where possible
  - Represents a "do nothing" approach, natural habitat migration
- **Protect All Dry Land**: Protection of all developed and undeveloped dry land
  - Represents a comprehensive protection approach; Limits habitat migration, increases coastal squeeze
  - Would require significant infrastructure investment; Hard barriers around all land
- **Protect Developed Dry Land**: Protection of only developed dry land areas
  - Represents a more targeted protection approach; reduces infrastructure risk, but allows wetland transition
  - Focuses on protecting infrastructure and developed areas; barriers for urban areas only

When sea levels rise, coastal habitats naturally try to migrate inland. However, if there are barriers like seawalls or elevated roads (as in the protection scenarios), these habitats can become "squeezed" between the rising water and fixed barrier. This can lead to habitat loss if there's nowhere for these ecosystems to go.

8.4.3 Planning Horizons

Results were analyzed for four time periods to support planning at different time scales:

- **Initial conditions (2020):** Baseline conditions – Midway point DEM and NWI dates
- **Near-term (2040)**: 20-year planning horizon
- **Mid-term (2070)**: 50-year planning horizon
- **Long-term (2100)**: 80-year planning horizon

Different planning horizons are relevant for different types of decisions. Near-term projections (2040) are most relevant for current planning cycles and immediate adaptation decisions. Mid-term projections (2070) align with the lifespan of major infrastructure and buildings. Long-term projections (2100) are important for understanding the legacy of current decisions and long-range planning.

8.5 Analysis Methods

The St. Lucie County SLAMM (Sea Level Rise Affecting Marshes Model) Analysis Project employed a structured approach to quantify habitat changes, assess carbon sequestration potential, and compare the effectiveness of various adaptation strategies. The following analytical methods were used:

1. Habitat Area Calculation
   - The total area (hectares) of each habitat type was summed by year and scenario to track changes over time.
   - This method enabled a direct comparison of habitat areas across different sea level rise scenarios and time periods.

2. Percentage Change Calculation
   - Changes in habitat extent were assessed relative to baseline conditions using the following formula:

$$\text{Percentage Change} = \left(\frac{\text{Current} - \text{Baseline}}{\text{Baseline}}\right) \times 100$$

   For example, to calculate the change in mangrove habitats:

$$\left(\frac{5{,}000\ acres\ -\ 10{,}000\ acres}{10{,}000\ acres}\right) \times 100\ =\ -50\%$$

   - This metric provides a standardized way to measure the rate and magnitude of habitat transitions.

3. Cross-Scenario Comparison
   - A comprehensive comparison was conducted across all modeled scenarios and protection strategies to assess the relative effectiveness of these three different adaptation approaches.

These methods provide a quantifiable and comparative framework to support data-driven decision-making for coastal resilience planning in St. Lucie County.

9.0 MODEL STRUCTURE AND CONTENT

Results from the SLAMM runs show progressive and increasing inundation of low-lying developed lands and undeveloped uplands, particularly within coastal areas of St. Lucie County, from 2040 through 2100. Inspection of the full SLAMM land cover categories and projected changes by scenario reveals the need for some important interpretive caveats.

The SLAMM algorithm appears to be systematically – and could certainly mistakenly – be selecting for marshes, rather than mangroves within habitat transition modules, as the dominant saltwater wetland for areas newly inundated by sea level rise in St. Lucie County. This suggests that the interpretation of SLAMM land cover change results should likely focus on broader, aggregated categories (e.g., saltwater wetlands, which includes mangroves, marshes, and other intertidal areas), rather than place high levels of confidence in the accuracy of specific wetland types provided by the raw model outputs.

Another key caveat is that the extension of SLAMM into the non-tidal portions of the St. Lucie River should be viewed as both exploratory and experimental. While it is intuitive that significant upstream transgression of saltwater can be expected with large increments of sea level rise, the current model does not incorporate more complex dynamics between non-stationary groundwater (e.g., rising regional water table) and surface head pressure from fresh headwater areas that could, for example, be expected to favor creation of new freshwater wetlands in areas that are currently uplands. Moreover, the extent of saltwater transgression into the upper St. Lucie River seems conservative under the sea level rise scenarios.

A final caveat is that the SLAMM results are obviously dependent on the accuracy of data input files, model parameters, and sea level rise projection scenarios, while also being subject to the technical limitations of the model itself. The results can be informative about general trends and planning at the landscape scale but should not in any way be used as a standalone tool for site-level design, engineering, or ecosystem management decisions.

9.1 Primary Results

Six scenario-specific model runs were conducted, each representing different sea level rise projections and protection strategies (**Table 9-1**). These results offered a quantitative foundation for assessing habitat changes, ecosystem resilience, and adaptation measures.

Total Study Area:
3,263,184 hectares (approximately 8,063,503 acres)

Years Simulated:
2020, 2040, 2070, 2100

Sea Level Rise Scenarios:
NOAA Intermediate Low ("NIL") and NOAA Intermediate High ("NIH")

Protection Strategies:
None, Protect All Dry Land, Protect Developed Dry Land

Each scenario provides insight into how different protection strategies influence habitat transformation over time, guiding coastal planning, resilience efforts, and conservation priorities.

Table 9-1. Description of modeling results output provided by the SLAMM model

Parameter	Description	Values	Purpose
Scenario	Sea level rise scenario	"NIL", "NIH" (See SLR – eustatic below)	Specifies which SLR curve was used
Year	Simulation year	2020, 2040, 2070, 2100	Indicates the time period
Protection	Protection strategy	"Protect None", "Protect All Dry", "Protect Developed Dry"	Specifies the protection approach
GIS Num	Numeric identifier for habitat type	1-25 (see SLAMM technical documentation)	Internal SLAMM code for habitat types
Acres	Area in acres	276153.9146, -9999.0 (for null/void)	The primary data value being tracked
SLAMMText	Habitat type name	"Developed Dry Land", "Mangrove", etc.	Habitat description
SLR (eustatic)	Sea level rise value in meters	"NOAA et al 2017"	The amount of sea level rise for that year

The model provides over 30 outputs, which are grouped into six categories below. Understanding these habitat types is essential for interpreting the model results.

9.1.1 Dry Land Habitats

- **Developed Dry Land**: Urban and built-up areas above the reach of tides
- **Undeveloped Dry Land**: Natural upland areas above the reach of tides
- **Flooded Developed Dry Land**: Developed areas that have been inundated

9.1.2 Wetland Habitats

- **Swamp**: Freshwater forested wetland
- **Cypress Swamp**: Wetland dominated by cypress trees
- **Tidal Swamp**: Forested wetland influenced by tides
- **Mangrove**: Salt-tolerant tropical trees growing in intertidal zones
- **Inland-Fresh Marsh**: Non-tidal freshwater herbaceous wetland
- **Tidal-Fresh Marsh**: Tidally influenced freshwater herbaceous wetland
- **Trans. Salt Marsh**: Transitional zone between salt marsh and upland
- **Regularly-Flooded Marsh**: Salt marsh flooded by most high tides
- **Irreg.-Flooded Marsh**: Salt marsh flooded only by spring or storm tides
- **Saltmarsh**: General category for salt marshes

9.1.3 Water Habitats

- **Estuarine Open Water**: Open water in estuaries
- **Open Water**: General category for open water
- **Inland Open Water**: Freshwater lakes and ponds
- **Open Ocean**: Marine waters beyond the shoreline
- **Tidal Creek**: Small tidal channels within marshes
- **Riverine Tidal**: Rivers influenced by tides

9.1.4 Beach and Flat Habitats

- **Estuarine Beach**: Beaches along estuarine shorelines
- **Ocean Beach**: Beaches along ocean shorelines
- **Tidal Flat**: Unvegetated intertidal areas
- **Ocean Flat**: Unvegetated areas in shallow ocean waters
- **Rocky Intertidal**: Rocky areas in the intertidal zone

9.1.5 Other Categories

- **Transitional**: Areas transitioning between habitat types
- **Inland Shore**: Shorelines of inland water bodies
- **Freshwater Tidal**: Areas with freshwater that are tidally influenced
- **Freshwater Non-Tidal**: Areas with freshwater not influenced by tides
- **Aggregated Non Tidal**: Combined category for non-tidal areas
- **Low Tidal**: Areas in the lower intertidal zone

Note: Submerged Aquatic Vegetation SAV (sq.km) underwater plants are not included in this analysis

These habitat types represent the full range of coastal ecosystems found in St. Lucie County and are the basis for tracking changes due to sea level rise. As sea level rises, habitats typically transition in a predictable sequence. For example, upland areas may become freshwater wetlands, freshwater wetlands may become brackish or salt marshes, salt marshes may become mangroves (in tropical areas like Florida), and mangroves may eventually become open water if they cannot keep pace with sea level rise. The SLAMM model results offer a framework for understanding habitat vulnerability and potential adaptation pathways in St. Lucie County. By comparing scenarios, stakeholders can assess the trade-offs between land protection strategies, ecosystem resilience, and long-term sustainability. These insights will directly inform coastal management, wetland conservation, and adaptation efforts for the region.

10.0 SEA LEVEL RISE PROJECTIONS

This section examines the projected sea level rise (SLR) trajectories for St. Lucie County based on two NOAA-defined scenarios: NOAA Intermediate Low (NIL) and NOAA Intermediate High (NIH). These projections help guide long-term resilience planning, habitat conservation, and climate adaptation strategies.

10.1 NOAA Intermediate Low (NIL)

The NOAA Intermediate Low (NIL) scenario, assumes:

- Decreased rate of sea level rise.
- Slower ocean thermal expansion.
- Moderate ice sheet loss from Antarctica and Greenland.

10.1.1 Description

This scenario represents a more optimistic future with substantial mitigation efforts.

10.1.2 SLR Values

The rate of sea level rise is more consistent over time than in the Intermediate High scenario, with the rate increasing from 0.20 inches/year in the 2020-2040 period to 0.22 inches/year in the 2040-2070 period, then maintaining a similar rate of 0.22 inches /year in the 2070-2100 period (**Table 10-1**).

Table 10-1. NOAA 2017 Intermediate Low Sea Level Rise values for the St Lucie County SLAMM model

Year	SLR (eustatic) (m)	Inches	Feet	Cumulative Change
2020	0.00	0.0	0.0	Baseline
2040	0.10	3.9	0.3	+0.33ft in 20 years
2070	0.27	10.6	0.9	+0.56ft in next 30 years
2100	0.44	17.3	1.4	+0.56ft in final 30 years

10.1.3 Key Characteristics

The Intermediate Low scenario leads to several distinctive outcomes:

- More gradual habitat transitions
  - Slower conversion of wetlands to open water
  - Less extensive loss of beaches and tidal flats
  - More limited inland migration of salt-influenced habitats
- Less expansion of estuarine open water
  - Moderate increase in water area in the Indian River Lagoon
  - Less conversion of mangroves and marshes to open water
  - Fewer changes in water quality and fisheries
- More preservation of mangroves and marshes

  - Slight increase 0.2 percent or approximately 153 acres of mangroves by 2100
  - 32.0 percent loss or approximately 133 acres of regularly-flooded marsh by 2100
  - Greater retention of habitat for wildlife
- Lower atmospheric carbon emissions
  - Less release of stored carbon as wetlands are preserved
  - Greater future carbon sequestration capacity
  - Reduced feedback from temperature increases

10.2 NOAA Intermediate High (NIH)

The NOAA Intermediate (NIH) scenario represents a higher sea level rise trajectory, assuming:

- Continued thermal expansion of ocean waters.
- Accelerated ice sheet loss from Antarctica and Greenland.
- Moderate net atmospheric greenhouse gases due to limited emissions reduction (aligned with RCP 4.5).

10.2.1 Description

This scenario represents a plausible future if current trends continue with some mitigation efforts.

10.2.2 SLR Values

The rate of sea level rise accelerates over time, with the rate increasing from 0.45 inches/year in the 2020-2040 period to 0.75 inches/year in the 2040-2070 period, then slightly increasing to 1.09 inches/year in the 2070-2100 period (**Table 10-2**).

Table 10-2. NOAA 2017 Intermediate High Sea Level Rise values for the St Lucie County SLAMM model

Year	SLR (eustatic) (m)	Inches	Feet	Cumulative Change
2020	0.00	0.0	0.0	Baseline
2040	0.23	9.1	0.8	+0.75ft in 20 years
2070	0.80	31.5	2.6	+1.88ft in next 30 years
2100	1.63	64.2	5.3	+2.72ft in final 30 years

10.2.3 Key Characteristics

The Intermediate High scenario leads to several distinctive outcomes:

- More rapid and severe habitat transitions
  - Faster conversion of wetlands to open water
  - More extensive loss of beaches and tidal flats
  - Greater inland migration of salt-influenced habitats
- Greater expansion of estuarine open water
  - Significant increase in water area in the Indian River Lagoon

  - Conversion of mangroves and marshes to open water
  - Potential changes in water quality and fisheries
- More significant loss of mangroves and marshes
  - Up to 94.3 percent loss or approximately 65,061.4 acres of mangroves by 2100
  - Up to 48.8 percent loss or approximately 197.44 acres of regularly-flooded marsh by 2100
  - Substantial reduction in habitat for wildlife
- Atmospheric carbon emissions
  - Coastal wetlands that are allowed to migrate have been found to sequester 5 to 9 times more carbon than coastal wetlands unaffected by sea level rise (Rogers et al, March 7, 2019)
  - Wetlands that are unable to migrate and become drowned rapidly release stored carbon
  - Lost wetlands result in reduced future carbon sequestration capacity
  - Potential feedback from increased temperatures

11.0 PROTECTION SCENARIOS

While many strategies exist for protecting natural and built environments, this assessment compares three protection scenarios: No Protection (no protective/management action taken), Protect All Dry Land, and Protect Developed Dry Land.

11.1 No Protection

11.1.1 Description

The No Protection scenario assumes no human intervention to mitigate the impacts of sea level rise, allowing natural processes such as inundation, erosion, and habitat migration to occur unimpeded. This serves as a baseline scenario for assessing the extent of environmental changes in the absence of adaptive measures.

Key assumptions under this scenario:

- No new coastal defenses such as dikes, levees, or seawalls are constructed.
- Existing infrastructure remains unchanged and is not elevated or modified.
- Coastal and inland habitats transition naturally based on sea level rise projections.
- Both developed and undeveloped areas are affected by rising water levels and coastal changes.

This scenario is useful for identifying the most vulnerable regions and serves as a benchmark against which other protection strategies can be compared. In certain areas with low development density and high ecological value, a No Protection approach may be considered a viable option.

11.1.2 Key Characteristics

The No Protection scenario results in several significant environmental outcomes:

- **Maximum dry land loss:** Both developed and undeveloped lands are susceptible to inundation.
- **Greatest transition to open water:** Coastal wetlands experience extensive conversion to estuarine waters.
- **Rapid habitat changes:** The highest rates of habitat transformation and migration occur.
- **Provides a comparative baseline:** Highlights the full extent of sea level rise impacts and helps assess the effectiveness of intervention strategies.

While this scenario represents a "do-nothing" approach, it reflects an intentional decision to allow natural landscape shifts in response to environmental changes.

11.1.3 NOAA Intermediate Low (NIL) - No Protection

11.1.3.1 Habitat Changes by Year

Table 11-1. NOAA Intermediate Low Habitat Change by Year with Percentage change from Baseline – No Protection

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Developed Dry Land	682, 390.09	682,383.18	682,316.95	682,236.64	-153.42	-0.02%
Undeveloped Dry Land	2,397,649.68	2,397,631.89	2,397,529.10	2,397,377.62	-272.16	-0.01%
Swamp	189,752.13	189,735.92	189,630.72	189,493.31	-258.81	-0.14%
Cypress Swamp	152,206.85	152,206.38	152,203.09	152,194.05	-12.80	-0.01%
Mangrove	68,999.62	69,165.83	68,951.04	69,109.98	110.36	0.16%
Inland-Fresh Marsh	164,953.95	164,953.68	164,950.07	164,948.32	-5.63	0.00%
Regularly-Flooded Marsh	404.56	367.49	314.64	271.77	-132.79	-32.82
Estuarine Open Water	19,749.05	24,474.81	25,673.74	26,325.63	6,576.67	33.30%

11.1.3.2 Spatial Distribution of Changes

Table 11-1 reveals several important patterns under the NIL 'No Protection' scenario:

1. **Coastal Areas**: Moderate changes in low-lying coastal areas
2. **Inland Areas**: Minimal changes in inland areas
3. **Wetland Areas**: Gradual transition of wetlands to open water

11.1.4 NOAA Intermediate High (NIH) - No Protection

This scenario combines the higher sea level rise trajectory with no protection measures, representing a "do nothing" approach under more severe sea level rise conditions.

11.1.4.1 Habitat Changes by Year

Table 11-2. NOAA Intermediate High Habitat Change by Year with Percentage change from Baseline – No Protection

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Developed Dry Land	682,390.09	682,350.56	681,525.96	677,792.46	-4,597.73	-0.67%
Undeveloped Dry Land	2,397,649.68	2,397,575.80	2,395,907.59	2,391,294.39	-6,355.37	-0.27%
Swamp	189,752.13	189,552.17	187,083.86	178,941.98	-10,810.15	-5.70%
Cypress Swamp	152,206.85	152,197.68	151,936.12	151,028.70	-1,178.15	-0.77%
Mangrove	68,999.62	59,098.32	26,295.93	3,938.26	-65,061.26	-94.29%
Inland-Fresh Marsh	164,953.95	164,948.25	164,875.99	164,724.86	-229.09	-0.14%

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Regularly-Flooded Marsh	404.56	290.79	65.95	207.17	-197.39	-48.79%
Estuarine Open Water	19,749.05	35,460.93	74,283.72	98,406.33	78,657.28	398.28%

11.1.4.2 Spatial Distribution of Changes

Table 11-2 reveals several important patterns:

1. **Minimal dry land impacts**: Despite the higher sea level rise scenario, dry land losses remain below 1 percent, approximately 10,900 acres, indicating that most developed and undeveloped areas are above the projected inundation levels.

2. **Severe mangrove loss**: Mangroves show a dramatic decline of over 94 percent, approximately 64,250 acres, with losses accelerating over time. This represents a significant loss of critical coastal habitat.

3. **Loss of regularly-flooded marsh**: With a decline of nearly 48 percent, approximately 195 acres, regularly-flooded marshes are significantly reduced by 2100.

4. **Dramatic expansion of estuarine open water**: A 398 percent increase, approximately 77,000 acres, in estuarine open water represents a fundamental transformation of coastal areas, with significant implications for ecosystems and human use.

5. **Significant increase in atmospheric carbon emissions**: The GHG values become increasingly negative over time, indicating substantial carbon emissions as wetlands are lost.

Based on the percentage loss by 2100 under the NOAA Intermediate High (NIH) sea level rise scenarios with no protection measures, the most vulnerable habitats are: (1) Mangroves (-94.29 percent or –65,061.26 acres), (2) Regularly-Flooded Marsh (-48.79 percent or -197.39 acres), (3) Swamp (-5.70 percent or –10,810.15 acres), and (4) Dry Land (-0.94 percent or -10,953.10 acres). This vulnerability ranking highlights the disproportionate impact of sea level rise on coastal wetland ecosystems and sandy shorelines, which face extensive habitat conversion and loss under the higher sea level rise trajectory. The extreme vulnerability of mangroves and beach habitats underscores the urgent need for targeted conservation and adaptation strategies to preserve these critical coastal ecosystems.

11.2 Protect All Dry Land

11.2.1 Description

The Protect All Dry Land scenario assumes full protection of all developed and undeveloped dry land areas against sea level rise. This approach prioritizes land preservation through engineered infrastructure such as levees, seawalls, and drainage systems. While it prevents the loss of land, it does not include measures to protect wetlands, marshes, or intertidal zones, leading to significant ecological consequences.

Under this scenario:

- Urban, residential, commercial, and industrial areas are fully protected.
- Undeveloped upland areas are also safeguarded against inundation.
- Protection is assumed to be 100 percent effective, with no infrastructure failures.
- Wetlands, marshes, and coastal ecosystems remain unprotected and are subject to sea level rise.

This scenario represents an aggressive protection strategy that maintains human infrastructure but alters natural coastal processes.

11.2.2 Key Characteristics

The Protect All Dry Land scenario leads to several distinctive outcomes:

- Preservation of all dry land: Ensures no loss of developed or undeveloped dry land.
- Significant wetland losses: Coastal squeeze prevents wetland migration, leading to habitat loss.
- Altered hydrology: Infrastructure changes drainage and sediment flow patterns.
- Accelerated wetland conversion: Wetlands convert to open water more quickly due to restricted inland migration.
- Potential for increased erosion: Protection structures may exacerbate erosion at their edges.

11.2.3 NOAA Intermediate Low (NIL) - Protect All Dry Land

11.2.3.1 Habitat Changes by Year

Table 11-3. NOAA Intermediate Low Habitat Change by Year with Percentage change from Baseline – Protect All Dry Lands

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Developed Dry Land	682,391.14	682,391.14	682,391.14	682,391.14	0.00	0.00
Undeveloped Dry Land	2,397,653.38	2.397,579.42	2,395,911.31	2,391,298.27	-6,355.2	-0.27
Swamp	189,752.42	189,552.46	187,083.8	178,941.75	-10,810.66	-5.70
Cypress Swamp	152,207.08	152,197.91	151,936.35	151,028.93	-1,178.14	-0.77
Mangrove	68,999.72	59,098.41	26,296.23	3,938.39	-65,061.33	-94.29
Inland-Fresh Marsh	164,954.2	164,948.5	164,876.19	164,725.01	-229.19	-0.14
Regularly-Flooded Marsh	404.56	290.79	65.95	207.17	-197.38	-48.79
Estuarine Open Water	19,749.08	35,460.98	74,283.83	98,406.6	78,657.52	398.28

11.2.3.2 Spatial Distribution of Changes

Table 11-3 reveals several important patterns:

1. **Protected Areas**: No change in developed and undeveloped dry land
2. **Wetland Areas**: Gradual transition of wetlands to open water
3. **Transition Zones**: Sharp boundaries between protected and unprotected areas

11.2.4 NOAA Intermediate High (NIH) - Protect All Dry Land

This scenario combines the higher sea level rise trajectory with comprehensive protection of all dry land, representing an aggressive protection approach under more severe sea level rise conditions.

11.2.4.1 Habitat Changes by Year

Table 11-4. NOAA Intermediate Habitat Change by Year with Percentage change from Baseline – Protect All Dry Lands

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Developed Dry Land	682,391.14	682,391.17	682,396.17	682,391.17	0.00	0.00
Undeveloped Dry Land	2,397,653.38	2,397,647.5	2,397,504.0	2,397,132.95	-520.52	-0.02
Swamp	189,752.42	189,555.27	187,112.46	178,999.28	-10,753.13	-5.67
Cypress Swamp	152,207.08	152,198.40	151,955.69	151,051.24	-1,155.83	-0.76
Mangrove	68,999.72	59,030.83	24,749.39	2,727.96	-66,271.76	-96.05
Inland-Fresh Marsh	164,954.20	164,948.50	164,876.66	164,727.34	-226.86	-0.14
Regularly-Flooded Marsh	404.56	290.79	65.95	198.40	-206.16	-50.96
Estuarine Open Water	19,749.08	35,460.98	74,283.68	97,972.02	78,222.93	396.08

11.2.4.2 Spatial Distribution of Changes

Table 11-4 Error! Reference source not found. reveals several important patterns:

1. **Complete protection of developed dry land**: As expected, there is no loss of developed dry land under this scenario.
2. **Near-complete protection of undeveloped dry land**: Undeveloped dry land shows only a minimal loss of 0.01%, 26.31 acres, representing a significant improvement over the No Protection scenario.
3. **Similar wetland losses**: Despite the protection of dry land, wetland losses are similar to or slightly worse than the No Protection scenario, indicating that protection does not benefit wetlands.
4. **Slightly worse mangrove loss**: Mangroves show a slightly higher loss rate (56.77 percent) compared to the No Protection scenario (54.57 percent), suggesting that protecting dry land may actually increase pressure on mangroves.
5. **Similar water expansion**: The expansion of estuarine open water is nearly identical to the No Protection scenario, indicating that protection of dry land does not significantly affect this process.

The slightly worse outcomes for mangroves under the Protect All Dry Land scenario demonstrate the "coastal squeeze" effect. When sea levels rise, wetlands would naturally migrate inland. Protection of structures prevents this migration, resulting in greater wetland loss than would occur under natural conditions.

11.3 Protect Developed Dry Land

11.3.1 Description

The Protect Developed Dry Land scenario prioritizes human infrastructure by safeguarding only developed areas (urban, residential, commercial, and industrial). Unlike the Protect All Dry Land scenario, this strategy allows undeveloped areas to undergo natural processes, permitting some wetland migration.

Under this scenario:

- All developed areas are protected.
- Undeveloped uplands remain unprotected.
- Wetlands and other coastal habitats continue to evolve naturally.
- Infrastructure investments are more targeted, reducing overall protection costs.

This approach represents a compromise between full protection and unmanaged retreat.

11.3.2 Key Characteristics

The Protect Developed Dry Land scenario leads to several distinctive outcomes:

- Full protection of human infrastructure: Ensures no loss of developed areas.
- Allows natural adaptation of undeveloped areas: Supports some wetland migration.
- Less extreme coastal squeeze: Wetlands adjacent to undeveloped land have room to migrate.
- Moderate habitat loss: Coastal habitats still face sea level rise impacts.

The Protect Developed Dry Land scenario represents a compromise between full protection and no protection. It prioritizes protection of human infrastructure while allowing natural processes to occur in undeveloped areas. This approach may be more feasible from both economic and ecological perspectives.

11.3.3 NOAA Intermediate Low (NIL) - Protect Developed Dry Land

11.3.3.1 Habitat Changes by Year

Table 11-5. NOAA Intermediate Low Habitat Change by Year with Percentage change from Baseline – Protect Developed Dry Lands

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Developed Dry Land	682,390.09	682,390.09	682,390.09	682,390.09	0.00	0.00
Undeveloped Dry Land	2,397,649.68	2,397,631.89	2,397,529.10	970,185.80	-110.14	-0.01
Swamp	76,790.08	76,783.52	76,740.95	76,685.34	-104.74	-0.14
Cypress Swamp	61,596.02	61,595.83	61,594.50	61,590.84	-5.18	-0.01
Mangrove	27923.20	27,990.46	27,903.54	27,967.86	44.66	0.16
Inland-Fresh Marsh	66,754.60	66,754.49	66,753.03	66,752.32	-2.28	0.00

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Regularly-Flooded Marsh	163.72	148.72	127.33	109.98	-53.74	-32.82
Estuarine Open Water	7,992.17	9,904.62	10,389.81	10,653.66	2,661.49	33.30

11.3.3.2 Spatial Distribution of Changes

The spatial distribution of changes under the NIL Protect Developed Dry Land scenario shows (**Table 11-5**):

1. **Protected Areas**: No change in developed dry land
2. **Unprotected Areas**: Gradual transition of wetlands to open water
3. **Transition Zones**: Sharp boundaries between protected and unprotected areas

11.3.4 NOAA Intermediate High (NIH) - Protect Developed Dry Land

This scenario combines the higher sea level rise trajectory with targeted protection of only developed dry land, representing a more balanced protection approach under more severe sea level rise conditions.

11.3.4.1 Habitat Changes by Year

Table 11-6 shows the projected habitat areas and changes over time under this scenario:

Table 11-6. NOAA Intermediate Habitat Change by Year with Percentage change from Baseline – Protect Developed Dry Lands

Habitat Type	2020 (acres)	2040 (acres)	2070 (acres)	2100 (acres)	Change 2020-2100 (acres)	Change 2020-2100 (%)
Developed Dry Land	682,391	682,391.14	682,391.14	682,391.14	0.00	0.00
Undeveloped Dry Land	2,397,653	2.397,579	2,395,9111	2,391,298.27	-6,355.2	-0.27
Swamp	189,752	189,552.46	187,083.8	178,941.75	-10,810.66	-5.70
Cypress Swamp	152,207	152,197.91	151,936.35	151,028.93	-1,178.14	-0.77
Mangrove	68,999	59,098.41	26,296.23	3,938.39	-65,061.33	-94.29
Inland-Fresh Marsh	164,954.2	164,948.5	164,876.19	164,725.01	-229.19	-0.14
Regularly-Flooded Marsh	404.56	290.79	65.95	207.17	-197.38	-48.79
Estuarine Open Water	19,749.08	35,460.98	74,283.83	98,406.6	78,657.52	398.28

11.3.4.2 Spatial Distribution of Change

Table 11-6 reveals several important patterns:

1. **Complete protection of developed dry land**: As expected, there is no loss of developed dry land under this scenario.

2. **Same undeveloped dry land loss as No Protection**: Undeveloped dry land shows the same loss as under No Protection, indicating that this strategy does not protect undeveloped areas.
3. **Same wetland losses as No Protection**: Wetland losses are identical to the No Protection scenario, suggesting that protecting only developed dry land does not affect wetland dynamics.
4. **Same water expansion as No Protection**: The expansion of estuarine open water is identical to the No Protection scenario.
5. **Slightly better carbon emissions than Protect All Dry Land**: Carbon emissions are slightly lower than under Protect All Dry Land, suggesting that allowing natural processes in undeveloped areas may have slight carbon benefits.

The data shows that protection strategies are highly effective for preserving developed dry land but have minimal or even slightly negative effects on wetland preservation. This suggests that protection strategies should be carefully targeted and combined with wetland conservation measures to achieve comprehensive resilience.

11.4 Protection Strategy Parameter Comparison

The results of the SLAMM analysis indicate that the 3 different protection strategies are highly effective for preserving developed dry land but have minimal or even slightly negative effects on wetland preservation. This suggests that protection strategies should be carefully targeted and combined with wetland conservation measures to achieve comprehensive resilience.

The spatial distribution of changes suggests that adaptation and conservation efforts should prioritize the Indian River Lagoon and North Fork St. Lucie River areas, where the most significant changes are projected to occur. These areas may require more immediate and intensive management interventions such as:

- Replacing seawalls and ripraps where possible with natural shorelines to allow mangroves and salt marshes to migrate inland as sea levels rise.
- Increase land acquisition and restoration efforts for undeveloped parcels along the Indian River Lagoon and North Fork St. Lucie to maintain and expand existing mangrove and salt marsh habitats.
- Consider large-scale restoration projects such as the creation of barrier islands and tidal flats to increase area of mangroves and salt marshes in the Indian River Lagoon, while also facilitating habitat migration.

12.0 PLANNING HORIZONS

12.1 Initial Conditions (2020)

12.1.1 Description

The initial conditions represent the baseline land cover at the start of the simulation. For St. Lucie County, the baseline year is 2020, which corresponds to the most recent comprehensive land cover data available (**Figure 12-1** and **Figure 12-2**).

The initial conditions serve several important purposes:

- Provide a starting point for all model simulations
- Establish a baseline for measuring changes
- Document the current distribution of habitats
- Serve as a reference for validation

Understanding the initial distribution of habitats is essential for interpreting the projected changes and identifying the most vulnerable areas.

12.1.2 Spatial Distribution

The spatial distribution of habitats in the initial conditions shows several important patterns:

1. Coastal Zone:
    - Narrow band of beaches along the Atlantic coast
    - Mangroves concentrated in protected coastal areas
    - Regularly-flooded marsh in limited areas adjacent to mangroves
2. Estuarine Zone:
    - Estuarine open water in the Indian River Lagoon
    - Mangroves along the estuarine shoreline
    - Transitional areas between estuarine and freshwater systems
3. Inland Zone:
    - Swamps and cypress swamps in low-lying inland areas
    - Inland-fresh marsh in scattered wetland complexes
    - Developed and undeveloped dry land in higher elevation areas

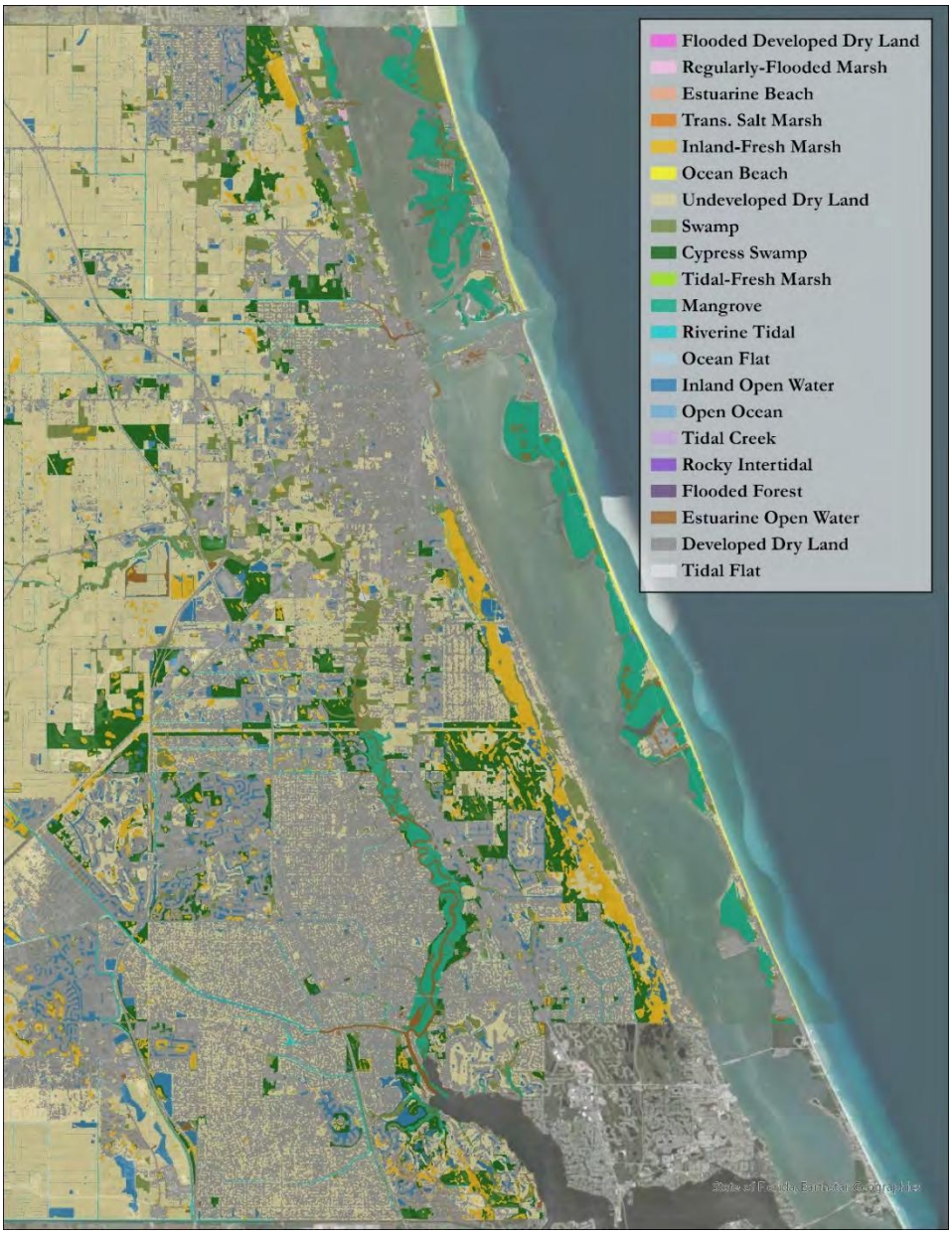


Figure 12-1. Map of SLAMM's initial input condition adjusted to fit SLR curve for baseline NOAA Intermediate Low

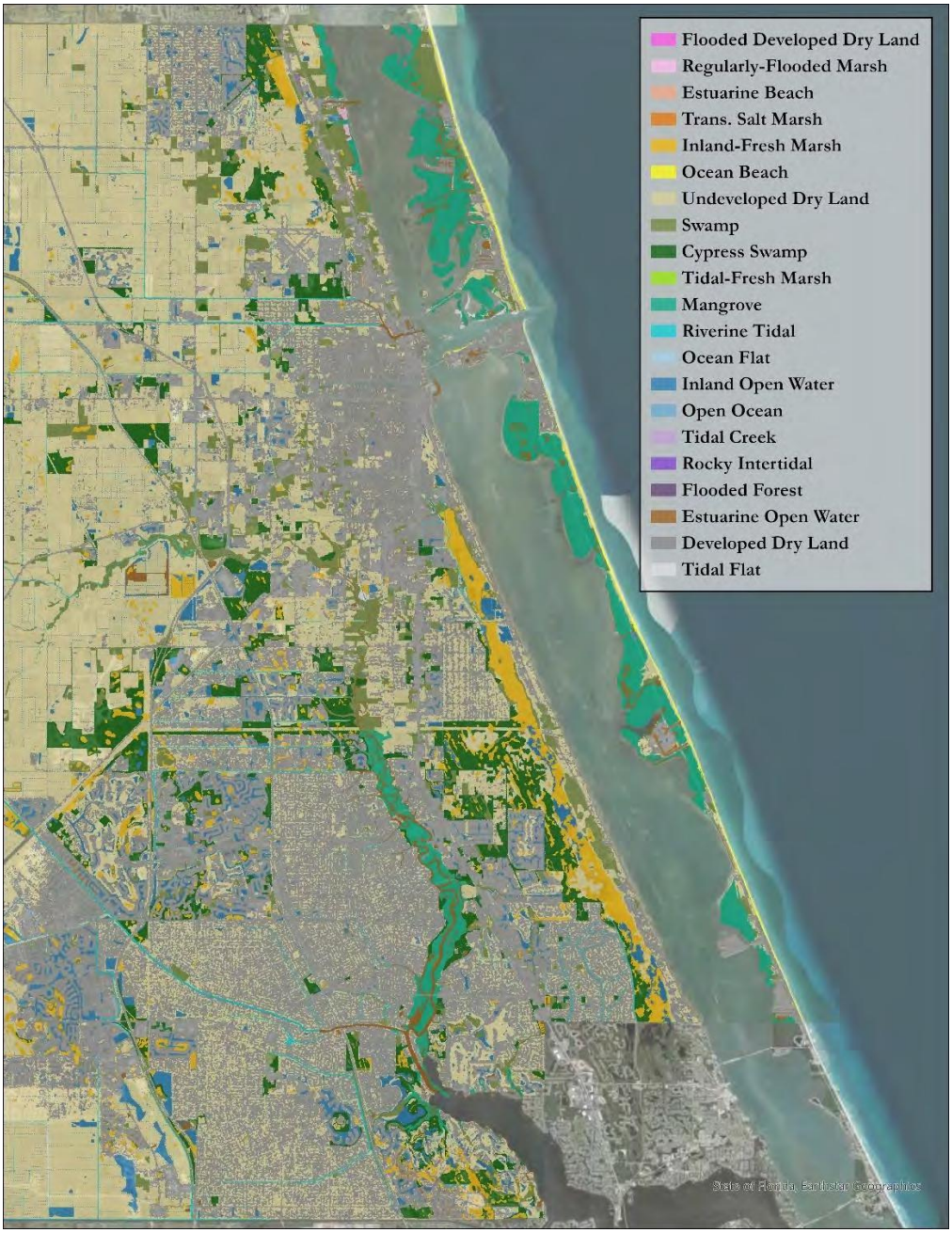


Figure 12-2. Map of SLAMM's initial input condition adjusted to fit SLR curve for baseline NOAA Intermediate High

12.1.3 Habitat Distribution

Table 12-1 shows the distribution of key habitat types in the 2020 conditions:

Table 12-1. Distribution of initial condition habitat types

Habitat Type	Area (acres)	Percentage of Total
Developed Dry Land	682,391.17	10.3%
Undeveloped Dry Land	2,397,653.48	36.2%
Swamp	189,752.42	2.9%
Cypress Swamp	152207.08	2.3%
Mangrove	68,999.72	1.0%
Inland-Fresh Marsh	164954.20	2.5%
Regularly-Flooded Marsh	404.56	0.01%
Estuarine Open Water	19,749.08	0.3%
Open Ocean	158,092.80	5.9%
Other	1,038,421.56	38.7%
Total	2,684,184.00	100.0%

This distribution shows that St. Lucie County is dominated by dry land (46.5 percent or 3,080,045.18 acres combined developed and undeveloped), with significant areas of swamp, cypress swamp, and inland-fresh marsh. Mangroves and regularly-flooded marsh occupy relatively small areas but provide important ecosystem services.

12.2 Near-term (2040)

The near-term planning horizon (2040) represents conditions approximately 20 years from the baseline.

12.2.1 Description

This timeframe is relevant for immediate planning and adaptation strategies, including:

- Current comprehensive planning cycles
- Infrastructure planning and investment
- Near-term conservation priorities
- Adaptation planning for existing development

This planning horizon is most relevant for current decision-makers and represents changes that may occur within their tenure or professional careers.

12.2.2 SLR Values

The sea level rise values for 2040 vary by scenario:

- NOAA Intermediate Low (NIL): 3.9 inches
  - This represents a rate of 0.20 inches/year from 2020
  - Approximately 2.2 times the historic rate of 0.09 inches/year

- NOAA Intermediate High (NIH): 9.1 inches
  - This represents a rate of 0.45 inches/year from 2020
  - Approximately 5.0 times the historic rate of 0.09 inches/year

These values represent a significant acceleration from historic rates but are within the range of current observations in some locations.

The 2040 timeframe aligns with typical comprehensive planning cycles (15-20 years) and infrastructure planning horizons. Decisions made today about infrastructure investments, land use planning, and conservation priorities will be directly affected by the sea level rise projected for this period.

12.2.3 Projected Changes

By 2040, the model projects relatively minor changes in habitat distribution under both sea level rise scenarios (**Table 12-2**, **Figure 12-3**, and **Figure 12-4**):

Table 12-2. Relative differences between projected NIL and NIH conditions in 2040 - No Protection

Habitat Type	NIL No Protection Change (%)	NIH No Protection Change (%)	Difference
Developed Dry Land	-0.01%	-0.02%	0.01%
Undeveloped Dry Land	-0.01%	-0.01%	0.00%
Swamp	-0.05%	-0.03%	-0.02%
Cypress Swamp	0.00%	0.00%	0.00%
Mangrove	+0.24%	-14.35%	14.59%
Inland-Fresh Marsh	0.00%	0.00%	0.00%
Regularly- Flooded Marsh	-9.16%	-28.12%	18.96%
Estuarine Open Water	+23.93%	+79.55%	56.62%

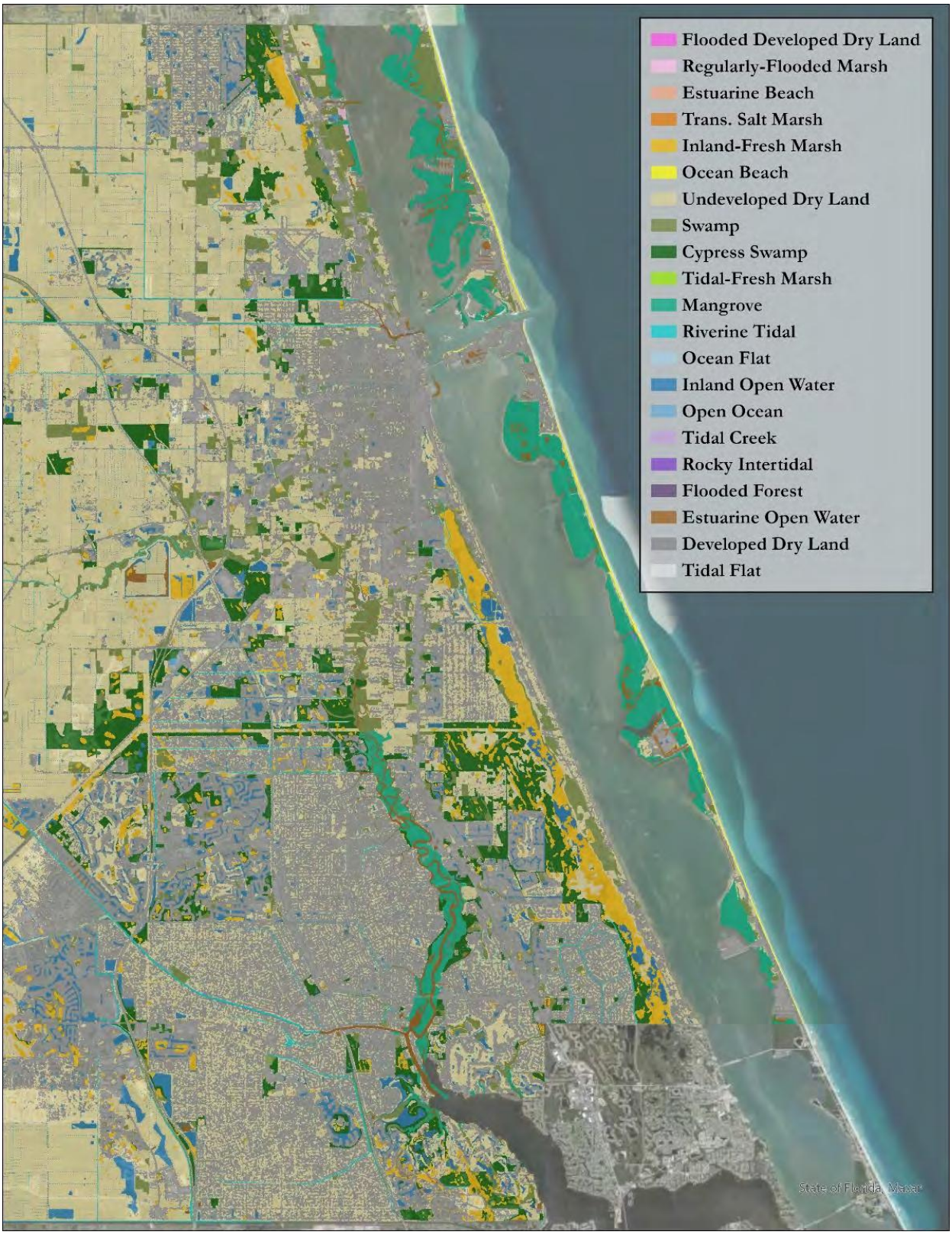


Figure 12-3. St Lucie County 2040 SLAMM habitat change results – NOAA Intermediate Low

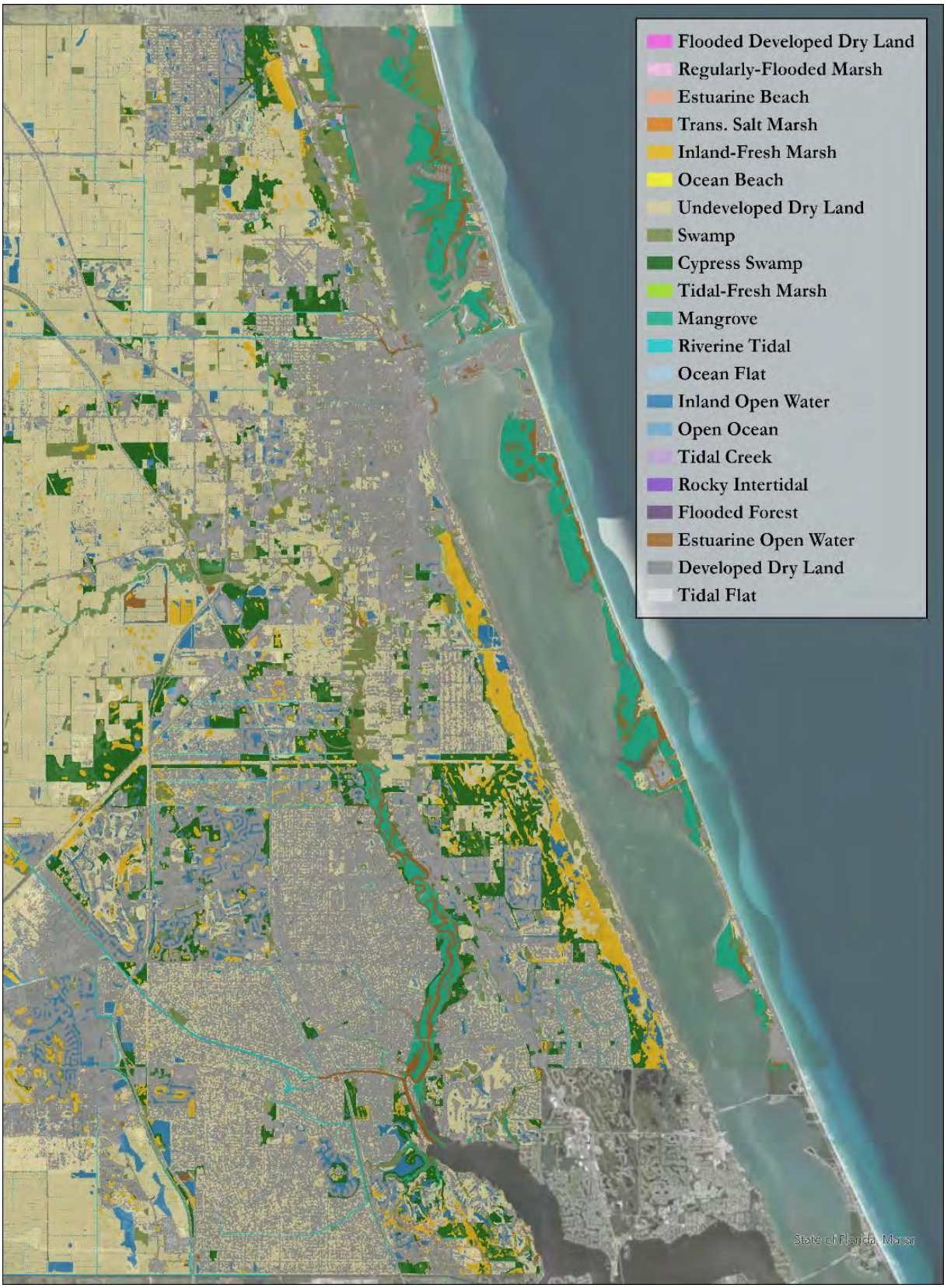


Figure 12-4. St. Lucie County 2040 SLAMM habitat change results - NOAA Intermediate High

These changes show that by 2040:

- Dry land shows minimal impacts under both scenarios
- Mangroves show slight increase under NIL (24%) but moderate loss (14.4%) under NIH
- Regularly- flooded marsh shows moderate loss under NIL (9.16%) and significant loss (28.1%) under NIH
- Estuarine open water shows significant increase under both scenarios, with a much larger increase under NIH.

The relatively minor changes by 2040 suggest that there is time to implement monitoring, planning, and conservation measures before more significant impacts occur. However, the differences between scenarios highlight the importance of monitoring actual sea level rise trends to determine which trajectory is unfolding.

12.2.4 Key Characteristics

The near-term (2040) planning horizon under both scenarios (NIL and NIH) shows several distinctive patterns:

- Minor to moderate habitat changes
  - Initial signs of habitat transitions
  - Beginning of wetland losses
  - Early expansion of estuarine open water
- Beginning of wetland transitions
  - Slight mangrove increase under NIL scenario
  - 14.4% mangrove loss under NIH Scenario
  - 28.1% regularly-flooded marsh loss under NIH Scenario
- Limited dry land impacts
  - Minimal loss of developed and undeveloped dry land
  - Impacts primarily limited to lowest-lying areas
  - Protection strategies highly effective
- Initial carbon emission increases
  - Beginning of release of carbon into atmosphere from wetland loss
  - Similar level of emissions across scenarios and protection strategies

12.2.5 Protection Strategy Effectiveness

By 2040, protection strategies show minimal differences in outcomes compared to the No Protection scenario, as shown in **Table 12-3**.

Table 12-3. Relative differences between projected NIL and NIH conditions in 2040 - Protection Strategy Comparisons

Habitat Type	NIL Protect All Dry Land	NIL Protect Developed Dry Land	NIH Protect All Dry Land	NIH Protect Developed Dry Land
Developed Dry Land	0.00%	0.00%	0.00%	0.00%
Undeveloped Dry Land	0.00%	-0.01%	0.00%	-0.01%
Mangrove	+0.22%	+0.24%	-14.45%	-14.35%
Regularly-Flooded Marsh	-9.16%	-9.16%	-28.12%	-28.12%
Estuarine Open Water	+23.93%	+23.93%	+79.55%	+79.55%

These results show that by 2040:

- Protection strategies effectively preserve dry land, though impacts are minimal even under No Protection
- Protection strategies have negligible effect on wetland habitats
- The differences between protection strategies are minimal at this timeframe

The minimal differences between protection strategies by 2040 suggest that near-term management decisions should focus on monitoring, planning, and conservation rather than major protection infrastructure. This provides time to develop and implement more targeted adaptation strategies based on observed trends.

12.3 Mid-term (2070)

12.3.1 Description

The mid-term planning horizon represents conditions approximately 50 years from the baseline. This timeframe is relevant for infrastructure planning and long-term adaptation strategies, including:

- Long-term infrastructure planning
- Building and facility lifespans
- Mortgage and financing timeframes
- Generational planning

This planning horizon is relevant for long-term investments and represents changes that may occur within the lifetime of current young adults (**Figure 12-5** and **Figure 12-6**).

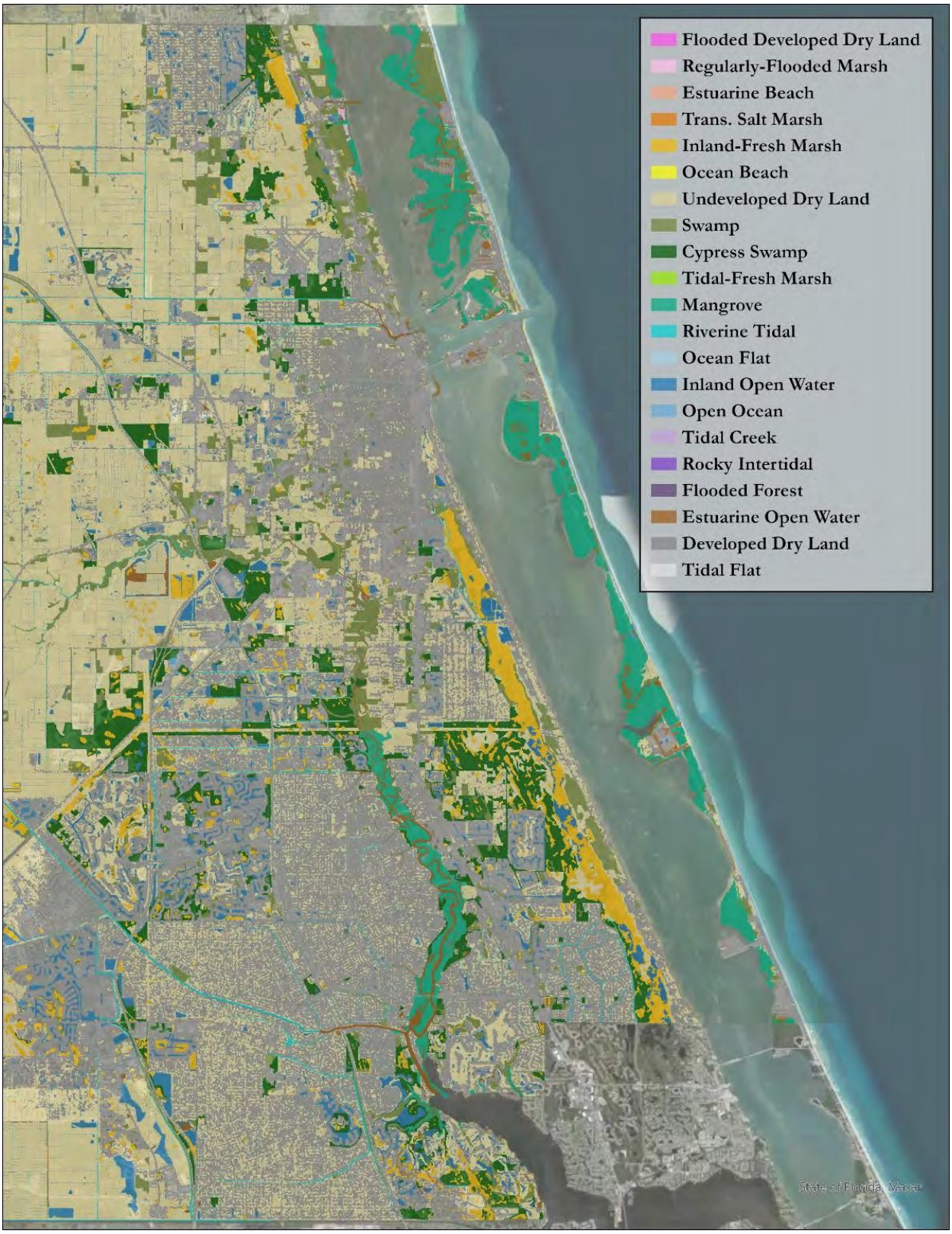


Figure 12-5. St. Lucie County 2070 SLAMM habitat change results – NOAA Intermediate Low

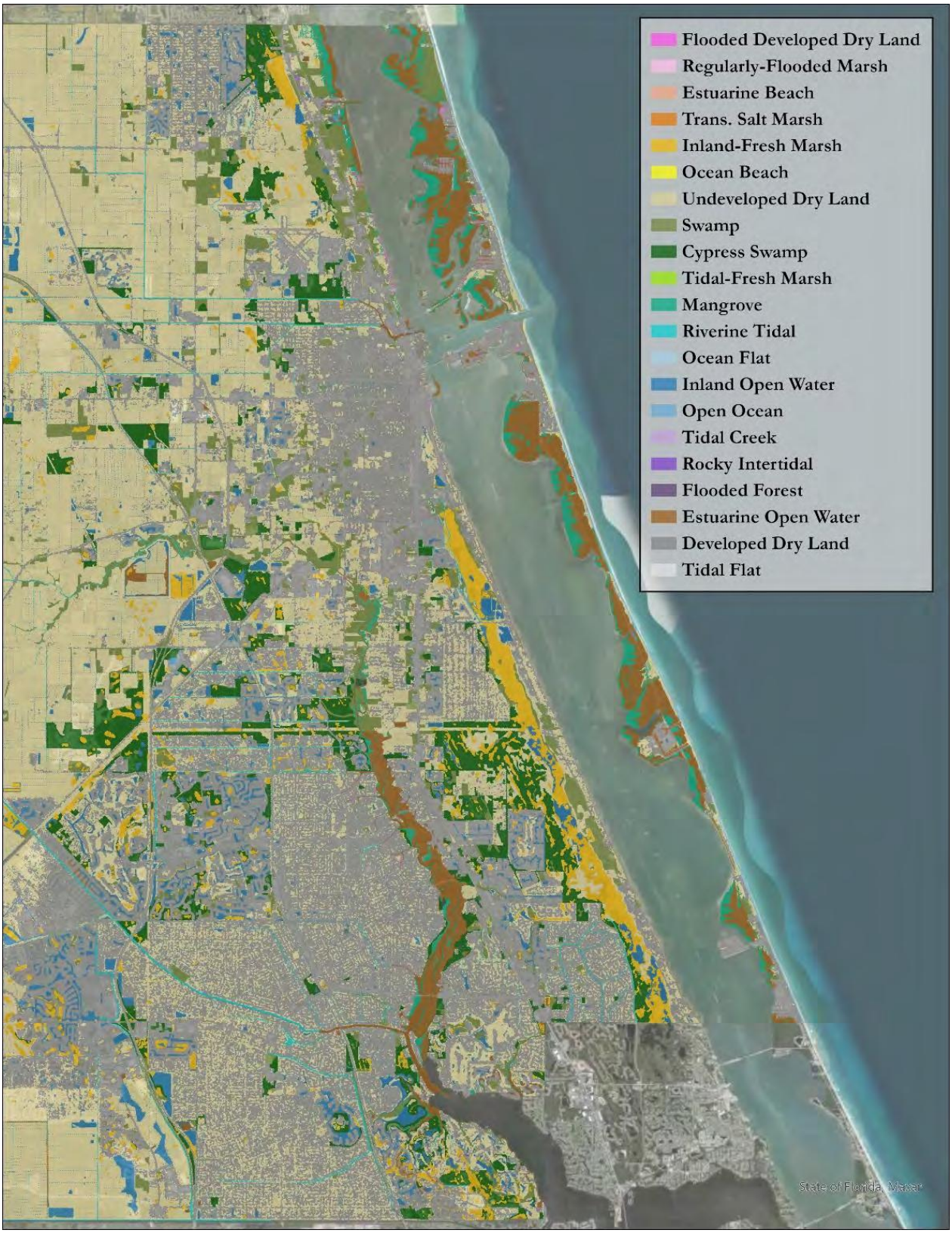


Figure 12-6. St. Lucie County 2070 SLAMM habitat change results – NOAA Intermediate High

12.3.2 SLR Values

The sea level rise values for 2070 vary significantly by scenario:

- NOAA Intermediate Low (NIL): 10.6 inches
  - This represents a rate of 0.09 inches/year from 2040
  - Approximately 2.5 times the historic rate of 0.09 inches/year
- NOAA Intermediate High (NIH): 31.5 inches
  - This represents a rate of 0.75 inches/year from 2040
  - Approximately 8.2 times the historic rate of 2.32 mm/year

These values represent a substantial difference between scenarios, with the NIH Scenario showing nearly twice the sea level rise of the NIL scenario.

Many infrastructure investments made today (roads, bridges, water/sewer systems, buildings) have design lifespans of 50+ years, meaning they will still be in service in 2070. The sea level rise projected for this period should be considered in current infrastructure design and investment decisions.

12.3.3 Projected Changes

By 2070, the model projects more significant changes in habitat distribution, with substantial differences between sea level rise scenarios (**Table 12-4**).

Table 12-4. Relative differences between projected NIL and NIH conditions in 2070 - No Protection

Habitat Type	NIL No Protection Change (%)	NIH No Protection Change (%)	Difference
Developed Dry Land	-0.02%	-0.13%	0.11%
Undeveloped Dry Land	-0.01%	-0.07%	0.06%
Swamp	-0.06%	-1.40%	1.34%
Cypress Swamp	0.00%	-0.18%	0.18%
Mangrove	-0.07%	-61.89%	61.82%
Inland-Fresh Marsh	0.00%	-0.05%	0.05%
Regularly-Flooded Marsh	-22.23%	-83.70%	61.47%
Estuarine Open Water	+30.00%	+276.14%	246.14%

These changes show that by 2070:

- Mangroves show minimal loss under NIL (0.07%) but severe loss (61.89%) under NIH
- Regularly-flooded marsh shows moderate loss under NIL (22.23%) and severe loss (83.7%) under NIH
- Estuarine open water shows moderate increase under NIL (30%) and dramatic increase (276.1%) under NIH.

The dramatic differences between scenarios by 2070 highlight the importance of the sea level rise trajectory in determining mid-term outcomes. Under the NIH Scenario, significant adaptation measures would be needed by this time, while under the NIL scenario, impacts remain relatively moderate and are almost identical to NIH 2040 projections.

12.3.4 Key Characteristics

The mid-term (2070) planning horizon shows several distinctive patterns:

- Moderate to significant habitat changes
  - Accelerating habitat transitions
  - Moderate wetland losses under NIL scenario
  - Significant wetland losses under NIH Scenario
- Accelerating wetland transitions
  - 22.23% regularly-flooded marsh loss under NIL scenario
  - 0.07% mangrove loss under NIL scenario
  - 61.82% mangrove loss under NIH Scenario
  - 83.70% regularly-flooded marsh loss under NIH Scenario
- Beginning of dry land impacts
  - Minor loss of developed and undeveloped dry land
  - Impacts expanding beyond lowest-lying areas
  - Protection strategies still highly effective
- Significant carbon emission increases
  - Substantial carbon emissions from wetland loss

By 2070, the two sea level rise scenarios show dramatically different outcomes, particularly for vulnerable habitats like mangroves and regularly-flooded marshes. The NIH Scenario shows losses by 2070 that are similar to or greater than what the NIL scenario shows by 2100, highlighting the importance of both the magnitude and timing of sea level rise.

12.3.5 Protection Strategy Effectiveness

By 2070, protection strategies show more noticeable differences in outcomes compared to the No Protection scenario (**Table 12-5**):

Table 12-5. Relative differences between projected NIL and NIH conditions in 2070 - Protection Strategy Comparison

Habitat Type	NIL Protect All Dry Land	NIL Protect Developed Dry Land	NIH Protect All Dry Land	NIH Protect Developed Dry Land
Developed Dry Land	0.00%	0.00%	0.00%	0.00%
Undeveloped Dry Land	0.00%	-0.01%	-0.01%	-0.07%
Mangrove	-0.14%	-0.07%	-64.12%	-61.89%
Regularly-Flooded Marsh	-22.23%	-22.22%	-83.70%	-83.70%
Estuarine Open Water	+30.00%	+30.00%	+276.14%	+276.14%

These results show that by 2070:

- Protection strategies effectively preserve dry land, though impacts remain relatively minor even under No Protection
- Protection strategies have minimal effect on wetland habitats, with Protect All Dry Land showing slightly worse outcomes for mangroves due to coastal squeeze
- The differences between protection strategies remain relatively minor at this timeframe

By 2070, the sea level rise scenario becomes the dominant factor determining outcomes, with protection strategies having relatively minor effects.

12.4 Long-term (2100)

12.4.1 Description

The long-term planning horizon (2100) represents conditions approximately 80 years from the baseline. This timeframe is relevant for long-range planning and understanding the full potential impacts of sea level rise, including:

- Long-term community visioning
- Major infrastructure investments
- Intergenerational equity considerations
- Understanding potential end-of-century conditions

This planning horizon is relevant for understanding the legacy of current decisions and represents changes that may occur within the lifetime of children born today.

12.4.2 SLR Values

The sea level rise values for 2100 vary dramatically by scenario (**Figure 12-7** and **Figure 12-8**):

- NOAA Intermediate Low (NIL): 17.3 inches
  - This represents a rate of 0.22 inches/year from 2070
  - Approximately 2.5 times the historic rate of 0.09 inches/year
- NOAA Intermediate High (NIH): 64.2 inches
  - This represents a rate of 1.09 inches/year from 2070
  - Approximately 11.9 times the historic rate of 0.09 inches/year

These values represent a substantial difference between scenarios, with the NIH Scenario showing 73% more sea level rise than the NIL scenario.

The 2100 timeframe represents conditions that will be experienced by future generations. Decisions made today about protection strategies and land use will determine the coastal conditions inherited by these future generations, raising important questions about intergenerational equity and responsibility.

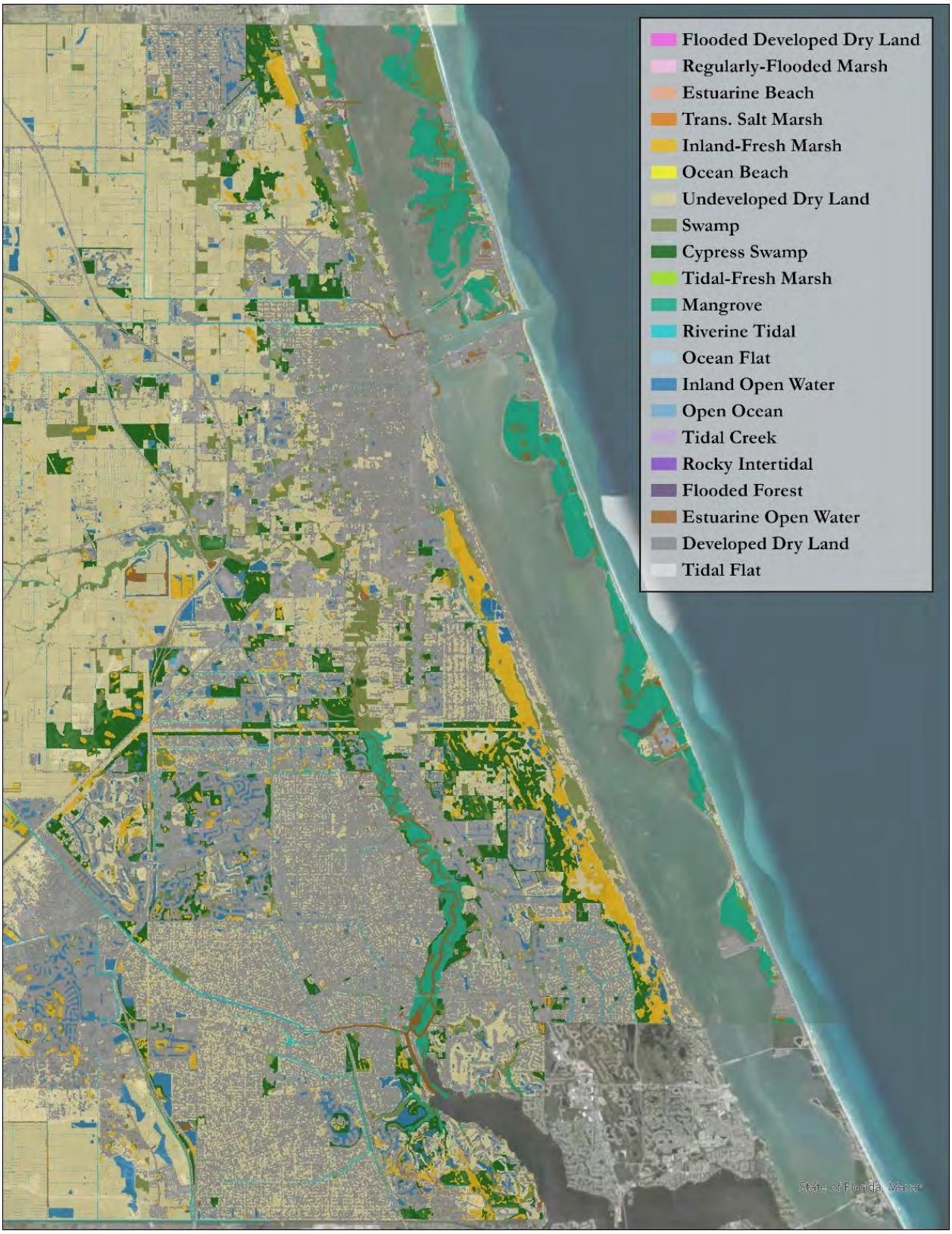


Figure 12-7. St. Lucie County 2100 SLAMM habitat change results - NOAA Intermediate Low

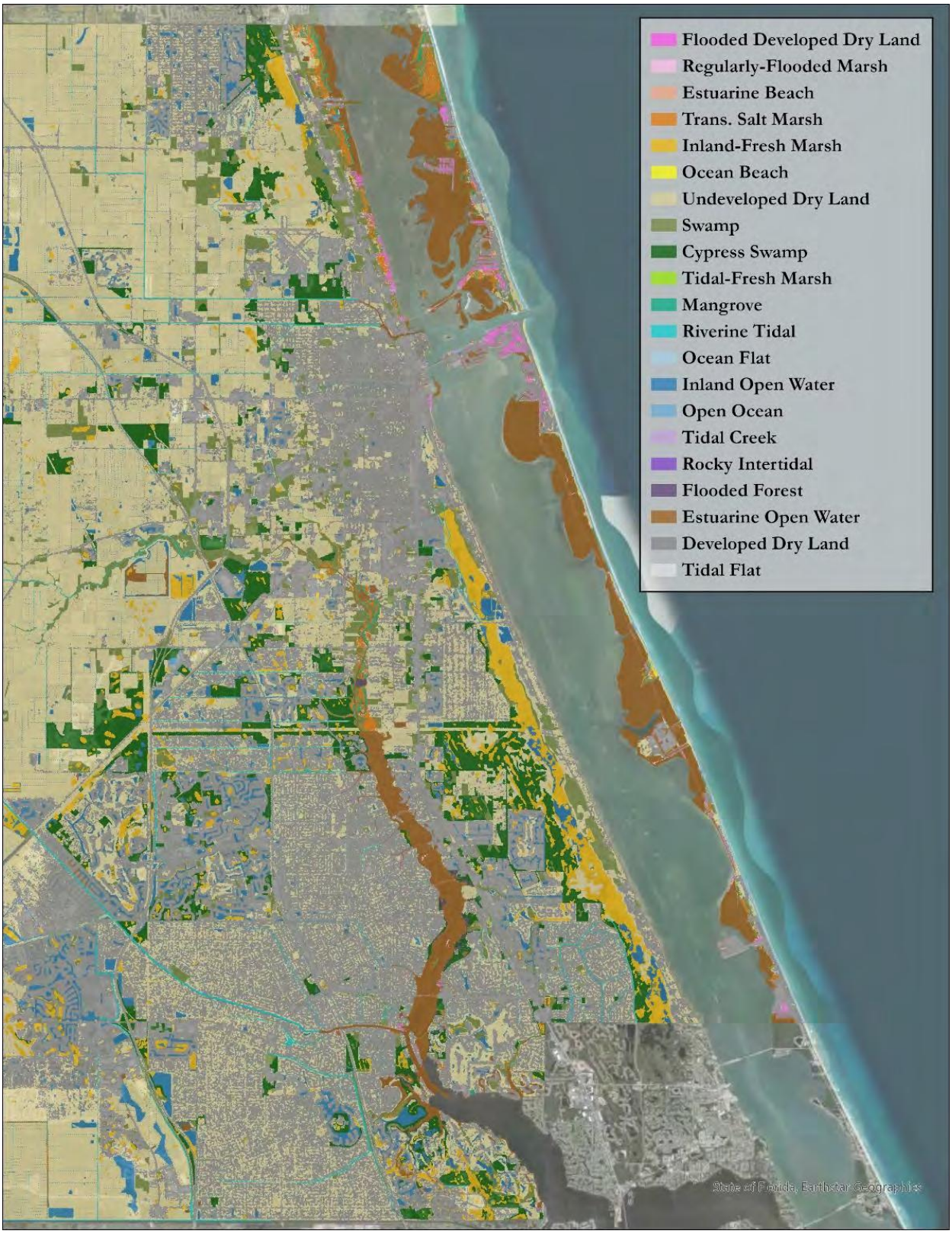


Figure 12-8. St. Lucie County 2100 SLAMM habitat changes results -NOAA Intermediate High

12.4.3 Projected Changes

By 2100, the model projects major changes in habitat distribution, with dramatic differences between sea level rise scenarios (**Table 12-6**).

Table 12-6. Relative differences between projected NIL and NIH conditions in 2100 – No Protection

Habitat Type	NIL No Protection Change (%)	NIH No Protection Change (%)	Difference
Developed Dry Land	-0.04%	-0.67%	0.63%
Undeveloped Dry Land	-0.02%	-0.27%	0.25%
Swamp	-0.27%	-5.70%	5.43%
Cypress Swamp	-0.01%	-0.77%	0.76%
Mangrove	0.20%	-94.29%	94.49%
Inland-Fresh Marsh	0.00%	-0.14%	0.14%
Regularly-Flooded Marsh	-32.80%	-48.79%	15.99%
Estuarine Open Water	+33.30%	+398.28%	364.98%

These changes show that by 2100:

- Dry land shows minimal impacts under NIL (0.02% to 0.04%) and more significant losses under NIH (0.27% to 0.67%).
- Mangroves show slight increase under NIL (0.20%) but catastrophic loss (94.3%) under NIH.
- Regularly-flooded marsh shows significant loss under both scenarios (NIL: 32.8% / NIH: 48.8%).
- Estuarine open water shows moderate increase under NIL (33.3%) and dramatic increase (398.3%) under NIH.

The extreme differences between scenarios by 2100 highlight the critical importance of the sea level rise trajectory in determining long-term outcomes. The NIH Scenario would require transformative adaptation approaches, while the NIL scenario would still require significant adaptation but may be manageable with more conventional approaches.

12.4.4 Key Characteristics

The long-term (2100) planning horizon shows several distinctive patterns:

- Major habitat changes
  - Extensive habitat transitions
  - Moderate wetland losses under NIL scenario
  - Severe wetland losses under NIH Scenario
- Significant wetland losses
  - 32.8% regularly-flooded marsh loss under NIL scenario
  - Slight mangrove gain under NIL
  - 94.3% mangrove loss under NIH Scenario
  - 48.8% regularly-flooded marsh loss under NIH scenario

- Moderate dry land impacts (depending on protection)
  - Noticeable loss of developed and undeveloped dry land under No Protection
  - Minimal impacts under protection scenarios
  - Protection strategies remain effective but with increasing challenges
- Maximum net carbon emission increases
  - Maximum atmospheric carbon released due to wetland loss
  - Greater under NIH Scenario

The progression from near-term (2040) to long-term (2100) shows an acceleration of impacts, with relatively minor changes by 2040, moderate to significant changes by 2070, and major changes by 2100. This progression highlights the importance of both immediate adaptation actions and long-term planning to address the full range of potential impacts.

12.4.5 Protection Strategy Effectiveness

By 2100, protection strategies show more noticeable differences in outcomes compared to the No Protection scenario (**Table 12-7**).

Table 12-7. Relative differences between projected NIL and NIH conditions 2100 - Protection Strategy Comparison

Habitat Type	NIL No Protection	NIL Protect All Dry Land	NIL Protect Developed Dry Land	NIH No Protection	NIH Protect All Dry Land	NIH Protect Developed Dry Land
Developed Dry Land	-0.04%	0.00%	0.00%	-0.67%	0.00%	0.00%
Undeveloped Dry Land	-0.02%	0.00%	-0.02%	-0.27%	-0.01%	-0.27%
Mangrove	+0.20%	-0.20%	+0.20%	-94.29%	-96.05%	-94.29%
Regularly-Flooded Marsh	-32.80%	-32.80%	-32.80%	-48.79%	-50.96%	-48.79%
Estuarine Open Water	+33.30%	+33.30%	+33.30%	+398.28%	+396.08%	+398.28%

These results show that by 2100:

- Protection strategies effectively preserve dry land, though impacts remain relatively minor even under No Protection
- Protection strategies have minimal effect on wetland habitats, with Protect All Dry Land showing worse outcomes for mangroves due to coastal squeeze
- The differences between protection strategies remain relatively minor compared to the differences between sea level rise scenarios

By 2100, the sea level rise scenario is clearly the dominant factor determining outcomes, with protection strategies having relatively minor effects. Local adaptation strategies should focus on accommodating habitat migration and managing the transition to new ecosystem configurations.

13.0 CROSS-SCENARIO COMPARISONS

13.1 Impact of Sea Level Rise Scenario

13.1.1 Habitat Loss Comparison

Table 13-1 compares habitat losses between the NIL and NIH scenarios under No Protection scenario.

Table 13-1. Generalized rate of habitat loss without protection within modeling

Habitat Type	NIH No Protection (%)	NIL No Protection (%)	Difference (%)
Developed Dry Land	-0.67%	-0.04%	0.63%
Undeveloped Dry Land	-0.27%	-0.02%	0.25%
Swamp	-5.70%	-0.27%	5.43%
Cypress Swamp	-0.77%	-0.01%	0.76%
Mangrove	-94.29%	+0.20%	94.49%
Regularly-Flooded Marsh	-48.79%	-32.80%	15.99%
Estuarine Open Water	398.28%	33.30%	364.98%

The NIH Scenario causes significantly more habitat conversion than the NIL scenario, with the most dramatic differences in mangroves (94.49% more loss) and estuarine open water (364.98% more increase). On average, the NIH Scenario causes approximately 5-6 times more habitat conversion than the NIL scenario. The dramatic differences between scenarios highlight the importance of sea level rise trajectory in determining habitat outcomes. The 1.19m difference in sea level rise by 2100 (1.63m vs. 0.44m) results in approximately 10-12 times more habitat conversion. This suggests that global emissions reductions that result in lower sea level rise could significantly reduce habitat impacts.

13.1.2 Timing of Impacts

Table 13-2 shows the timing of mangrove loss under both scenarios.

Table 13-2. Rate and time line of significant mangrove losses

Year	NIL Scenario Mangrove Loss (%)	NIH Scenario Mangrove Loss (%)
2040	+0.24%	-14.35%
2070	-0.07%	-61.89%
2100	+0.20%	-94.29%

Under the NIL scenario, major impacts are delayed until 2100, while under the NIH Scenario, significant impacts occur by 2070. This difference in timing has important implications for adaptation planning, as it affects the urgency of adaptation measures. The timing differences between scenarios have important implications for adaptation planning. Under the NIL scenario, there would be more time to implement adaptation measures than under the NIH Scenario, where significant adaptation measures would be needed by 2070. This highlights the importance of monitoring sea level rise trends and adjusting adaptation timelines accordingly.

13.2 Impact of Protection Strategy

13.2.1 Developed Dry Land Preservation

Table 13-3 compares the preservation of developed dry land across the three protection strategies.

Table 13-3. Preservation rates of developed dry lands across protection strategies

Protection Strategy	NIL Scenario (acres)	NIH Scenario (acres)	Preservation (%)
No Protection	682,237.74	677,793.43	99.33% / 99.96%
Protect All Dry Land	682,391.17	682,391.17	100.00% / 100.00%
Protect Developed Dry Land	682,391.17	682,391.17	100.00% / 100.00%

All protection strategies effectively preserve developed dry land, with 100% preservation under both protection strategies and minimal loss (less than 0.7%) under No Protection. This suggests that protection strategies may not be necessary for preserving developed dry land in St. Lucie County, as most developed areas are already above projected inundation levels.

The high preservation rates for developed dry land even under the No Protection scenario (99.96% under NIL scenario; 99.33% under NIH Scenario) suggest that most developed areas in St. Lucie County are already above projected inundation levels. This raises questions about the necessity and cost-effectiveness of extensive protection measures, especially given their minimal or slightly negative effects on wetland preservation.

13.2.2 Undeveloped Dry Land Preservation

Table 13-4 compares the preservation of undeveloped dry land across all three protection strategies.

Table 13-4. Preservation rates of undeveloped dry lands across protection strategies

Protection Strategy	NIL Scenario (acres)	NIH Scenario (acres)	Preservation (%)
No Protection	2,397,381.32	2,391,298.1	99.73% / 99.98%
Protect All Dry Land	2,397,627.93	2,397,132.95	99.98% / 100.00%
Protect Developed Dry Land	2,397,381.32	2,391,299.78	99.73% / 99.98%

Protection strategies have minimal effect on undeveloped dry land preservation, with all strategies preserving at least 99.73% (2,397,381.32 acres) of the initial area. This suggests that protection strategies may not be necessary for preserving undeveloped dry land in St. Lucie County, as most undeveloped areas are already above projected inundation levels.

The high preservation rates for both developed and undeveloped dry land across all protection strategies suggest that St. Lucie County has relatively high topography compared to other coastal areas. This topographic context is important for interpreting the results and considering their applicability to other regions, which may have different topographic profiles and therefore different vulnerability patterns.

13.2.3 Wetland Preservation

Table 13-5 compares the preservation of mangroves across all three protection strategies.

Table 13-5. Preservation rates of mangrove habitats across protection strategies

Protection Strategy	NIL Scenario Mangrove (acres)	NIH Scenario Mangrove (acres)	Preservation (%)
No Protection	69,110.08	3,938.26	5.41% / 100.20%
Protect All Dry Land	68,875.8	2,727.96	3.95% / 99.82%
Protect Developed Dry Land	69,110.08	3,938.39	5.71% / 100.20%

Protection strategies have minimal effect on wetland preservation, with similar loss rates across all strategies. In fact, the Protect All Dry Land strategy shows slightly worse outcomes for mangroves than the No Protection strategy, suggesting that comprehensive protection may have unintended negative consequences for wetlands.

The slightly worse outcomes for mangroves under the Protect All Dry Land strategy compared to the No Protection strategy provide evidence for the “coastal squeeze” effect. When sea levels rise and protection structures prevent wetlands from migrating inland, they can become trapped between rising water and fixed barriers, resulting in greater wetland loss than would occur under natural conditions.

14.0 SLAMM STUDY CONCLUSION AND RECOMMENDATIONS

Like many communities in Florida, St. Lucie County faces significant challenges from a rapidly growing population, loss of green space, and increasing flood risks. Recent record rainfall events from Hurricanes Ian (2022) and Milton (2024) have highlighted vulnerabilities to flooding throughout much of St. Lucie County. This has prompted calls for more integrated stormwater management, wetlands protection, and low-impact development practices, all of which provide opportunities to build greater resilience.

The modeling results and analyses developed in this report are intended to help St. Lucie County better understand some of the challenges it faces, while at the same time helping the community and decision-makers identify key opportunities for moving forward toward a more resilient future.

14.1 Sea Level Rise and Land Cover Change

Results from the Sea Level Affecting Marshes Model (SLAMM) under moderate to high sea-level rise projection scenarios show the potential for extensive wetland change within the coastal areas of St. Lucie County and conversion of freshwater ecosystems within the St. Lucie River into estuarine conditions through the year 2070. However, projected trend-based land cover change patterns associated with expected population growth, as previously modeled by University of Florida researchers (Carr and Zwick 2016), show much more extensive impacts than even the highest modeled rate of sea level rise on freshwater wetlands and other natural ecosystems across St. Lucie County through 2070.

Sea-level rise is already a clear factor in increasing the compound flood risks from storm surges and extreme rainfall events in coastal St. Lucie County. While it is not clear if sea-level rise is already contributing to increasing flood risk along the St. Lucie River in St. Lucie County, high rates of sea-level rise would be expected to increase water levels within the St. Lucie River, causing increased flood risk in low-lying riverine areas across western and southern St. Lucie County over the next several decades.

14.2 Florida Natural Areas Inventory

St. Lucie County contains large areas of protected conservation areas and privately held undeveloped lands that provide important ecosystem services, including provisioning of critical wildlife habitat, water quality protection, groundwater recharge, and floodwater storage. As St. Lucie County continues to grow and develop, strategic protection and maintenance of priority green space areas will be required in order to maintain these ecosystem services. A complex, multi-layered approach involving fee simple land acquisitions, conservation easements, regulatory conservation, forestry and agricultural land use incentives, and low impact development approaches would almost certainly be required to meet aggressive land conversation targets.

Utilizing the results of the SLAMM projections along with the FNAI CLIP, SFWMD landcover, and Florida conservation lands data, the project team developed a preliminary assessment of parcels within St. Lucie County that may have the potential to maintain ecological biodiversity, preserve essential wetland and terrestrial ecosystems, and support in flood storage, groundwater recharge, and surface water protection. This assessment specifically reviewed parcels that contained priority 1 and 2 critical

lands and waters identified by FNAI; had a natural ecosystem land cover classification such as wetland, upland forests; and non- forested uplands, and were connected to or in relative proximity to already conserved land areas. The result of this method identified 581 potential conservation parcels that were 10 acres or greater in size. The coastal portion of St. Lucie County already possesses a significant area of conserved land, however, based on SLAMM projections coastal ecosystems such as mangroves and tidal marshes, which are essential habitats and provide natural protection from storm surge, are at significant risk of being lost as a result coastal squeeze. The western portion St. Lucie County possesses the greater area of land that is unaffected by future habitat change based on the SLAMM projections, therefore conservation in these areas may be essential in order to maintain freshwater ecosystems within St. Lucie County (**Figure 14-1**).

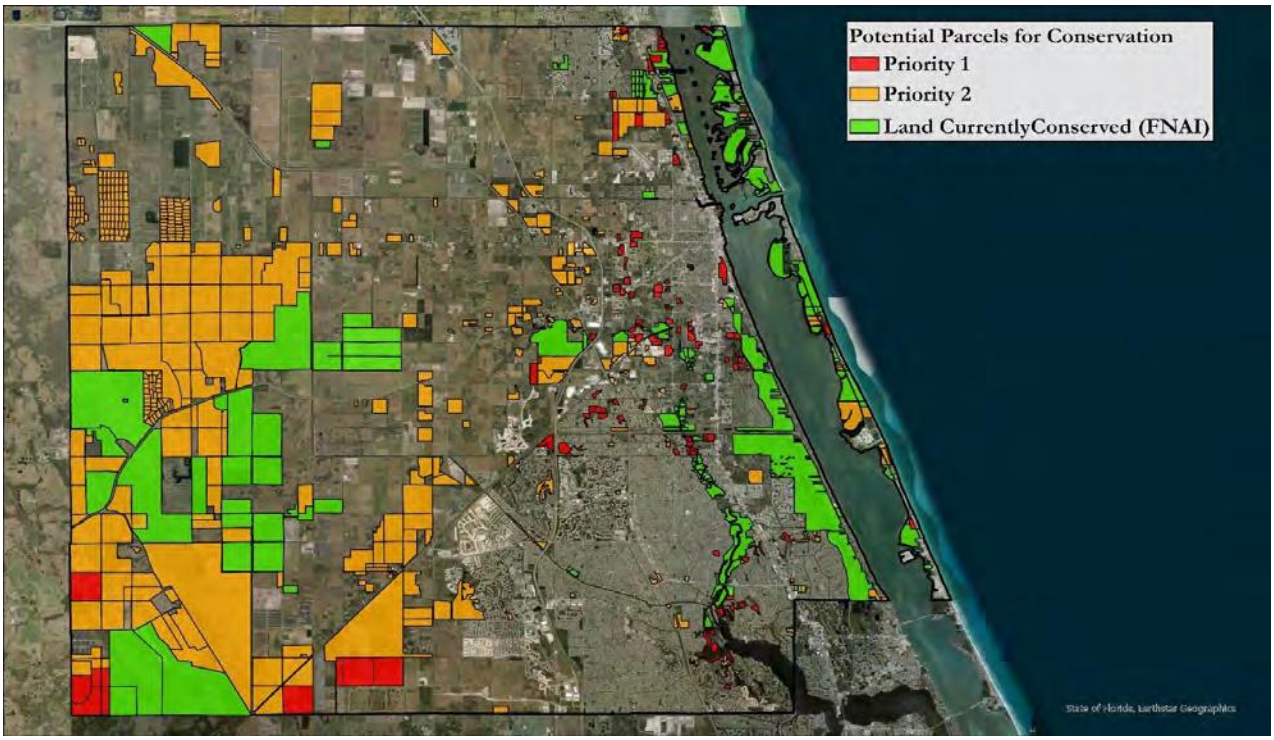


Figure 14-1. Potential Conservation Lands Based on FNAI CLIP Data

The analysis of St. Lucie County's coastal ecosystems reveals a complex interplay of vulnerability and resilience. While rising seas and changing climate patterns pose significant risks, many of the county's natural systems retain the potential to adapt, if given adequate space and support.

The key to enhancing long-term resilience lies in:

1. Decisive action in the present
2. Flexibility to adapt strategies as conditions evolve

A Note about Recommendations:

The following pages provide recommendations for short-term, medium-term and long-term planning strategies. Recommendations should be considered 'as practicable' and independently evaluated to ensure compliance with state and federal law, as applicable, at the time of implementation.

14.3 Short-term (2040) Priorities

The next 20 years represent a critical window for monitoring, planning, and conservation to establish a strong foundation for long-term adaptation. The short-term priorities lay the foundation for long-term adaptation. In this timeframe, monitoring and research are critical for understanding local environmental processes and establishing baseline conditions. Planning and conservation efforts should prioritize no-regrets actions - strategies that provide benefits under all scenarios, regardless of future conditions.

14.3.1 Monitoring

- Establish baseline monitoring for key habitats for continued observation, i.e. wetlands and mangroves:
  - Mangrove loss starts under NIL (+0.24), while NIH (-14.35%) sees a slight increase.
  - Regularly-flooded marsh declines more significantly under NIH (-9.16%) compared to NIL (-8.1%)
- Develop early warning indicators for habitat transitions, such as tidal gauges and elevation benchmarks in estuarine transition zones:
  - Estuarine open water begins to expand (+23.9% under NIL, +79.5% under NIH).
- Monitor accretion rates in wetland areas by installing surface elevation tables.
- Track changes in water quality and salinity.
- Implement storm impact monitoring to assess compound flooding effects.
- Implement policy overlays and integrate SLAMM data in permitting where practicable:
  - Establish "SLAMM-informed" setback zones for new development in flood- prone areas.
  - Limit impervious surface expansions in habitat transition zones.
  - Prioritize permitting incentives for low-impact development (LID).
  - Require site-scale SLAMM overlays in environmental impact assessments.

14.3.2 Planning

- Develop long-term adaptation strategies.
- Identify critical areas for protection.
- Incorporate sea level rise projections into land use planning.
- Update building codes and infrastructure standards.
- Integrate compound flooding risk into emergency management plans.

14.3.3 Conservation

- Protect critical mangrove and marsh habitats.
- Enhance sediment delivery to wetlands.
- Restore degraded wetlands.
- Create buffer zones around vulnerable habitats.

- Implement species-specific conservation strategies for vulnerable mangroves and threatened or endangered species.

14.3.4 Research

- Improve understanding of habitat migration patterns.
- Study accretion rates and sediment dynamics.
- Develop better carbon sequestration estimates.
- Evaluate effectiveness of adaptation strategies.
- Research compound flooding mechanisms and mitigation approaches.

14.4 Medium-term (2070) Priorities

The next 50 years will require active adaptation, restoration, and infrastructure improvements to manage the accelerating impacts of sea level rise and land use change. The timing of medium-term priorities will depend on the sea level rise scenario that unfolds. Under the NIH Scenario, these actions should be implemented sooner (by 2050-2060) to address accelerating impacts. In contrast, the NIL scenario allows for a more gradual approach. Continuous monitoring of actual sea level rise trends will be essential to determine the optimal implementation timeline.

14.4.1 Key Findings and Supporting Actions

- Under the NIL Scenario 0.07% of mangroves were lost while in the NIH Scenario 61.89% of mangroves were lost.
- Under the NIL Scenario 22.23% of regularly-flooded marsh was lost while in the NIH Scenario 83.70% of regularly-flooded marsh was lost.
- Estuarine open water increases significantly under the NIH Scenario (+276.14%) compared to the NIL Scenario (+30.00%).
- Notable conversion of freshwater systems and saltwater intrusion into swamp begins.

14.4.2 Strategic Land Acquisition for Migration

- Acquire key undeveloped upland parcels in marsh and mangrove transition zones.
- Focus acquisitions on the North Fork St. Lucie River and Indian River Lagoon Corridors.

14.4.3 Advance Restoration of Floodplain and Marsh Systems

- Reconnect historic floodplains through culvert and berm removal.
- Begin trial restorations of brackish transition zones to improve resilience.

14.4.4 Scale Up Use of Conservation Easements

- Prioritize landowner outreach in medium-priority SLAMM vulnerability areas.
- Partner with agricultural interests in southwestern St. Lucie to preserve recharge zones.

14.4.5 Upgrade Stormwater Infrastructure for Dual Threats

- Begin design of hybrid gray-green systems considering compound flooding risks.
- Retrofit systems in low-gradient inland areas where flooding and saltwater intrusion may overlap.

14.4.6 Reform Comprehensive Planning Policy

- Amend comprehensive plans to include long term SLAMM and FNAI data layers.
- Require 2070 scenario overlays in all infrastructure funding requests.

14.5 Long-term (2100) Priorities

The long-term priorities emphasize transformative approaches to address the significant changes projected by 2100, under both scenarios. These strategies require a fundamental shift from preserving current conditions to actively managing change and emerging ecosystems. To ensure a smooth transition, early planning should begin in the short- and medium-terms.

14.5.1 Key Findings and Supporting Actions

- Under NIL scenario an increase in mangroves 0.02% while under the NIH scenario 94.3% mangrove loss, NIL 32.80% marsh loss and NIH 48.8% marsh loss.
- Under NIL scenario a 33.00% increase in estuarine open water and under NIH scenario a significant increase in estuarine open water, 398.28%.
- Major carbon released into atmospheric due to wetland loss (33.1 million kg CO_2e).
- Undeveloped lands face minimal inundation, but ecological transformation is substantial.

14.5.2 Develop Managed Retreat Framework

- Plan for the potential relocation or retreat from low-lying coastal developments, recognizing both flood exposure and the shifting boundaries of sensitive ecosystems as sea level rise progresses.
- Identify trigger points for asset relocation based on SLAMM projections, incorporating not just flood risk thresholds (e.g., frequency of inundation) but also ecological indicators such as the migration of critical habitats (e.g., wetlands, mangroves) and movement wildlife species into new areas.
- Consider that as areas become increasingly inundated or "swampy", certain sensitive built assets (e.g., infrastructure, cultural sites) may face greater risk and merit proactive relocation - while at the same time, these emerging wetland areas may provide important habitat for species adapting to new conditions.

14.5.3 Strengthen Support for Wetland Conservation with Resilience Co-Benefits

- Prioritize the protection and restoration of wetlands that provide multiple benefits, including flood attenuation, habitat for wildlife, and long-term carbon storage potential.

- Explore voluntary and incentive-based programs that recognize the hazard mitigation value of wetland preservation, while keeping the focus on flood resilience and ecosystem health as primary drivers for action.

14.5.4 Create Coastal Habitat Transition Reserve Network

- Designate and maintain upland buffers for wetland migration via acquisition and zoning.
- Focus on the "coastal squeeze" particularly adjacent to areas that are highly developed and migration space is limited.

14.5.5 Enhance Freshwater System Resilience

- Implement major hydrologic modifications to maintain freshwater inputs in high- priority systems.
- Introduce salinity barriers or adaptive culverts in estuarine-freshwater interfaces.

14.5.6 Invest in Adaptive Infrastructure for End-of-Century Conditions

- Support floating infrastructure, elevated development design standards, and tidal- resistant roads in high-risk areas.

14.6 Framework for Taking Action

This report offers both analysis and a practical framework for action. Through continuous monitoring and adaptive management, St. Lucie County can ensure that both its natural and human communities thrive in the face of future projected hazards.

In creating a conservation approach for resilience, three areas of focus are important throughout the process:

Policy and Planning:

- Conduct a Future Land Use Review to identify areas at highest risk and assess opportunities for conservation, redevelopment, and infrastructure adaptation.
- Strengthen policy and land development codes as practicable to incorporate adaptation and resilience measures that benefit the community as a whole.
- Update and align local, state, and federal policies to streamline funding and regulatory approvals.

Strategic Collaboration and Resource Allocation:

- Foster cross-sector partnerships among government agencies, private landowners, conservation groups, and local businesses to align resources and initiatives.
- Expand participation in state and federal grant programs that support conservation and adaptation efforts.
- Develop public-private funding models for resilient infrastructure and green spaces that benefit both environmental sustainability and economic growth.

Implementation of Nature-Based and Infrastructure Solutions:

- Invest in nature-based solutions, such as wetland restoration / augmentation, enhanced green stormwater infrastructure, and living shorelines, to enhance flood protection and ecosystem health.
- Enhance resilient infrastructure, including elevated roadways, enhanced stormwater management systems, and flood-resistant public buildings.
- Develop long-term monitoring and adaptation strategies to track environmental changes and adjust policies accordingly.

14.6.1 A Three Phase Approach to Tackling Priorities

Phase 1 - First Five Years: Building a Strong Foundation

The first phase focuses on immediate actions that establish a solid base for long-term resilience:

1. Prioritize Green Infrastructure – Use nature-based approaches as the first line of defense against flooding and climate impacts.
2. Enhance Habitat Connectivity – Protect and link natural lands to support wildlife migration and ecosystem adaptation.

Key Actions:

- Strengthen what works – Protect the county's healthiest mangrove and marsh systems.
- Test new approaches – Launch pilot living shoreline projects in vulnerable areas.
- Secure future options – Identify and protect key habitat migration corridors.
- Learn and adapt – Implement robust monitoring programs to track ecosystem responses.

Phase 2 – The Next Decade: Scaling Solutions

With a strong foundation in place, the next phase expands and enhances resilience measures:

- Heal and restore – Revitalize degraded wetlands to improve flood protection.
- Work with nature – Integrate natural solutions into existing infrastructure.
- Plan ahead – Develop flexible easement programs for at-risk areas.
- Think regionally – Coordinate with neighboring communities on sediment and shoreline management.

Phase 3 - Long-Term Vision: Transformative Resilience

To ensure lasting resilience, long-term planning must prioritize adaptability and innovation:

- Support natural adaptation – Help ecosystems migrate as environmental conditions shift.
- Reimagine infrastructure – Design built environments to work with, rather than against, natural processes.
- Preserve vital ecosystem services – Maintain clean water, storm protection, and biodiversity benefits.
- Build partnerships – Strengthen cross-jurisdictional collaboration to enhance regional resilience.

The data and technology available today provide unprecedented insights into how coastal systems respond to change. However, information alone is not enough; we must act on it.

This report offers both analysis and a practical framework for action. Through continuous monitoring and adaptive management, St. Lucie County can ensure that both its natural and human communities thrive in the face of future projected hazards.

Immediate Policy and Planning Adjustments

- Conduct a Future Land Use Review to identify areas at highest risk and assess opportunities for conservation, redevelopment, and infrastructure adaptation.
- Strengthen zoning and development regulations to incorporate climate adaptation and resilience measures.
- Update and align local, state, and federal policies to streamline funding and regulatory approvals.

Strategic Collaboration and Resource Allocation

- Foster cross-sector partnerships among government agencies, private landowners, conservation groups, and local businesses to align resources and initiatives.
- Expand participation in state and federal grant programs that support conservation and climate adaptation efforts.
- Develop public-private funding models for resilient infrastructure and green spaces that benefit both environmental sustainability and economic growth.

Implementation of Nature-Based and Infrastructure Solutions

- Invest in nature-based solutions, such as wetland restoration, green stormwater infrastructure, and living shorelines, to enhance flood protection and ecosystem health.
- Enhance climate-resilient infrastructure, including elevated roadways, stormwater management systems, and flood-resistant public buildings.
- Develop long-term monitoring and adaptation strategies to track environmental changes and adjust policies accordingly.

The cost of inaction far exceeds the investment needed for resilience. Without proactive measures, the county faces significant risks, including:

- Increased infrastructure damage due to flooding and extreme weather events.
- Loss of critical natural resources that provide storm protection, water filtration, and habitat preservation.
- Economic disruptions affecting property values, tourism, agriculture, and local businesses.
- Greater financial strain on county budgets due to disaster response and recovery expenses.

By taking thoughtful steps now, St. Lucie County can safeguard its communities, ecosystems, and economy for future generations. A resilient future requires sustained commitment and collaboration from all sectors. The investment in protecting and enhancing natural infrastructure today will help ensure St. Lucie County remains a vibrant, climate-resilient community for generations to come.

14.7 Recommendations for Future Assessments

Further studies could strengthen decision-making and resilience planning in St. Lucie County, including:

1. **Submerged Aquatic Vegetation Analysis (SAV) –** St. Lucie County's estuarine and coastal systems contain extensive SAV resources that provide essential ecosystem services. A dedicated SAV assessment would be implemented into the SLAMM analysis to provide valuable insights for restoration planning and coastal resource management.

2. **Future Land Use Review –** To build a comprehensive and data-driven approach to land conservation and resilience in St. Lucie County, a Future Land Use Review will provide St Lucie County with a powerful tool for prioritizing conservation efforts, optimizing land use planning, and achieving balanced environmental and economic goals.

3. **Storm Impact Analysis** – Evaluate the effects of Hurricane Ian (2022), Hurricane Milton (2024) and similar storms specifically on coastal habitats.

4. **Compound Flooding Analysis** – Assess risks where storm surge combines with heavy rainfall with both hydraulic and hydrologic considerations.

5. **Mangrove Migration Modeling** - Incorporate existing knowledge of species-specific mangrove responses to water levels (red mangroves preferring inundation, black mangroves requiring less water for pneumatophore exposure, and white mangroves favoring salt-tolerant upland positions) to create more detailed spatial projections of mangrove community composition changes under sea level rise scenarios which is conceptually captured within the results of this assessment. This would enhance habitat management planning by identifying areas where specific species interventions might be most effective.

6. **Enhanced Tide Gauge Analysis** – Utilize detailed tide gauge data from Virigina Key and other nearby tide and water level gauges.

7. **Expanded Management Recommendations** – Provide refined adaptation strategies based on risk and timeframe.

8. **Improved Visualizations** – Enhance graphical representations of key findings.

9. **Technical Appendix Expansion** – Include more details on data processing, methodology, and model limitations.

10. **Additional References** – Expand the literature base supporting analysis and recommendations.

14.7.1 Modeling Submerged Aquatic Vegetation Analysis

The SAV module of the SLAMM model was not included in this assessment due to scope constraints and data limitations. However, given the importance of submerged aquatic vegetation to water quality, habitat stability, and coastal resilience, we strongly recommend incorporating this module in future analyses. This will provide critical insights into the impact of sea level rise on SAV and support conservation and restoration efforts across St. Lucie County's estuarine ecosystems.

To model SAV distribution, the module requires spatial datasets that define current SAV locations and surrounding water conditions. These include data such as:

- Existing SAV Distribution – High-resolution GIS layers (e.g., NOAA Coastal Change Analysis Program (C-CAP), Florida Fish and Wildlife Conservation Commission (FWC), or Florida Natural Areas Inventory (FNAI)).
- Bathymetric Data – Elevation of the seafloor and nearshore bathymetry (e.g., NOAA Coastal Bathymetry, USGS Digital Elevation Models (DEMs)).
- Light Availability (PAR – Photosynthetically Active Radiation) – Determines SAV growth potential (NASA MODIS, NOAA Coastal Monitoring).
- Turbidity & Water Quality – Suspended sediment and nutrient levels affecting light penetration (USGS, Florida DEP, local water quality monitoring programs).
- Salinity Gradients – Changes in freshwater inputs and estuarine conditions (USGS streamflow data, NOAA estuarine salinity datasets).
- Wave Energy & Erosion – Determines SAV stability and potential loss areas (NOAA WaveWatch III, local hydrodynamic models).

By integrating these additional analyses, St. Lucie County can better prepare for long-term environmental changes, improve resilience, and prioritize conservation efforts that protect both natural ecosystems and human communities.

SAV persistence depends on the ability of different species to tolerate changing conditions, including variations in sediment type, water quality (e.g., turbidity, nutrient levels, dissolved oxygen), salinity, light availability, and depth. Some of the data that can enhance SAV assessments include:

- Sediment Type & Stability – Sandy vs. muddy substrates influence SAV rooting and resilience (USGS Coastal Sediment Surveys, NOAA Seafloor Mapping).
- Species-Specific Growth Tolerances – Each SAV species has different tolerance thresholds for depth, salinity, and light availability (local seagrass monitoring studies, NOAA Seagrass Watch).
- Coastal Land Use & Human Impact Data – Urbanization, shoreline hardening, and boat traffic impact SAV survival (Florida DEP Coastal Land Cover Data, USGS National Land Cover Database).

The SAV module in SLAMM requires an integrated approach, combining spatial, environmental, hydrodynamic, and datasets where available to simulate how submerged aquatic vegetation responds to sea level rise. By incorporating high-resolution GIS layers, water quality data, and ecosystem monitoring records, this module provides a detailed projection of SAV vulnerability and

guides conservation and restoration planning for coastal resilience. The SAV module of the SLAMM model was not included in this assessment due to scope constraints and data limitations. However, given the importance of submerged aquatic vegetation to water quality, habitat stability, and coastal resilience, we strongly recommend incorporating this module in future analyses. This will provide critical insights into the impact of sea level rise on SAV and support conservation and restoration efforts across St. Lucie County's estuarine ecosystems.

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ecosystem monitoring records, this module provides a detailed projection of SAV vulnerability and guides conservation and restoration planning for coastal resilience.

14.7.2 Future Land Use Review

Key goals of a Future Land Use Review include:

- Identify vulnerable areas most at risk to hazard projections such as sea level rise, flooding, and habitat loss, in conjunction with asset vulnerability assessments to maximize capital improvement program investments.
- Prioritize conservation and protection efforts for lands that provide critical ecosystem services, natural flood mitigation, and serve nearby critical and regionally significant assets
- Determine areas suitable for resilient development and infrastructure upgrades utilizing SLAMM modeling, asset vulnerability assessment results, future land use analyses and other types of data with conservation prioritization tools like the Marxan Model (https://marxansolutions.org/what-is-marxan).
- Align land use planning with state and federal funding opportunities to maximize financial and environmental benefits.

Through proactive planning, strategic investment, and community engagement, St. Lucie County can transform challenges into opportunities, ensuring a sustainable and resilient future for all residents. The following information provides an overview of the Future Land Use (**Figure 14-2**) within St Lucie County for preliminary targeting of areas that may benefit from strategic conservation focused land acquisition programs.

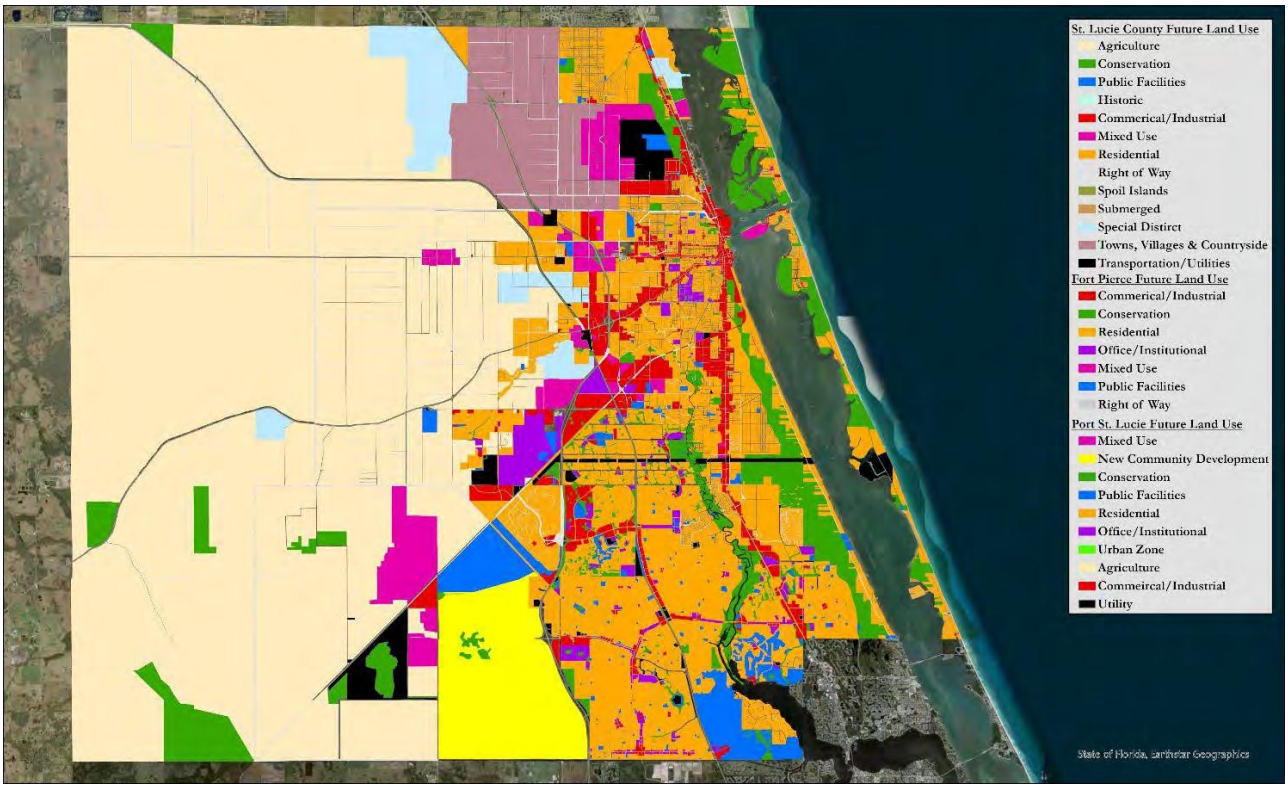

Figure 14-2. Future Land Use of St Lucie County

To build a comprehensive and data-driven approach to land conservation and resilience in St. Lucie County, incorporating Marxan into a Future Land Use Review can provide St Lucie County with a powerful tool for prioritizing conservation efforts, optimizing land use planning, and achieving balanced environmental and economic goals.

Originally designed for marine spatial planning, Marxan has evolved into one of the most widely used systematic conservation planning tools across the globe. It enables decision- makers to:

- Identify optimal conservation areas while balancing cost-effectiveness and land-use priorities.
- Consider multiple land use scenarios and trade-offs between development, conservation, and infrastructure planning.
- Address ecological connectivity, ensuring that protected areas support biodiversity and ecosystem services over time.
- Incorporate uncertainty and risk factors, helping planners adapt to flood-related hazards and other environmental stressors.

Marxan's flexibility makes it a powerful tool for guiding St. Lucie County's conservation planning efforts, ensuring resilient landscapes that can withstand natural hazard events while supporting economic sustainability. Marxan can be used to support St. Lucie County's Future Land Use Review by:

1. Identifying High-Priority Conservation Lands:
    - Using Marxan's spatial optimization algorithms, planners can identify critical areas for land conservation based on biodiversity, flood mitigation, and ecosystem services.
    - The model helps target undeveloped lands that provide natural flood protection, ensuring coastal resilience.
    - Conservation priorities can be aligned with funding opportunities, including state and federal land acquisition programs.
2. Optimizing Development and Infrastructure Planning:
    - Marxan can analyze how urban expansion, transportation corridors, and utility infrastructure interact with natural systems.
    - It helps balance land use demands, ensuring that development does not compromise ecosystem functions.
    - The tool can assess alternative land-use scenarios to support smart growth strategies.
3. Enhancing Connectivity Between Natural Areas:
    - Maintaining ecological corridors is crucial for wildlife movement, water flow, and landscape resilience.
    - Marxan can identify key linkages between protected areas, helping avoid fragmentation of natural habitats.
4. Incorporating Community and Stakeholder Input:

- The model enables scenario planning, allowing stakeholders to visualize trade-offs between conservation and development.
- By integrating local knowledge with scientific modeling, planners can ensure that conservation decisions reflect community priorities.

By incorporating Marxan into St. Lucie County's Future Land Use Review, decision-makers can take a science-based approach to conservation and growth management.

- Resilience can be strengthened by prioritizing high-value conservation lands and coastal adaptation measures.
- Sustainable growth can be achieved through balanced land-use planning.
- Cost-effective solutions can be identified, ensuring that investments in conservation yield long-term economic and environmental benefits.

15.0 TECHNICAL APPENDIX

15.1 Project Workflow

The Sea Level Affecting Marshes Model (SLAMM) analysis for St. Lucie County followed a structured workflow to ensure transparency, reproducibility, and accuracy. The key steps are outlined below:

1. Data Preparation

- Convert input datasets to ASCII grid format for compatibility with SLAMM.
- Ensure all spatial data maintains consistent projection and resolution to prevent misalignment.
- Conduct quality control checks on input datasets to validate completeness and accuracy.

2. Model Configuration

- Define model parameters, including tidal ranges, sedimentation rates, and other parameterized factors.
- Configure sea level rise (SLR) scenarios, incorporating projections from NOAA and other sources.
- Establish protection scenarios, differentiating between natural adaptation, managed retreat, and engineered interventions.

3. Model Execution

- Run SLAMM for each SLR scenario and protection strategy to simulate long-term marsh and wetland changes.
- Generate output CSV files containing habitat transition results and projected landscape shifts.
- Perform output validation, comparing results against historical trends and ground-truthing data where available.

4. Data Analysis

- Extract key metrics from SLAMM output CSV files for further processing.
- Calculate habitat changes, including net loss/gain percentages for each wetland type.
- Generate summary tables and visualizations to illustrate projected ecosystem transitions.

5. Reporting

- Compile results into comprehensive reports detailing findings and implications.
- Develop scenario-specific summaries to highlight the expected outcomes under different SLR trajectories.
- Provide management recommendations based on modeled results, emphasizing adaptation strategies for local decision-makers.

15.2 Data Limitations

While rigorous quality control measures were applied, certain limitations inherent to the input data and modeling approach should be acknowledged:

1. Land Cover Classification: Potential classification errors in the input datasets may affect habitat change projections.
2. Temporal Resolution: The analysis is limited to discrete time steps (2020, 2040, 2070, and 2100), which may not capture dynamic, year-to-year variations.
3. Protection Scenarios: The representation of protection strategies is simplified and does not account for future policy changes or evolving adaptation measures.

To ensure data reliability, multiple quality control and assurance validation methods were applied, including:

- In-depth staff review to identify and correct potential issues.
- Comparisons with historical data to validate classification accuracy.
- Model calibration to refine assumptions where possible.

Any issues identified during the modeling process were addressed before finalizing the results in this report.

15.3 Modeling & Analysis Limitations

In addition to data constraints, several modeling limitations should be considered when interpreting results:

1. Land Cover Classification: Errors in land cover classification can impact habitat transition projections.
2. Temporal Resolution: The model operates on specific years (2020, 2040, 2070, 2100), limiting its ability to capture continuous change.
3. Protection Scenarios: The model assumes simplified protection strategies that do not fully account for future engineering innovations or policy changes.
4. Species-Specific Data: The analysis lacks species-specific responses to sea level rise, limiting biodiversity impact assessments.
5. Elevation Data Accuracy: The model relies on 10-meter cell size elevation data, which is appropriate for large-scale planning but may require higher-resolution data for site-specific applications.
6. Accretion Assumptions: The model applies constant accretion rates, which may not fully reflect local field conditions or recent sedimentation trends.
7. Habitat Grouping: Certain habitat types are simplified into broader categories, potentially masking localized ecological responses.
8. Spatial Analysis: The analysis focuses on large-scale trends, with limited fine-scale spatial analysis in this report.

9. Uncertainty Analysis: The report does not include a full uncertainty analysis, meaning that error margins around projections are not explicitly quantified.
10. Submerged Aquatic Vegetation (SAV): The SAV module was not run, so potential impacts on submerged habitats are not assessed.
11. Simplified Processes: Some complex ecological and hydrodynamic interactions are simplified to align with model constraints.
12. Spatial Resolution: The 10m resolution may omit small-scale features and microhabitats, limiting the detection of finer ecological changes.

These limitations should be carefully considered when applying the results of this analysis. While the findings provide valuable insights into potential sea level rise impacts, they should be viewed as projections based on current data and assumptions, rather than precise predictions. To address these limitations, an adaptive management approach is recommended—allowing policies and decisions to evolve as new data and improved methodologies become available. Future studies incorporating higher-resolution data, improved uncertainty analyses, and site-specific validations will enhance the accuracy and applicability of SLAMM-based projections.

16.0 RVA-OH RECOMMENDATIONS

The overarching objectives of this RVA revolve around the comprehensive acquisition of data and the evaluation of threats posed by hazards. The results of this analysis will inform the formulation of the St. Lucie Regional Resilience Plan (RRP). The RVA is based on an analysis that revealed potential County and municipal susceptibilities to the adverse impacts of hazards. The hazards considered include coastal erosion, drought, extreme heat, inland flooding, storm surge, wind, wildfire and sea level rise (see Part II: SLAMM Analysis). Present day and future hazard scenarios were layered on maps containing County and municipal assets to determine each asset's relative risk. This was followed by identifying specific characteristics of the assets and the predicted impacts to determine vulnerability levels to the hazards.

The following items, organized by hazard, are offered for consideration to enhance the overall understanding of hazard-related risks and inform future planning efforts for the County and municipalities. In each case it should be noted that steps taken to facilitate private and commercial resilience activities will benefit the local government socially and economically.

Part I: Multi-Hazard Vulnerability Assessment Recommendations

All Hazards

- Create an updated user-defined general building stock and critical facilities dataset using up-to-date parcels, footprints, elevations, and values from the RSMeans Data (cost data software) inventory.
- Use updated and current demographic data.
- Using assessor data, include updated occupancy class attributes in general building stock and critical facilities.
- Develop construction ready plans for priority adaptation projects and ensure they are incorporated into the Local Mitigation Strategy to maximize access to mitigation funding.
- Update the essential employee list for emergency preparation and response activities and conduct preparedness training for government employees to maximize the workforce available to respond to and prepare for both pre- and post-disaster.
- Ensure that an employee team of the appropriate size and composition is trained and up to date on disaster response expense tracking to maintain eligibility for reimbursements.
- Develop an on-line library of disaster preparedness and recovery resources that is broadly advertised and available to the public, underscoring that each one of us plays a part in community resilience.

Coastal Erosion

- Ensure that dynamic shoreline management planning continues.
- Prioritize nature-based solutions (e.g., dune restoration, living shorelines) over hard infrastructure where feasible.

- Link engineered beach designs to MSL or other relative datum and not a fixed elevation such as NAVD to incorporate sea level changes into beach construction templates.
- Investigate the use of structures (groins) to reduce and/or control erosion rates.
- Expand coastal monitoring programs to track erosion hotspots and sediment transport patterns, especially in areas identified as medium-high risk by FDEP.
- Establish rolling easements or conservation buffers in erosion-prone areas to allow for natural shoreline migration and reduce long-term infrastructure exposure.
- Continue coordination with FDEP and local municipalities to prioritize beach nourishment projects in areas with critical infrastructure or evacuation routes that may be at risk by 2070.
- Continue to collect localized coastal erosion data for St. Lucie County beaches and use it to model future erosion rates. Data for the northern mile of the County's Fort Pierce project was not available within the USGS datasets used in this RVA, and local data is essential to fill this gap and support targeted planning and mitigation.

Drought

- Incorporate drought early warning into existing hazard mitigation plans by tracking the weekly updates on the US Drought Monitor website and longer term forecasts on the National Drought Mitigation Center website. Identify clear triggers for remedial actions and communicate those actions to the public.
- Determine percentage of water use by sector to identify key target customers for water reduction strategies and to prioritize water use categories, e.g. essential, socially and economically important, non-essential.
- Develop a countywide adaptive water management strategy that includes drought contingency planning, water reuse, and aquifer recharge initiatives.
- Promote drought-tolerant landscaping and agricultural practices through incentives and technical assistance, especially in high-risk agricultural zones.
- Expand public education campaigns on water conservation and drought preparedness, targeting both residential and commercial users
- Incentivize the use of low-flow appliances such as showers, faucets, toilets, washing machines, and promote water catchment devices like rain barrels and cisterns for irrigation.
- Integrate drought risk into land use planning by discouraging high-water-demand development in areas with limited water supply resilience.

Extreme Heat

- Track extreme temperature data for injuries, deaths, shelter needs, agricultural losses, and other impacts to determine distributions of most at-risk areas.
- Use and explore future land development data from the County and municipalities through a qualitative analysis.
- Use best available hazard data as it becomes available.

- Establish a Heat Resilience Task Force to coordinate cross-sectoral responses, including public health, emergency management, and urban planning.
- Prioritize tree canopy expansion and green infrastructure in urban heat islands, especially in Fort Pierce and Port St. Lucie where exposure is highest.
- Ensure that critical public services are equipped to function during power outages that may accompany extreme heat events – including public buildings that may be needed as cooling centers.
- Retrofit public housing and critical facilities with energy-efficient cooling systems and passive design features to reduce heat stress, possibly using renewable energy sources that would be available during power outages.
- Expand parks, increase tree coverage, install splash pads and pools to provide cooling options for the public.
- Develop a countywide extreme heat early warning system and cooling center network, with targeted siting and outreach. Monitor the Heat Risk tool developed by NWS and CDC for heat impact forecasting up to a week in advance.
- Ensure facilities are well weatherized to avoid leaky building envelopes and keep HVAC systems maintained.
- Investigate energy efficiency improvements and renewable energy sources as strategies to reduce stress on the power grid during peak energy demand driven by extreme heat events.

Inland Flooding

- Maintain and update a general building stock inventory dataset with critical facility attributes regarding first floor elevation and foundation type (pier, slab on grade, etc.) to enhance loss estimates via a Hazus loss analysis.
- As more current FEMA floodplain data becomes available (i.e., Digital Flood Insurance Rate Maps), update the exposure analysis and generate a detailed flood depth grid that can be integrated into the current Hazus version.
- Conduct a Hazus loss analysis to better understand economic and social impacts from flooding in specific areas.
- Conduct a repetitive loss area analysis and layer those results with the vulnerability analysis. Consider a property acquisition program or flood-proofing subsidies for the highest repetitive losses areas.
- Review building codes periodically to identify updates in building standards that may be required to address hazards as they change and/or intensify.
- Conduct large scale public education to better inform residents of the flood risk to their neighborhood and on flood damage reduction strategies they can implement such as installing flood vents, waterproofing exterior walls, sealing foundations, flood barriers, elevating electric panels and HVAC systems. Consider an incentive program for these activities.
- Continue to expand and update urban flood areas to further inform mitigation.

- Upgrade stormwater infrastructure using future rainfall projections (e.g., 100-year, 24-hour events under 2070 conditions) to reduce system overload or system failure.
- Restore and protect inland wetlands and floodplains to enhance natural flood storage and reduce downstream impacts.
- Incorporate flood risk into zoning and building codes, especially in areas with high socio-economic vulnerability and aging infrastructure exists.
- Develop a green infrastructure master plan to integrate bioswales, rain gardens, and permeable surfaces into urban redevelopment projects.
- Encourage residents in low-lying areas to participate in structure elevation programs as they become available.
- Provide education opportunities on the benefits of well-designed landscaping as it relates to floodwater management.
- Provide public access to GIS maps that identify flooded areas in real time to reduce traffic congestion in these areas and allow recovery actions to progress unimpeded.

Storm Surge

- Maintain and update a general building stock inventory dataset with critical facility attributes regarding protection against strong winds, such as hurricane straps, to enhance loss estimates via a Hazus loss analysis.
- Update evacuation planning and sheltering strategies based on SLOSH Category 5 exposure, particularly for St. Lucie Village and Fort Pierce.
- Elevate or floodproof critical infrastructure in high-exposure zones, including emergency services, utilities, and transportation corridors.
- Implement coastal setback policies and discourage new development in areas projected to be inundated under Category 5 scenarios.
- Coordinate with FEMA and FDEM to develop and align local mitigation projects with NFIP and CRS program incentives.

Wind

- Perform additional Hazus modeling scenarios, such as the 1,000 MRP.
- A custom general building stock inventory could be developed and include attributes regarding protection against strong winds, such as hurricane straps, to enhance loss estimates.
- Establish a pre-storm preparedness protocol for inspecting infrastructure and securing or moving equipment.
- Strengthen building codes and enforcement for wind-resistant construction, especially for mobile homes and coastal high-rises.
- Ensure that a debris management plan includes pre-staging, rapid clearance, and recycling strategies to reduce post-storm recovery time and minimize impact to landfill.

- Retrofit critical facilities with wind-hardened features (e.g., impact-resistant windows, reinforced roofs) to maintain continuity of operations.
- Expand public education on wind hazard preparedness, including exterior preparation/securing loose objects, safe sheltering practices and insurance literacy.

Wildfire

- Maintain and update a general building stock inventory dataset with critical facility attributes regarding first floor elevation and foundation type (pier, slab on grade, etc.) to enhance loss estimates via a Hazus loss analysis.
- Implement a Wildland-Urban Interface (WUI) mitigation strategy that includes defensible space standards, fuel reduction, and fire-adapted landscaping.
- Enhance wildfire detection and response capacity through improved GIS mapping, remote sensing, and interagency coordination.
- Convene a wildfire preparedness stakeholder committee to create a community fire-emergency response plan and to assist with communicating the plan, along with types and timing of wildfire warnings.
- Target prevention-based outreach and support to vulnerable populations in high-risk zones, including manufactured housing communities and low-income residents.
- Integrate wildfire risk into comprehensive planning and development review processes, especially in expanding suburban areas.

Part II: SLAMM Analysis Recommendations

Short Term (2040)

- Establish baseline monitoring for wetlands and mangroves.
- Develop early warning indicators for habitat transitions.
- Integrate SLAMM data into permitting and land use decisions.
- Protect and restore critical habitats (mangroves, marshes).
- Promote low-impact development and conservation incentives.
- Conduct research on habitat migration, sediment dynamics, and compound flooding.

Medium Term (2070)

- Acquire upland parcels in marsh/mangrove transition zones.
- Restore floodplain and brackish transition zones.
- Expand use of conservation easements, especially in vulnerable areas.
- Upgrade stormwater infrastructure to address compound flooding.
- Amend comprehensive plans to include SLAMM and FNAI data layers.

Long Term (2100)

- Develop a managed retreat framework for vulnerable assets.
- Strengthen wetland conservation for flood and carbon benefits.
- Create a coastal habitat transition reserve network.
- Enhance freshwater system resilience through hydrologic modifications.
- Invest in adaptive infrastructure (e.g., floating roads, elevated buildings).

Recommendations for Future Assessments

- Conduct submerged aquatic vegetation (SAV) analysis.
- Perform compound flooding and storm impact assessments.
- Model mangrove migration and enhance tide gauge analysis.
- Expand technical documentation and visualizations.
- Use Marxan modeling for strategic land conservation planning.

17.0 REFERENCES

These references provide additional context and information on sea level rise projections, coastal adaptation planning, and the SLAMM analysis. They are recommended for readers interested in exploring these topics in more depth.

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City Commission Regular Meeting - 5:05 PM **11. P.**

Meeting Date: 02/02/2026

Re: Letter of Support for IRSC

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Letter of Support on behalf of Indian River State College in their efforts to seek funding for improvements to their Veterans Center of Excellence at the Pruitt Campus in St. Lucie West.

Attachments

Letter of Support

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

February 2, 2026

The Honorable Brian Mast
U.S. House of Representatives – Florida's 21st Dist.
2182 Rayburn House Office Building
Washington, DC 20515

Dear Congressman Mast,

On behalf of the City of Fort Pierce, we would like to provide you with this Letter of Support for Indian River State College's (IRSC) request to renovate the Veterans Center at Indian River State College (IRSC). The project will transform space at the College's Pruitt Campus creating a vibrant community asset and meeting space for veterans and the local community in Port St. Lucie.

IRSC plans to utilize the funding to modernize the auditorium, making it more functional for various community events that support veterans. The renovations include a digital lab for recording and media production, and telehealth pods for virtual medical visits to improve access to healthcare services. The College also plans to update study areas and create spaces for veterans to collaborate on business ideas and other community-focused projects. The upgrades to the Veterans Center will not only benefit the veterans who attend the College but also contribute to the overall community atmosphere in the area.

We are confident that IRSC will be a responsible steward of this funding, and that the expansion of the Veterans Center will play an essential role in the community.

Thank you for considering this request.

Sincerely,

Mayor Linda Hudson
City of Fort Pierce

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 02/02/2026

Re: Pulte-Cornerstone Master PD FLUMA

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-009 An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. SECOND READING

SUMMARY:

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.

The applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. The applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

ALTERNATIVES:

- Approval with alternative changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-009
Staff Presentation
Staff Report
Staff Report Supporting Documents
Application Supporting Documents
Public Notice Certification
Proof of Publication
CA Memo 24-455

ORDINANCE NO. 25-009

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the subject properties comprise the following two (2) parcels 2324-413-0000-000-9 and 2324-431-0001-000-2 and are generally located at or near 2721 South Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 49.917 acres of land more or less; and

WHEREAS, the subject properties are generally located at or near 2721 South Jenkins Road, are presently designated GC, General Commercial; and

WHEREAS, a map depicting the subject properties is attached as **"Exhibit A"** hereto; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject properties from GC, General Commercial to RM, Medium Density Residential; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024 meeting, voted 4 to 0 to recommend approval of the proposed Future Land Use Map Amendment for these parcels; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following properties legally described as:

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

Said properties being generally located at or near 2721 South Jenkins Road, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from GC, General Commercial, to RM, Medium Density Residential, as depicted on **Exhibit "A"**, attached hereto, and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-009 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on November 30th, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on December 15th, 2025; and was duly introduced, read by title only, and passed on second and final reading January 5th, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 6th day of January 2026.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

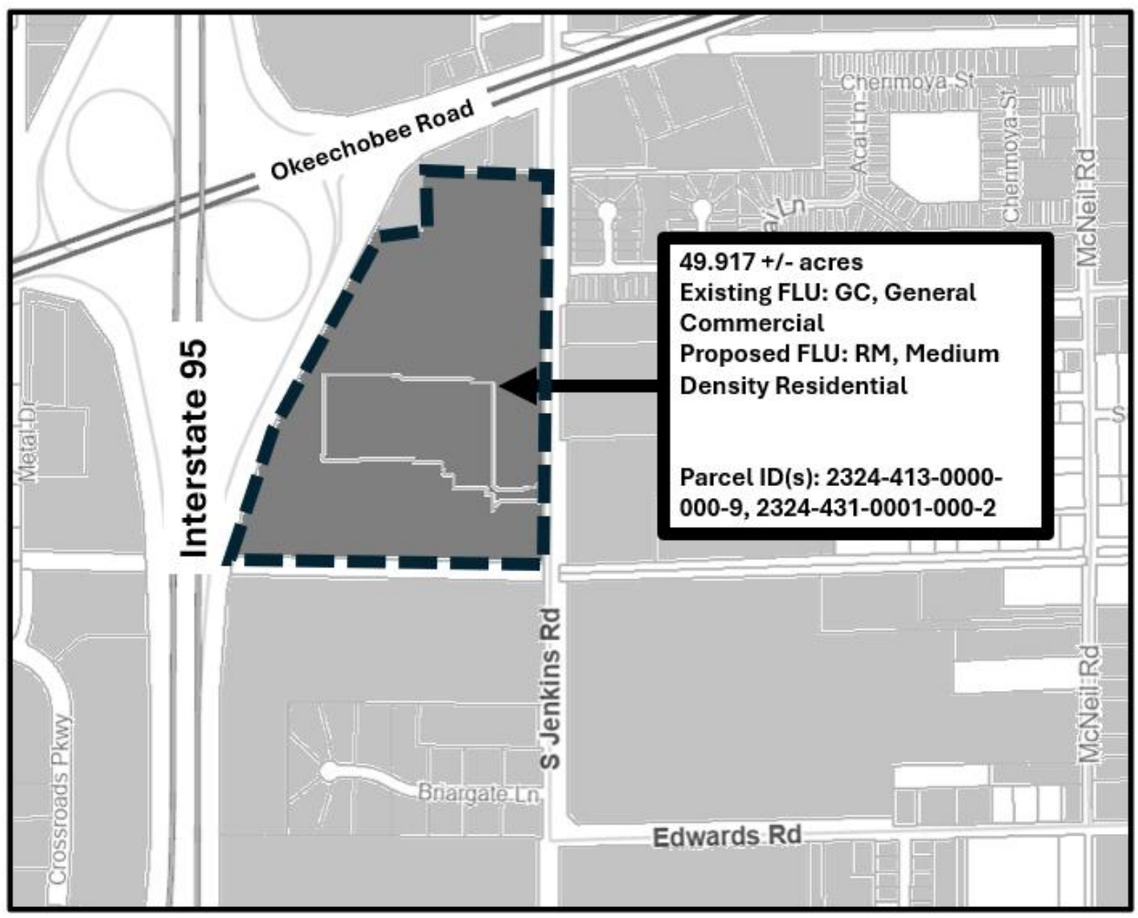
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Medium Density Residential, RM



CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 20th, 2026

Pulte-Cornerstone – FLUMA

2721 S Jenkins Road

(2324-413-0000-000-9, 2324-431-0001-000-2)

APPLICANT

Aimee Carlson, Pulte Homes

REPRESENTATIVE

Leslie Olson, District Planning Group

PARCEL ID #(S):

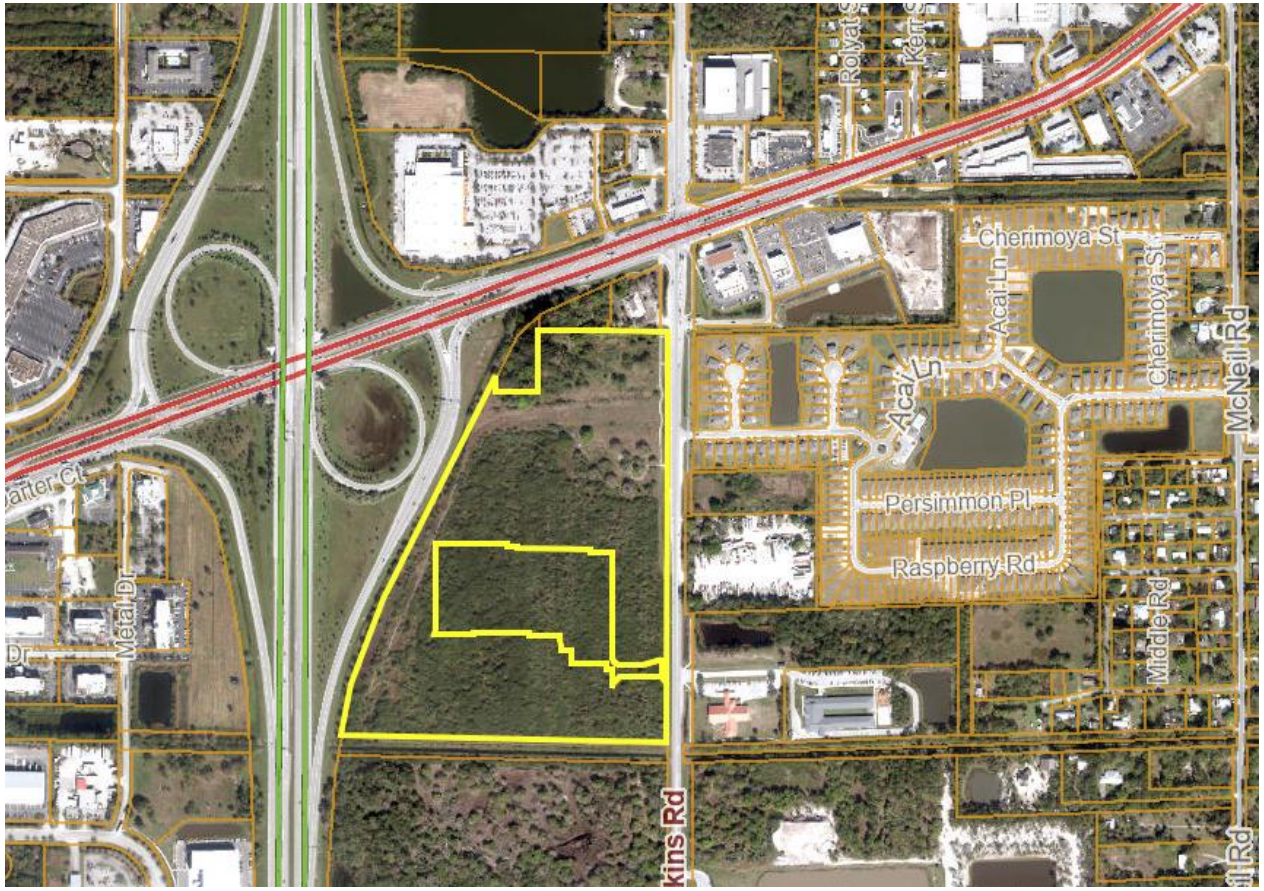
2324-413-0000-000-9 & 2324-431-0001-000-2

SUMMARY

Request for review of application for a Future Land Use Map Amendment of two (2) parcels of land to change the Future Land Use designation from General Commercial (GC) to Medium Density Residential (RM).

The applicant seeks to permit the development of single-family housing within proximity to goods, services, and the State's Intermodal Transportation Network.

SITE LOCATION



SITE AREA= 49.917 +/- Acres

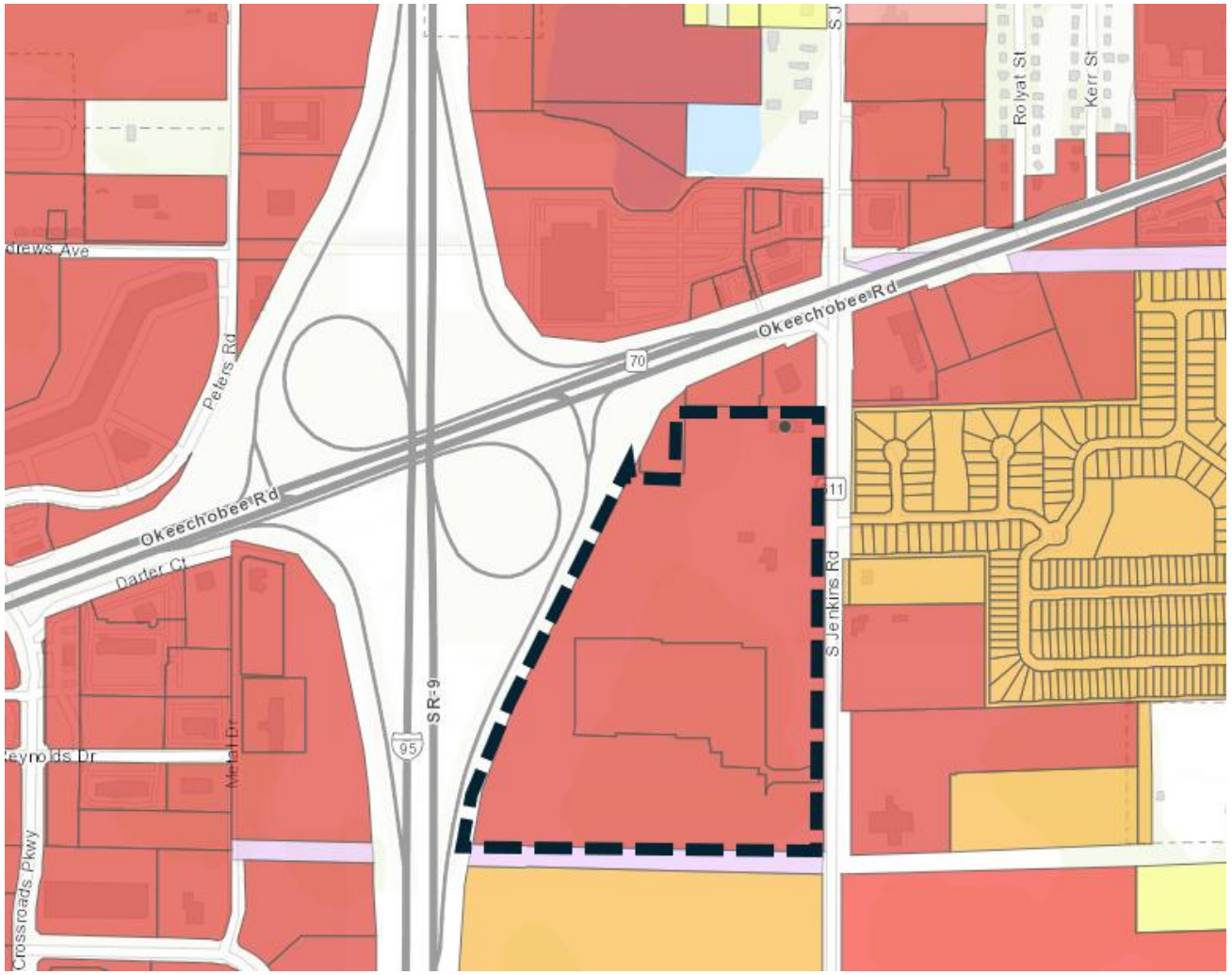
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FLUMA with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

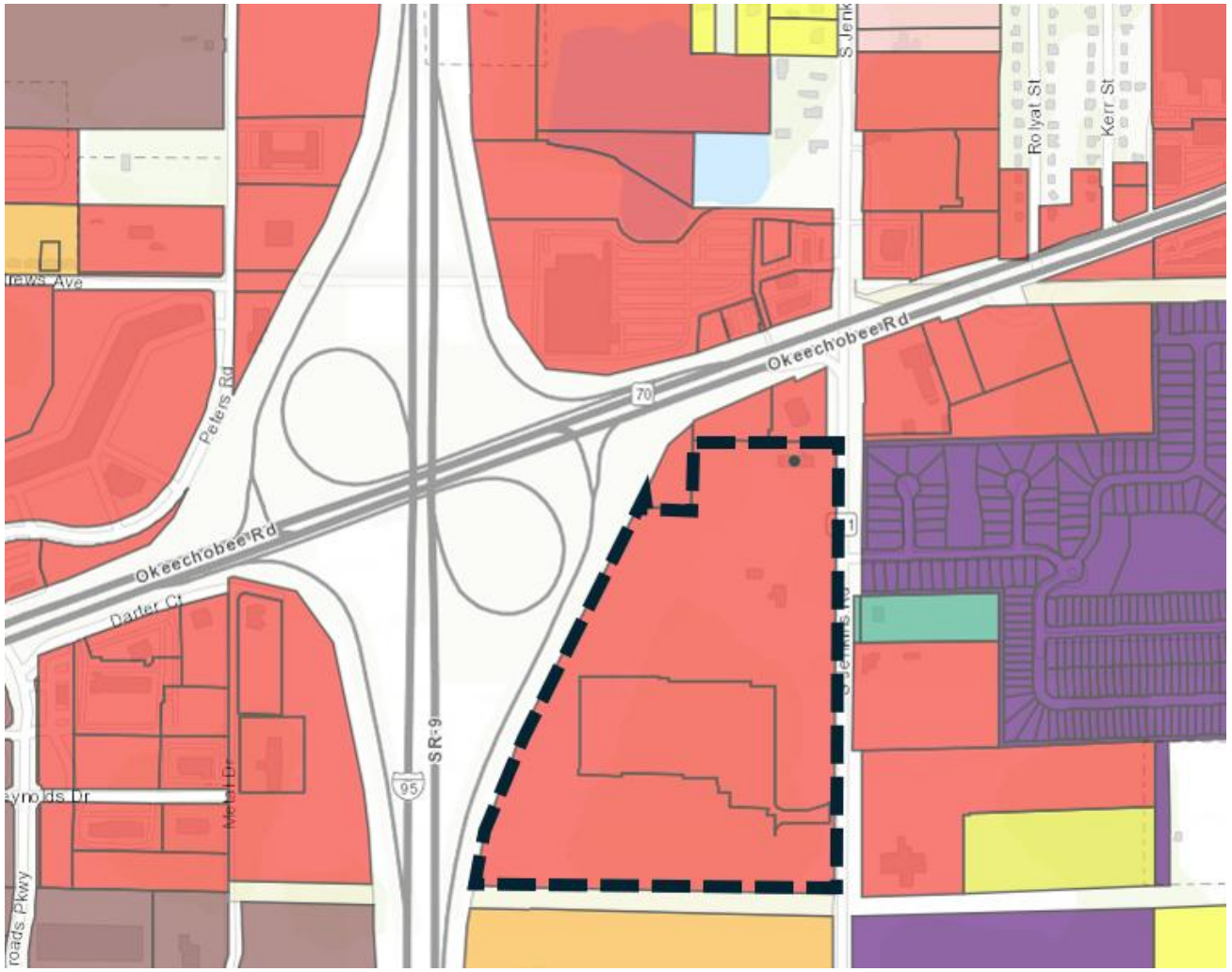
Current FLU:
GC, General Commercial

Proposed FLU:
RM, Medium Density Residential



EXISTING - ZONING

Current Zoning:
C-3, General Commercial Zone



FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - Pulte Homes FLUMA

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	49.917	2,174,384.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	GENERAL COMMERCIAL (GC)	15	748	1.0	2,174,384.5 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	599	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)	(149)			(2,174,384.5) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff recommends APPROVAL of the proposed FLUMA.

- ❑ **The subject parcel is adjacent to existing FLU Designations of RM, Medium Density Residential.**
- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the CITY COMMISSION:</u>**

- Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 20th, 2026

Pulte-Cornerstone – FLUMA

2721 S Jenkins Road

(2324-413-0000-000-9, 2324-431-0001-000-2)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: CORNERSTONE-PULTE FUTURE LAND USE AMENDMENT (SMALL-SCALE) – PROJECT #: PZFLU2024-00002

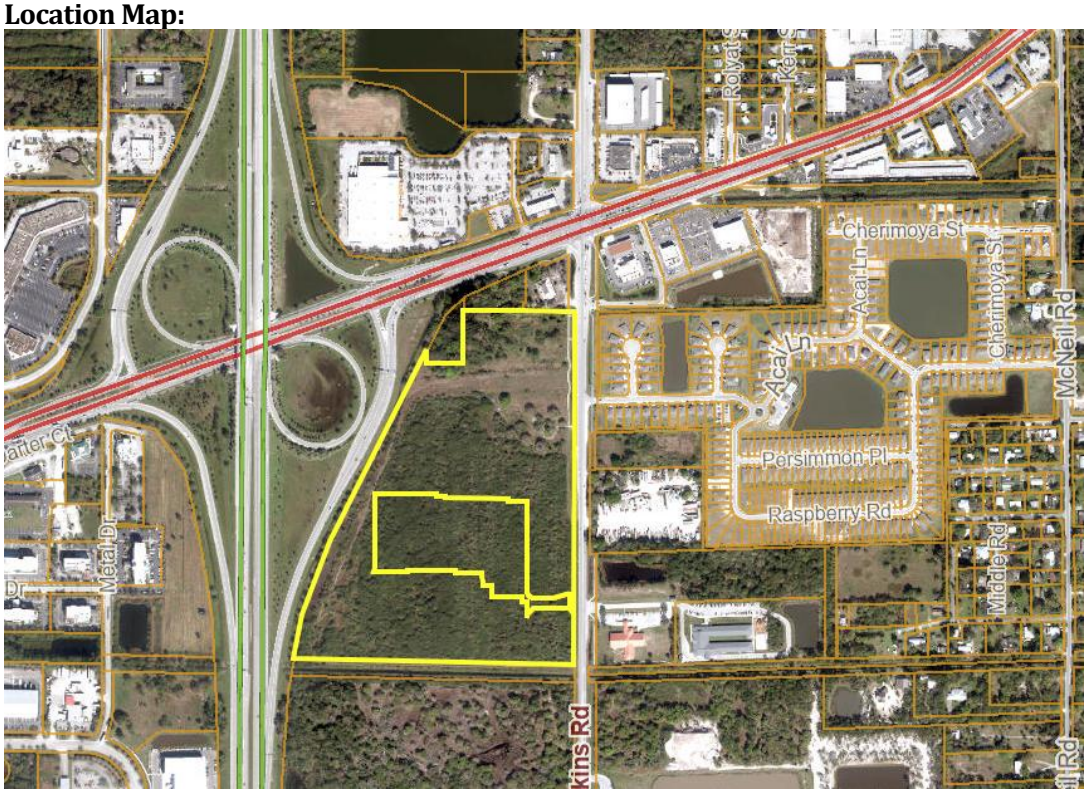
REVIEWER: VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER

DATE: JANUARY 20, 2026

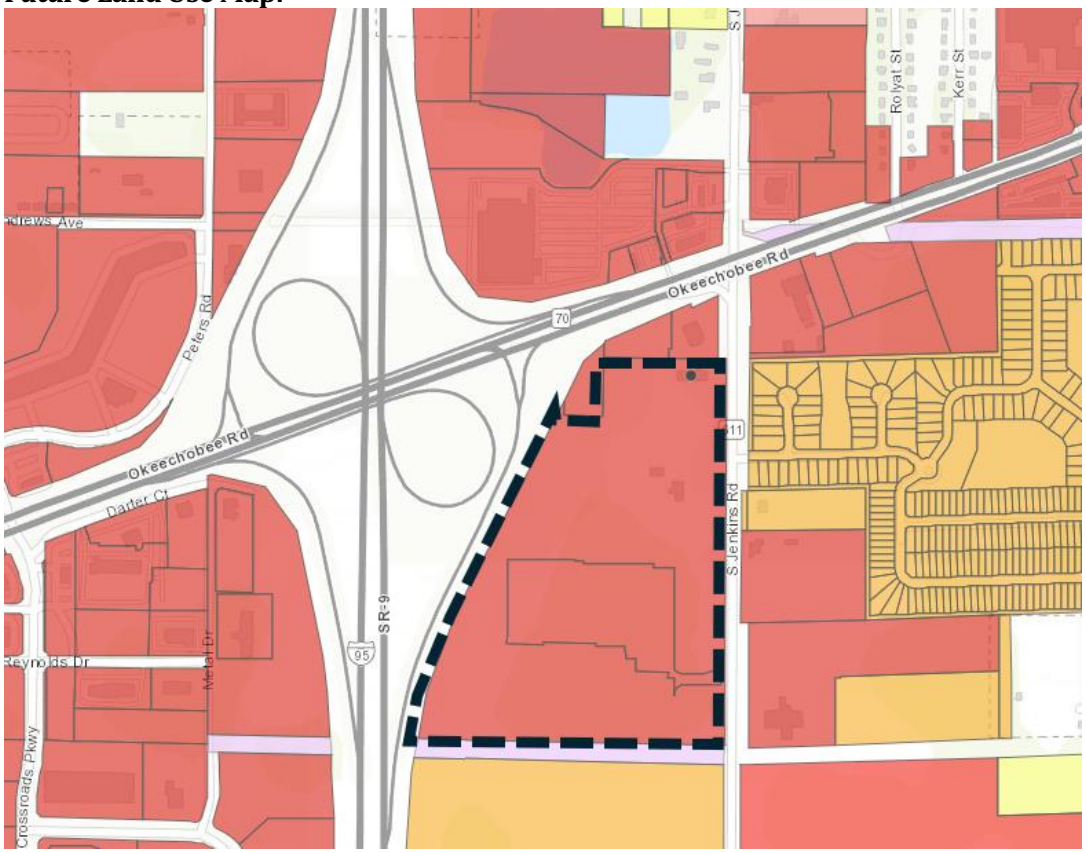
STAFF REPORT

Applicant:	Aimee Carlson, Pulte Homes
Owner:	Cornerstone Fort Pierce Development
Representative:	Leslie Olson, District Planning Group
Requested Action:	Review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.
Location:	At or near 2721 South Jenkins Road
Parcel IDs:	2324-413-0000-000-9 & 2324-431-0001-000-2
Current Zoning:	C-3, General Commercial Zone
Proposed Zoning:	PD, Planned Development
Current Future Land Use:	GC, General Commercial
Proposed Future Land Use:	RM, Medium Density Residential

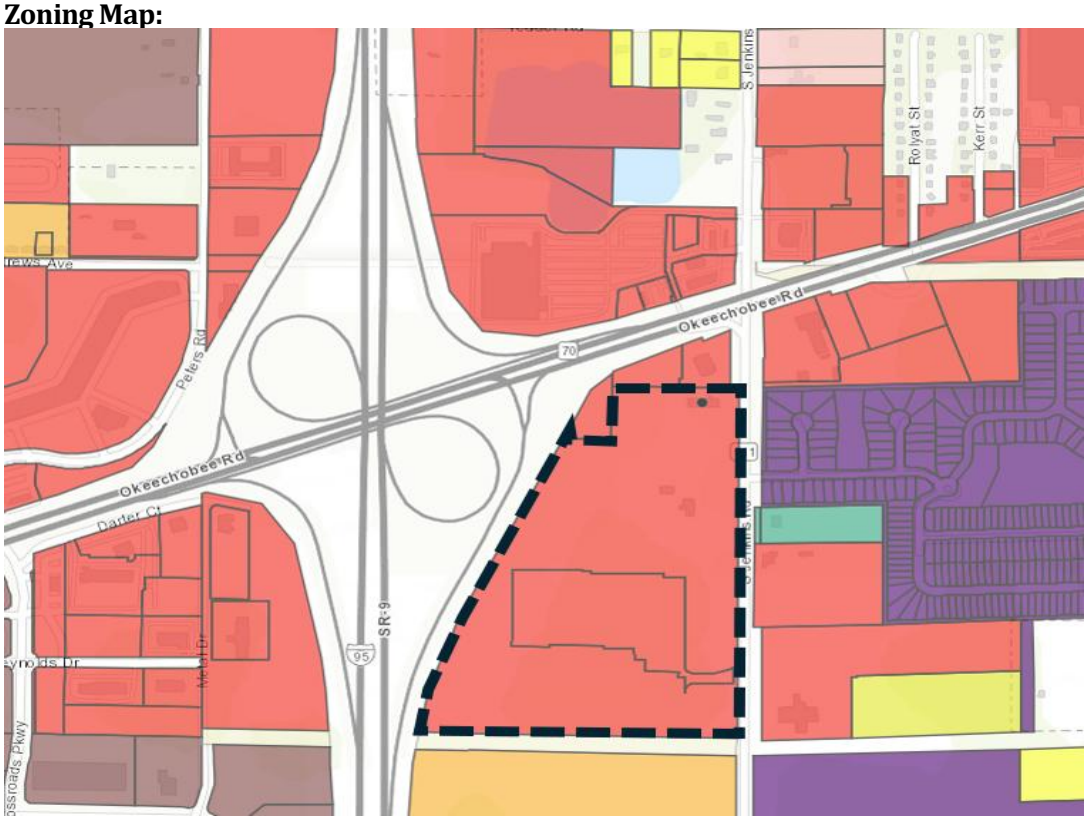
Location Map:



Future Land Use Map:



Zoning Map:



Surrounding Zoning:

North	East	South	West
C-3	PD/E-3/C-3	R-4	I-95/C-3

Surrounding Future Land Use:

North	East	South	West
GC	RM/GC	RM	GC

Site Area: **+/-** 49.917 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.

The applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. The applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan.

Existing Conditions
Currently the land is vacant.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - Pulte Homes FLUMA

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	49.917	2,174,384.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	GENERAL COMMERCIAL (GC)	15	748	1.0	2,174,384.5 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	599	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		(149)		(2,174,384.5) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of General Commercial. The General Commercial (GC) designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

The subject property is classified with a City Zoning of C-3, General Commercial Zone. This classification is primarily intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities

The proposed Future Land Use designation is RM, Medium Density Residential. The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

The proposed Zoning classification is PD, Planned Development. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

ANALYSIS OF URBAN SPRAWL

Urban sprawl is defined as a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses. Florida Statutes, Section 163.3177(6)(a)9.a., states that any amendment to the future land use element shall discourage the proliferation of urban sprawl and provides thirteen indicators to judge whether a future land use amendment discourages the proliferation of urban sprawl.

This proposed amendment complies with 13 out of 13 sprawl criteria that discourages the proliferation of urban sprawl. Florida Statutes provide an additional eight criteria, of which four must be met, in order to judge whether an amendment can be determined to discourage the proliferation of urban sprawl. This proposed amendment meets 8 out of 8 criteria that determine the application discourages urban sprawl.

Urban Sprawl Analysis

An evaluation of the thirteen indicators for urban sprawl and a determination of the eight criteria for this future land use request follows:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The site is integrated within proximity to commercial and residential use areas. The proposal for a amendment to Medium Density Residential Future Land Use (FLU) Designation does not propose low-intensity or low-density development. The proposed land use allows up to 12 units per acre. ***Discourages the proliferation of urban sprawl.***

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This site near 2721 South Jenkins Road is within an existing urban, residential, and commercial area. ***Discourages the proliferation of urban sprawl.***

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed FLU and the proposed change will not promote development occurring in such patterns. ***Discourages the proliferation of urban sprawl.***

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted by the applicant's environmental consultants, in June and July of 2024 confirmed the property does not contain any native upland habitat. There is a an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property. ***Discourages the proliferation of urban sprawl.***

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This site is vacant. There are no agricultural activities on the site or adjacent. ***Discourages the proliferation of urban sprawl.***

(VI) Fails to maximize use of existing public facilities and services.

The subject site is located where public facilities and services are available. Development of this site will be considered as infill development. ***Discourages the proliferation of urban sprawl.***

(VII) Fails to maximize use of future public facilities and services.

No, the proposed change would maximize the use of future public facilities and services. ***Discourages the proliferation of urban sprawl.***

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

This site has adequate utilities, water/sewer systems and will not demand an extra increase in cost/time towards that. The subject site ***is located within the FPUA service area****. Public services (law enforcement, fire, libraries, parks etc.) are currently provided to the area of the subject site. The proposal to change the subject site to a Medium Density Residential FLU will not result in land use patterns that will disproportionately increase the cost/time of providing the public services.* ***Discourages the proliferation of urban sprawl.***

(IX) Fails to provide a clear separation between rural and urban uses. This site does not fail to provide a clear separation between rural and urban uses. This site is located within the Primary Urban Service District which separates rural and urban uses. **Discourages the proliferation of urban sprawl.**

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This site is infill development, Close to interstate highway insersection with Okeechoobee Road. ***Discourages the proliferation of urban sprawl.***

(XI) Fails to encourage a functional mix of uses.

The proposed change does not fail to encourage a functional mix of uses. The site is located within an urban area with a mix of various adjacent and proximate uses such as commercial, hotel, restaurant, schools, and residential uses. ***Discourages the proliferation of urban sprawl.***

(XII) Results in poor accessibility among linked or related land uses. This site does not result in poor accessibility among related land uses. The parcel is located nearby major arterial roads and is located central to thousands of dwellings that will benefit from service made available should this amendment request be granted.

The proposed land use change will not change the accessibility among existing land uses. ***Discourages the proliferation of urban sprawl.***

(XIII) Results in the loss of significant amounts of functional open space.

This proposed future land use designation will not result in a loss of public open space. ***Discourages the proliferation of urban sprawl.***

The site complies with 13 sprawl criteria listed above.

Proliferation of Urban Sprawl
In order for the application to be determined to discourage the proliferation of urban sprawl, the amendment must incorporate development patterns or urban forms that achieve four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Natural resources and ecosystems are not negatively impacted. The proposed change would locate commercial development in the Urban area and in proximity to other commercial and residential lands. Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application. ***Discourages the proliferation of urban sprawl.***

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Development of this site will not require the extension of public infrastructure and services outside the Primary Urban Service District. Water and sewer provisions are available to the subject site via FPUA. The proposed amendment would allow for a cost-effective development process, utilizing already existing public infrastructure and services. ***Discourages the proliferation of urban sprawl.***

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The parcel is located close to major roadway connections and implements sidewalks. ***Discourages the proliferation of urban sprawl.***

(IV) Promotes conservation of water and energy.

The development of the property will not result in overconsumption of water and energy. The subject parcel is located in an urban area where facilities and services are in place. ***Discourages the proliferation of urban sprawl.***

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

The property is within an urban area and consists primarily of Nettles and Oldmar sands type which are classed as being poorly and very poorly drained, slow or very slow permeable soils on broad areas of flats and depressions. ***Discourages the proliferation of urban sprawl.***

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The subject parcel is not public open space, and the proposed land use change alone will not affect public open space. ***Discourages the proliferation of urban sprawl.***

(VII) Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area. If developed, the subject site will be in-fill development and will not negatively impact the balance of land uses in the area.

The proposed amendment responds to demands for residential capacity while locating that capacity within the urban area where it will serve existing commercial development. ***Discourages the proliferation of urban sprawl.***

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164. **Not Applicable**

Though the proposed future land use designation does not provide for transit-oriented development or new towns as defined in s. 163.3164, there is no need to remediate an existing or planned development pattern in the vicinity that constitutes sprawl. The proposed change will bring forth infill development, providing residential capacity and uses that are appropriate for sites in proximity to the interstate highway system. The proposed future land use designation will allow intensities of use and urban form that are consistent with the existing and planned development pattern in the vicinity. However, it does not constitute sprawl because it is located well within the urban area and is consistent with the adopted Future Land Use Map. ***Discourages the proliferation of urban sprawl.***

The criteria listed above have been met and staff determine the application discourages urban sprawl.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Future Land Use Map Amendment with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the Future Land Use Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

Leslie Olson
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Re: Future Land Use Map Amendment (Small Scale) – Pulte Single-Family Housing – Project #: PZFLU2024-00002

Dear Ms. Olson,

The following are comments from the Planning Department's review of your application (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments):

1. **No Comments**

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 10.17.24
Property Address: Future Land Use Map Amendment (FLUMA) – Pulte Single-Family Housing
2721 S. Jenkins Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 10/15/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

FROM : Tracy Telle, Engineering Manager

RE : 2721 S. Jenkins Road – FLUMA
TRC No. PZFLU2024-00002

DATE : October 16, 2024

This is to advise you that we have completed the review of the following documents as received by this office on October 7, 2024:

- [x] Future Land Use Map Amendment
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend
- [x] Approval of FLUMA
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

October 15, 2024

PROJECT: **Pulte**

REF: Project # PZFLU2024-00002

TO: Kevin Freeman

FROM: Grant Chambers

Comments:

1. Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.
2. Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.

Conditions:

3. A Site Development Permit is required prior to performing site improvement activities.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

October 11, 2024 **VIA EMAIL**

Mr. Vennis Gilmore, Assistant Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Pulte Single-Family Housing - FLUMA
2721 South Jenkins Road
Fort Pierce, Florida

Dear Mr. Gilmore:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) has completed a PTIR regarding the above-referenced Future Land Use change of a currently undeveloped 51.11-acre parcel. Based on the review, the following comments are provided:

- **Local and State Government Coordination:** Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts.

Please contact me should any additional information or clarification be required regarding this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

October 17, 2024

Case #: PZFLU2024-00002

Planner: City of Ft. Pierce Planning Department.

Future Land Use Map Amendment

Pulte Single Family Housing, 2721 S. Jenkins Rd., Ft. Pierce.

Comments:

Please work closely with the traffic engineers to ensure ingress and egress designs for this project are realized to allow for efficient and safe movement of vehicles. This portion of roadway is a thoroughfare and with the addition of many proposed projects in the vicinity of this roadway, careful consideration is a must.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

City of Fort Pierce
Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Aimee Carlson
Pulte Home Company, LLC
1475 Centrepark Boulevard, Suite 140
West Palm Beach, FL 33401

RE: Cornerstone PUD located south of Okeechobee Road and west of Jenkins Road
Tax Folio Nos: 2324-413-0000-0009
2324-414-0000-000/2
2324-413-001-000/2

The undersigned gives CONSENT to District Planning Group, LLC, as agent, and Aimee Carlson of Pulte Home Company, LLC, as applicant, to submit or have submitted all applications and all required material and documents which have been approved by the undersigned in writing, and to attend and represent the undersigned at all meetings and public hearings pertaining to the application to the extent that an officer or other representative of the undersigned is not otherwise present. Any delegation pursuant to this consent may be revoked at any time by the undersigned.

The undersigned is the fee simple owner of the above referenced described property for which a Future Land Use Map Amendment is requested.

[Signature Page Follows]

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company,
a Massachusetts corporation, its managing member

By: Barings LLC,
a Delaware limited liability company, its investment advisor

By: Cassie A. McCrain
Name: Cassie A. McCrain
Title: Managing Director

Date: 10/15/2024

The foregoing instrument was acknowledged before me this 15 day of October, 2024, by Cassie A. McCrain, Managing Director of Barings LLC, a Delaware limited liability company, the investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, the managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, she is personally known to me or has produced _____ as identification.

Michelle Lee Suarez
Notary Public

Michelle Lee Suarez
Printed name of notary

My Commission Expires. _____

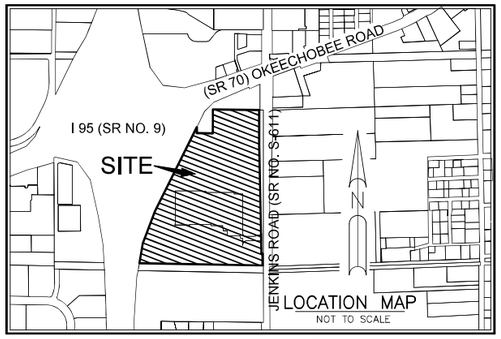
Print Name Michelle Lee Suarez

Notary Public-State of North Carolina

My Commission Expires November 26, 2024

MICHELLE LEE SUAREZ
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Nov. 26, 2024

24



SEE SHEET 2

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

LEGEND

- N.S.L.R.W.C.D. – NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
- O.R.B. – OFFICIAL RECORD BOOK
- RW – RIGHT-OF-WAY
- RCP – REINFORCED CONCRETE PIPE
- PB – PLAT BOOK
- PG – PAGE
- ⟵ – ANCHOR
- TV – CABLE TV VAULT
- – CATCH BASIN
- – CONCRETE POWER POLE
- – CROSSWALK SIGNAL
- – CURB INLET
- – HOG OR BARBED WIRE FENCE
- ○ – DENOTES FOUND SURVEY ROD & CAP
- △ – DENOTES NAIL & SURVEY DISK
- D – DRAINAGE MANHOLE
- E – ELECTRIC HAND HOLE
- OHW – ELECTRICAL WIRES OVERHEAD
- F – FIBER OPTIC BOX
- – FIRE HYDRANT
- – MAST ARM / TRAFFIC SIGNAL
- – LIGHT POLE
- S – SANITARY MANHOLE
- – SEWER VALVE
- – TRAFFIC SIGN
- – WATER VALVE
- – WOOD POWER POLE (UNLESS NOTED)
- 15.48 – EXISTING ELEVATION
- – DENOTES 1/4 SECTION CORNER
- – DENOTES SECTION CORNER
- – SURVEY MARKER/CONTROL POINT
- PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
- ◉ – DENOTES FOUND SURVEY MARKER
- o – SET 5/8" IR/CAP LB 3591

DESCRIPTION:

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FEET.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 522400441GM, EFFECTIVE DATE MAY 23, 2024 AT 5:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF SOUTH 00°00'09" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP, ITEM/SEGMENT NO. 428984-1 STATE PROJECT NO. 94030.2516 STATE ROAD NO. 70 (OKEECHOBEE RD.)
8. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0167J, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120286 PANEL 0167, SUFFIX J; DATED FEBRUARY 16, 2012.
9. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B, PART II OF EXCEPTIONS OF THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE HAVING A FILE NUMBER: 522400441GM, WITH AN COMMITMENT DATE OF MAY 23, 2024 @ 5:00 P.M.

SCHEDULE B, PART II EXCEPTIONS

5. Resolution 96-011 recorded February 6, 1996, in Official Records Book 997, Page 2176.
   (AFFECTS NOTHING TO PLOT)
6. Ordinance No K-251 recorded March 4, 2004, in Official Records Book 1912, Page 2979.
   (AFFECTS, ANNEX INTO THE CITY OF FORT PIERCE)
7. Restrictive Covenants and Access Easement Agreement recorded May 28, 2009, in Official Records Book 3093, Page 2587.
   (AFFECTS PLOTTED)
8. Developer's Agreement recorded July 1, 2010, in Official Records Book 3209, Page 1238.
   (AFFECTS NOTHING TO PLOT)
9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
   (AFFECTS NOTHING TO PLOT)

CERTIFIED TO:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 12, 2024. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050, 5J-17.051, 5J-17.052, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027, AS AMMENDED AND CHAPTERS 177.041 AND 177.061, FLORIDA STATUTES.
THE FIELDWORK WAS COMPLETED ON JULY 12, 2024.

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

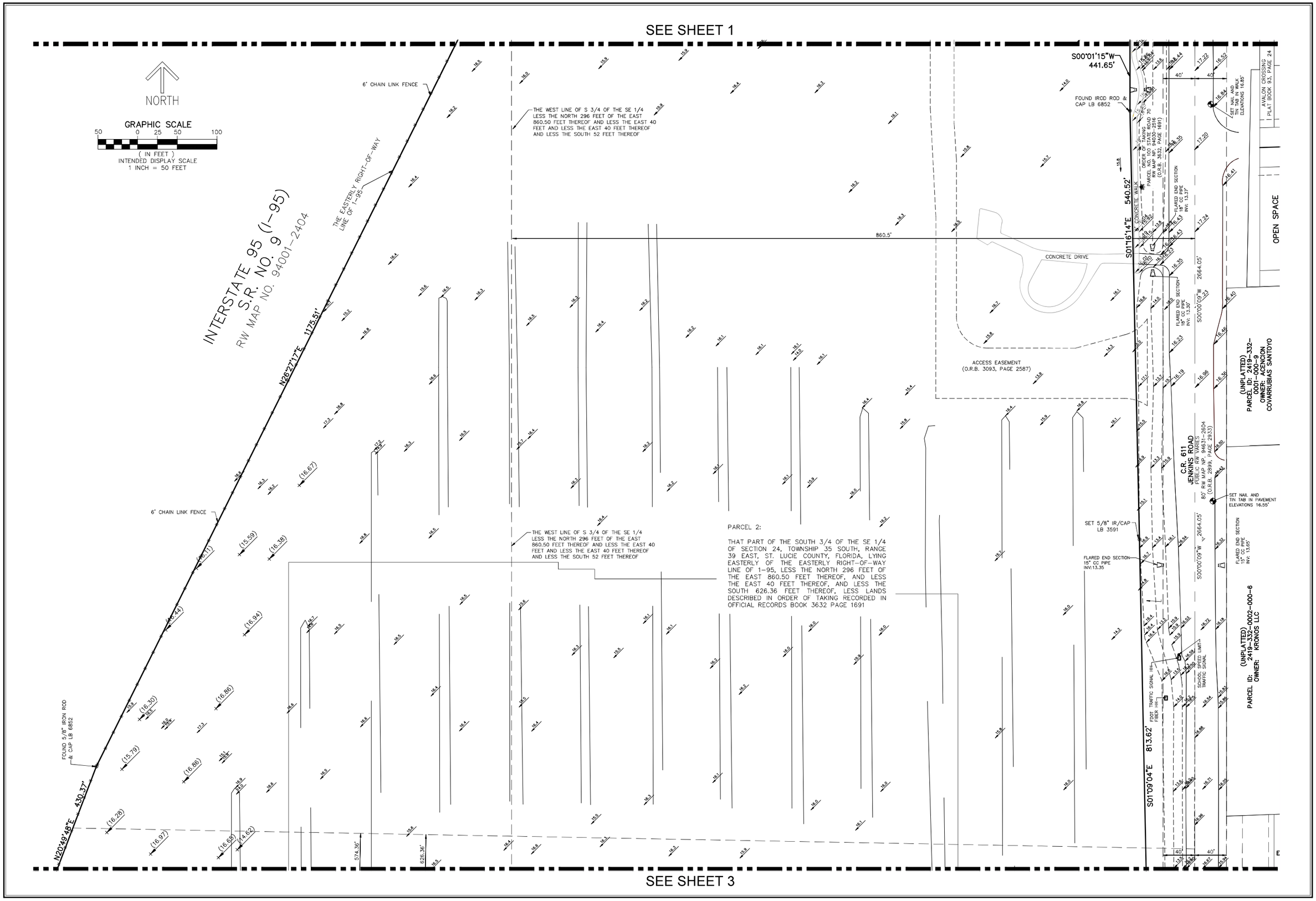
REVISIONS	DATE	BY
FILE NAME: 10958-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB #	10108
SHT.NO.	1
OF	3 SHEETS



REVISIONS	DATE	BY
FILE NAME 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
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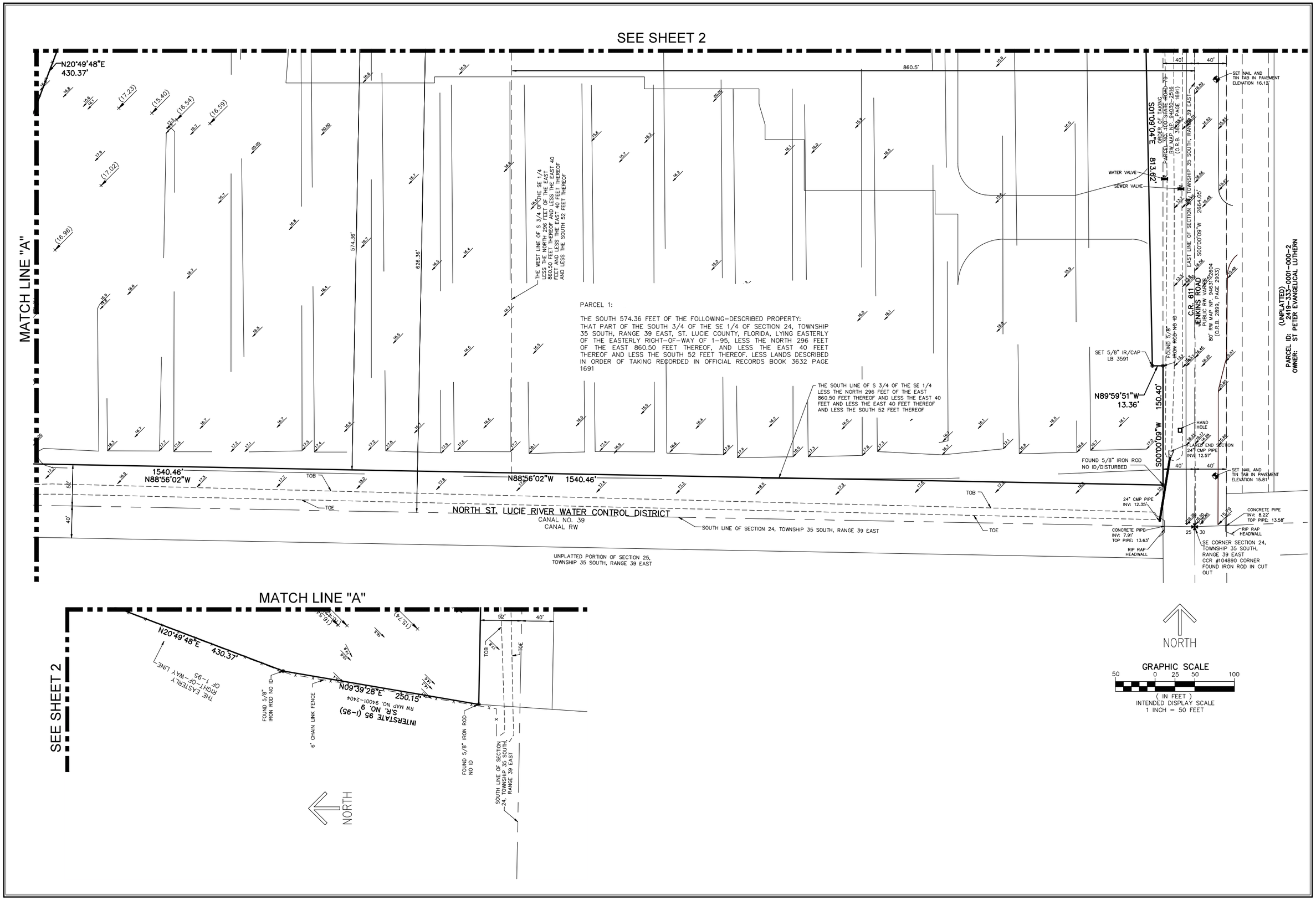
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE AS SHOWN	

JOB # 10108
SHT.NO. 2
OF 3 SHEETS



REVISIONS	DATE	BY
FILE NAME 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE AS SHOWN	

JOB # 10956
SHT.NO. 3
OF 3 SHEETS

KESHAVARZ & ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

Drainage Statement:

Cornerstone – City of Fort Pierce

Date: September 6, 2024
K&A Project No. 24-1479

Location

The 49.9 acre project site is located on the west side of Jenkins Road south of Okeechobee Road (S.R. 70) and immediately east of Interstate 95 in the City of Fort Pierce (Saint Lucie County) Florida. The project site is located within the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD) and will discharge stormwater to the NSLWCD Canal No. 39 located along the south boundary of the property.

FEMA Flood Data

The project site is located within flood zone X based on the current FEMA Flood Insurance Rate Map (FIRM) panel number 12111 C0167J, effective February 16, 2012. Flood zone X is defined as areas of minimal flood hazards. There is not a base flood elevation (BFE) assigned to flood zone X.

Existing Conditions

The project site was previously used for agricultural purposes and contains irrigation/drainage ditches throughout the site. There are two 18" RCP culverts hydraulically connecting the project site the drainage ditch along the west side of Jenkins Road. The ditch along the west side of Jenkins Road runs south and connects to the NSLRWCD Canal No. 39 with a 24" CMP.

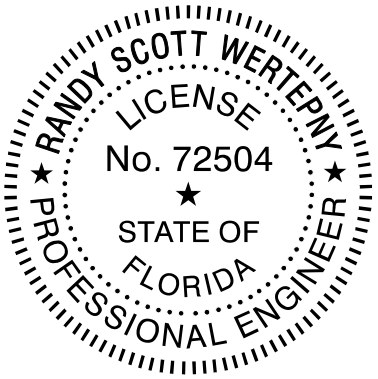
The existing ditches run in the north-south direction and connect to a larger ditch on the south boundary parallel to the NSLRWCD Canal No. 39. The Northeast corner of the property previously contained two residential homes that have been removed.

In 2008, an Environmental Resource Permit with SFWMD was obtained for the project site, SFWMD Permit No. 50-02924-P for the construction of a surface water management system for commercial development; however, this permit expired in 2013.

Proposed Improvements

The proposed project is for the development of a single-family residential community including building, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce.

The post development runoff from the site will be reduced to meet the SFWMD allowable discharge for the project site of 2" per acre per day or 4.19 cfs. Storm sewer mains will be designed to convey the runoff generated from a 5 year – 1 day storm event.



Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Certificate of Authorization No. 4897

Randy Wertepny, P.E.
Florida License No. 72504
September 6, 2024

This item has been electronically signed and sealed by Randy Wertepny on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

PULTE GROUP

CORNERSTONE

Environmental Assessment Report

Prepared For:

Pulte Group

Prepared By:

EW Consultants, Inc.

August 2024

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes the natural resource characteristics of the Pulte Group Cornerstone property. The 49.9 +/- acre Cornerstone property is located in Section 24, Township 35 South, Range 39 East within the City of Ft. Pierce, St. Lucie County, Florida. The property is bounded to the north by undeveloped land and a residential home, to the west by I-95 and the State Road 70 interchange, to the south by the NSLRWCD Canal No. 39, and to the east by Jenkins Road.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) provides descriptions of the soil types within the Cornerstone property along with acreage summaries, soil limitation information, and recommended soil treatments for various proposed land uses.

VEGETATION COMMUNITIES

The following is a summary of the land cover types found on the Cornerstone property site. Land cover classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the land cover types on the subject property.

The vegetative community descriptions include general discussions of potential wildlife habitat provided by the various resources available in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections. Application of categories described as wetlands and ditches provides an approximation of the wetland areas or ditch classifications that remain subject to verification by SFWMD and, under current circumstances, the U.S. Army Corps of Engineers (USACE) for Section 404 purposes.

The FLUCFCS classifications observed on the site are described below. A land cover map of the observed community types is included in the Appendix of this report. The communities observed on the property are described as follows:

191 – Undeveloped Land Within Urban Areas –

This land cover is located within the northern and western portions of the property. The vegetation assemblage within these areas is dominated by non-native invasive species, ruderal weeds, and non-native pasture grasses. Vegetation includes Brazilian pepper, Australian pine, guava, smut grass, cogon grass, guinea grass, Caesar weed, and castor bean. Scattered occurrences of native laurel oak, slash pine, cabbage palm, and wax myrtle are also present.

510 – Ditches –

The property contains two man-made ditches that were created in support of the former agricultural practices on the property. The northern of the two ditches is shallow and is vegetated predominantly with non-native invasive species including torpedo grass, limpo grass, Peruvian primrose willow, and Caesar weed. Scattered occurrences of native species including broomsedge, spadeleaf and pennywort are also present. The southern ditch, located near the southern property boundary is a deep, steep sided ditch that contains scattered occurrences of non-native invasive Peruvian primrose willow and native Carolina willow.

643 – Wet Prairie –

There is one area located near the western property boundary that meets the criteria to be considered a wet prairie wetland. Vegetative cover in this area includes native grape vine, Virginia chain fern, and broomsedge, and non-native invasive old-world climbing fern and Peruvian primrose willow.

740 – Disturbed Lands –

This is the predominant land cover type on the subject property, and was previously improved for agricultural use. The vegetation assemblage is currently dominated by non-native invasive Brazilian pepper with scattered occurrences of native laurel oak, cabbage palm, and wax myrtle.

WILDLIFE

Wildlife Observations –

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents.

Listed Species and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess relative habitat quality and wildlife utilization. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species known or expected to occur on the subject site is summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian and vehicular transects	M	FT/SA
Audubon's crested caracara	*Caracara cheriway*	Dry prairie, open rangeland	Pedestrian and vehicular transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian and vehicular transects	L	No longer listed Nest trees protected

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian and vehicular transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Acoustic and roost surveys	L	FE
Florida burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian and vehicular transects	L	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open pine canopy	Pedestrian and vehicular transects	L	ST
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian and vehicular transects; aerial nest survey	L	ST
Florida scrub-jay	*Aphelocoma coerulescens*	Xeric oak scrub and scrubby flatwoods on sandy ridges and dunes	Pedestrian and vehicular transects	L	FT
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian and vehicular transects	L	FE
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	L	ST
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Southeast American kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	Pedestrian and vehicular transects	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian and vehicular transects	M	FT

O* = Observed; [1] Observed transient ; [2] Observed nesting and/or resident
Probability of Occurrence: H= High; M= Medium; L= Low;

FE = Federally-designated Endangered; FT = Federally-designated Threatened; FXN = Federally-designated Threatened Nonessential Experimental Population; FT(S/A) = Federally-designated Threatened species due to similarity of appearance; ST = State-designated Threatened; SSC = State Species of Special Concern

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed during the field reconnaissance for this environmental assessment, there is a moderate potential for alligators to occur within the on-site ditches.

The subject site is within the consultation area of Audubon's crested caracara. The subject site; however, does not contain suitable nesting or foraging habitat and no crested caracara or caracara nests were observed during site reconnaissance conducted in June and July of 2024.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. The property does not contain any suitable nesting or foraging habitat for bald eagles and no bald eagles or bald eagle nests were observed on site.

A reptile species that was not observed but has potential to occur on the site is the federally threatened eastern indigo snake. The eastern indigo snake is a secretive species that ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

The Florida bonneted bat is listed as endangered by the U.S. Fish and Wildlife Service (USFWS). This species preferred habitat for roosting and nesting includes a variety of forested habitats and man-made structures. The property is located outside of the designated consultation area for this species, thus its potential for occurrence is considered low.

The Florida burrowing owl is a small ground-dwelling owl often found in open fields with little to no tree canopy coverage, where it spends most of its time on the ground, perching on dirt mounts, fence posts, or short shrubs. The site does not contain suitable habitat for burrowing owls, thus there is a low potential for this species to occur. No burrowing owls or burrowing owl burrows were observed on the property.

The Florida pine snake inhabits areas that feature well-drained sandy soils with moderate to open canopy. According to the FFWCC publicly available database, the subject site is located within the distribution area for this species. The property does not contain any suitable habitat for this species, thus the potential for this species to occur is considered low and no Florida pine snakes were observed during field reconnaissance.

No Florida sandhill crane nests were observed on the site; however, this species is relatively common within the region. The preferred nesting habitat for sandhill cranes is freshwater herbaceous marsh wetland which does not occur on site and no sandhill cranes or sandhill crane nests were observed during field reconnaissance.

The Florida scrub-jay is a Federally threatened species that inhabits xeric oak and scrubby flatwoods habitats along sandy ridges and dunes. The subject property does not contain any suitable habitat for this species and no Florida scrub-jays were observed or heard during field reconnaissance.

In July 2024, a representative habitat survey was conducted by Jason Hahner (Licensed Gopher Tortoise Agent #GTA-14-00024H) in order to identify any occurrence of gopher tortoises, their burrows, or indicators of their presence. The habitat survey was conducted in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) *Gopher Tortoise Permitting Guidelines* (revised April 2023).

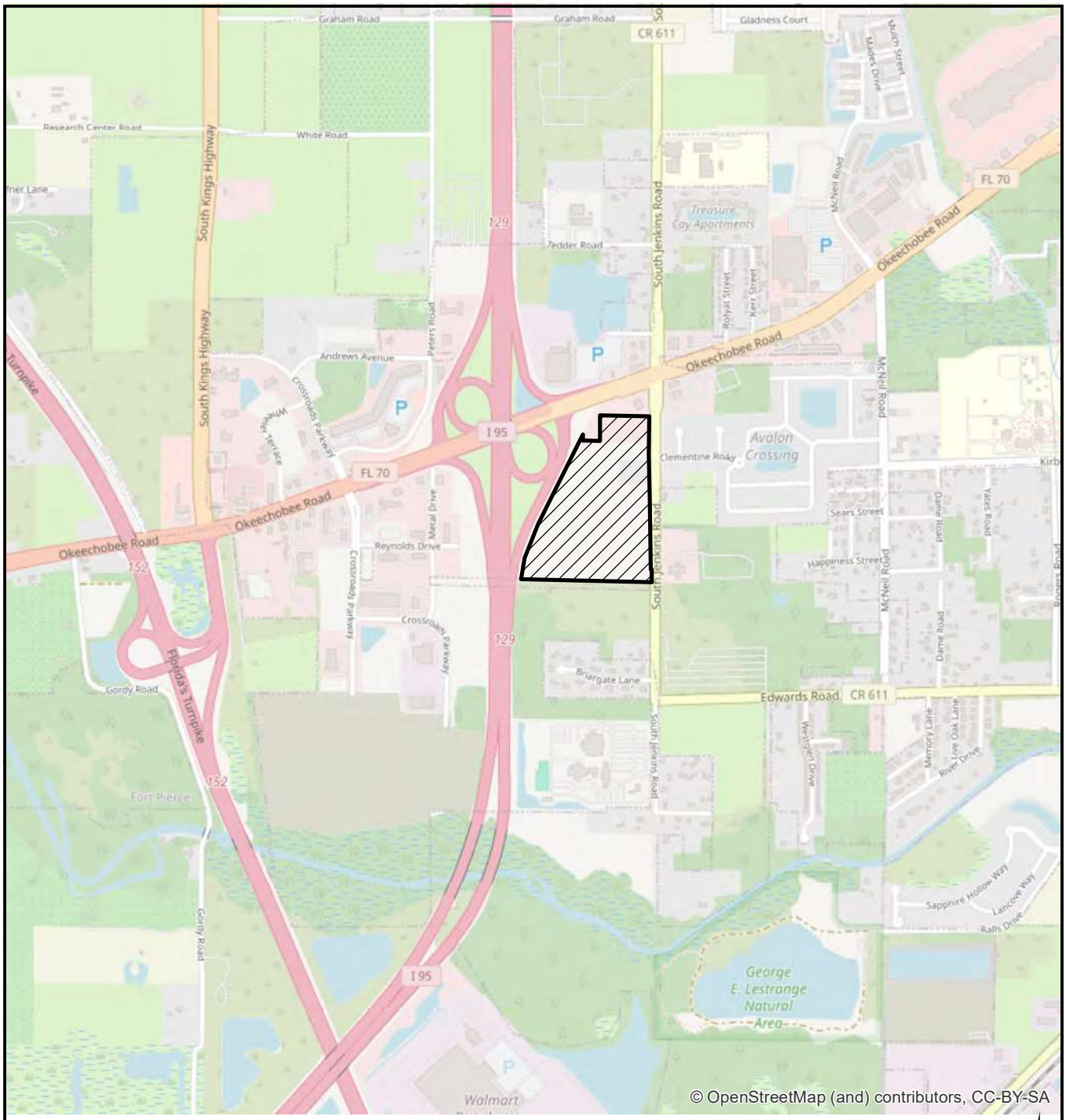
There were no gopher tortoises, potentially occupied gopher tortoise burrows, or other indicators of the presence of gopher tortoises observed on the property during field reconnaissance and the representative habitat survey conducted in July 2024. In accordance with FFWCC gopher tortoise permitting guidelines, prior to any land clearing or site work, a 100% habitat survey for this species must be completed. A gopher tortoise relocation permit will need to be obtained through FFWCC for any gopher tortoise burrows that cannot be avoided from impacts by a radius of at least 25 feet from a burrow's entrance.

The presence of surface water (ditches) and a wet prairie wetland indicates a moderate potential for occurrence of State-designated threatened wading bird species including the little blue heron, tricolored heron, and roseate spoonbill, and the Federally-designated threatened wood stork. The property does not contain suitable nesting habitat for any of these species and no such nesting activity was observed. Therefore, any occurrence of these wading bird species on the property would be for the purpose of transient foraging.

WETLANDS AND WATERBODIES

Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application.

APPENDIX



LEGEND

▨ - SITE (49.9+/- AC)

CORNERSTONE
LOCATION MAP

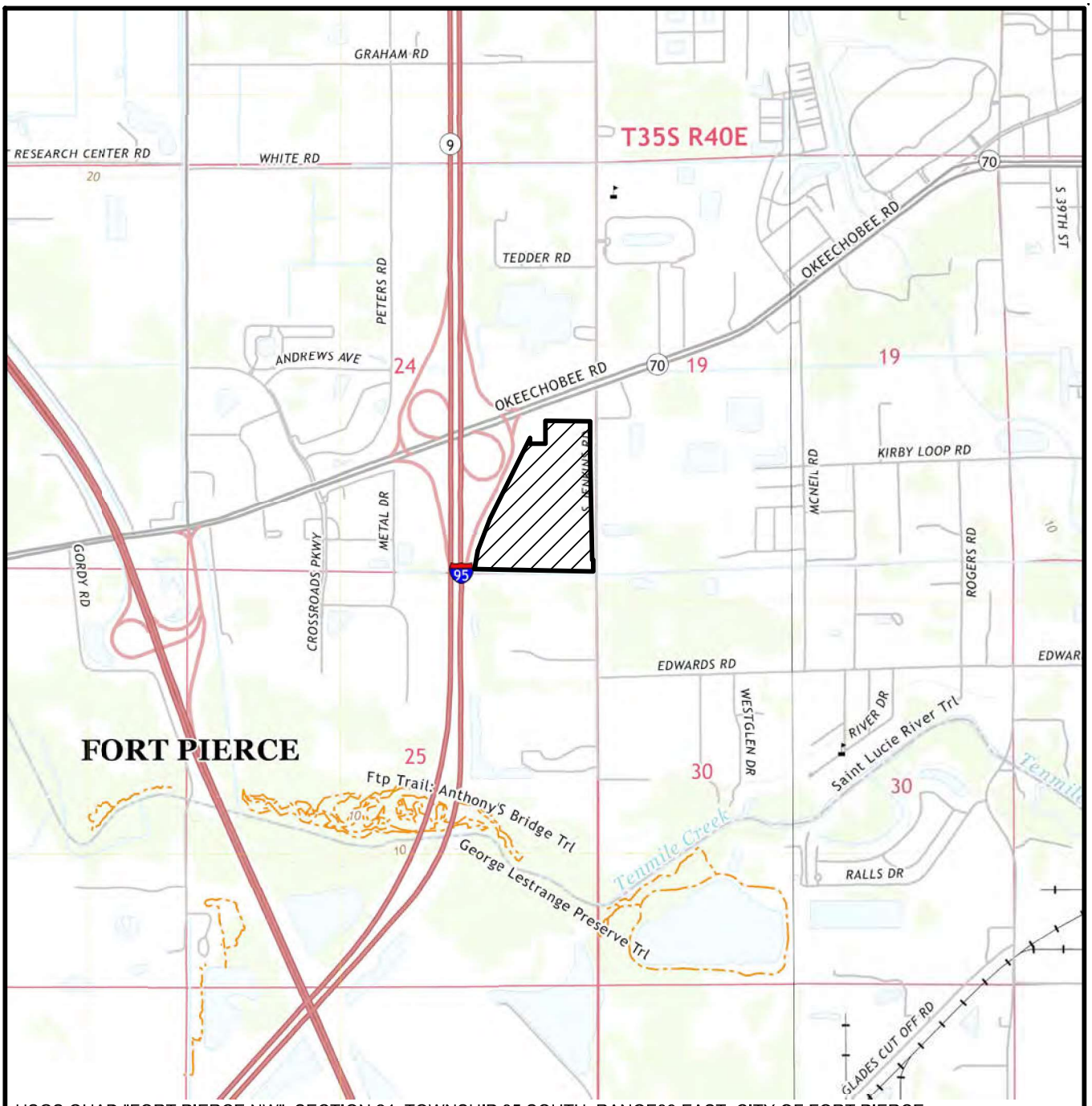
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTION 24, TOWNSHIP 35 SOUTH, RANGE39 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, LATITUDE 27d°04'47" LONGITUDE -80°23'06"

LEGEND

- SITE (49.9± AC)

0 2000

SCALE IN FEET

CORNERSTONE

QUAD

EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE

2

Cornerstone.dwg QUAD



FDOT AERIALS DATED 2024

0 600
SCALE IN FEET

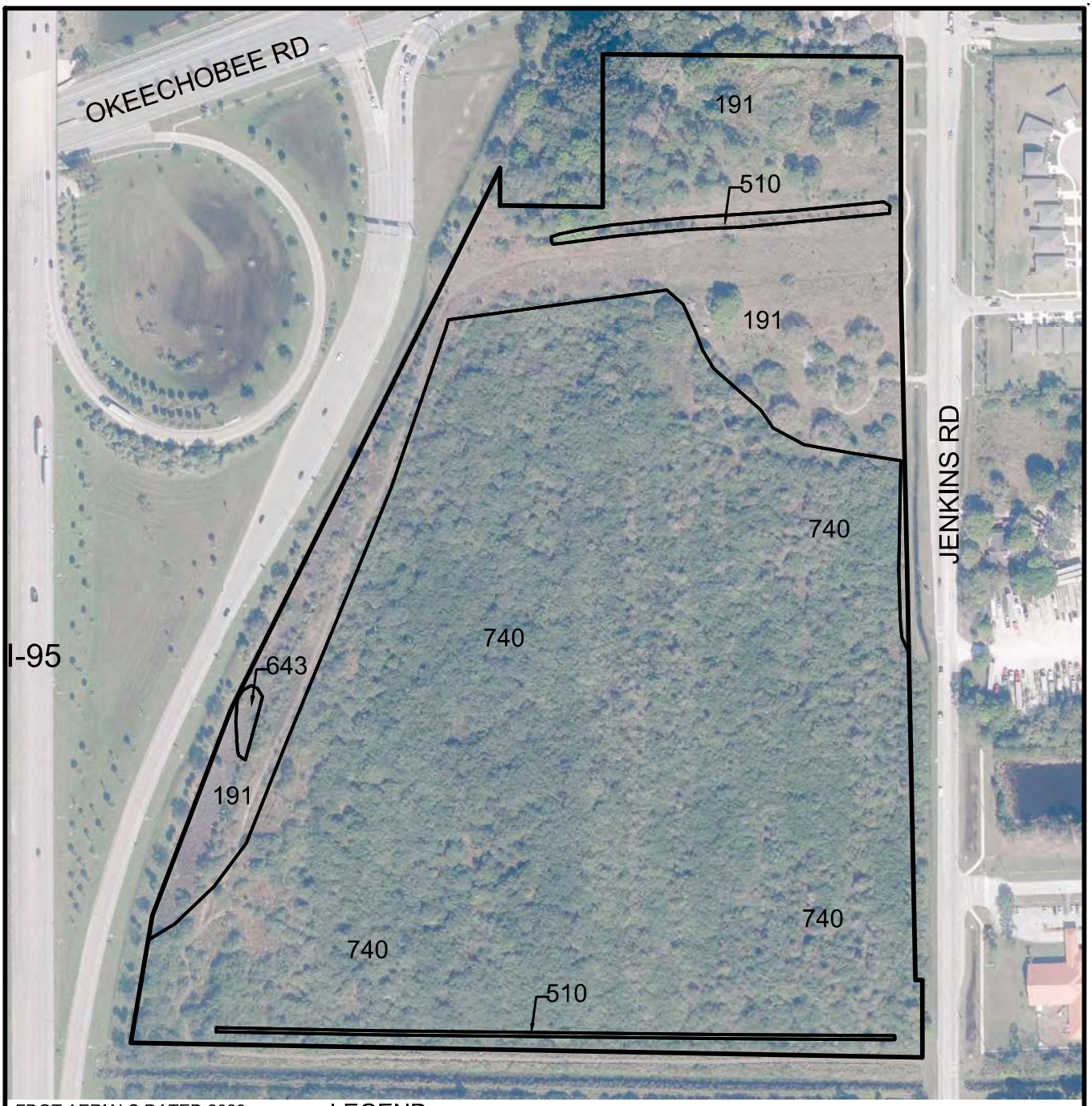
CORNERSTONE
AERIAL

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE
3

Cornerstone.dwg AERIAL



FDOT AERIALS DATED 2023

LEGEND

191 - UNDEVELOPED LAND WITHIN URBAN AREAS (12.4± AC)
510 - DITCH (0.6± AC)
643 - WET PRAIRIE (0.1± AC)
740 - DISTURBED LANDS (36.8± AC)
TOTAL SITE (49.9± AC)

0 300
SCALE IN FEET

CORNERSTONE

FLUCFCS

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WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE
4

Cornerstone.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(CORNERSTONE)



Map Scale: 1:3,630 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 17, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	0.9	1.8%
25	Nettles and Oldsmar sands	49.0	98.2%
Totals for Area of Interest		**49.9**	**100.0%**

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2988687 OR BOOK 2736 PAGE 1681, Recorded 01/09/2007 at 01:11 PM
Doc Tax: $175000.00

This Instrument Prepared By:
Record and return to:
David M. Shaw, Esquire
HAILE, SHAW & PFAFFENBERGER, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, Florida 33408

Tax Folio Nos. 2324-413-0000-000/9
2324-414-0000-000/2
2324-413-0001-000/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 5th day of January, 2007, between FP LAND, LTD., a Florida limited partnership, with an address of 599 NW 82nd Avenue, Plantation, Florida 33324, hereinafter called the Grantor, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns, and CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, with an address of c/o Cornerstone Real Estate Advisers, LLC, 180 Glastonbury Boulevard, Suite 401, Glastonbury, Connecticut 06033, and whose Taxpayer Identification Number is 56-2630592, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns.

WITNESSETH:

That for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee all that certain piece of property and tract of land situate in the County of St. Lucie and State of Florida, described on Exhibit "A" attached hereto as a part hereof.

TOGETHER WITH all improvements thereon and rights, benefits, easements, appurtenances and hereditaments thereto appertaining.

SUBJECT HOWEVER to those matters designated on Exhibit "B" hereto, the provisions of which are not reimposed hereby.

TO HAVE AND TO HOLD IN FEE SIMPLE FOREVER.

Grantor does hereby specially warrant the title to the Property, subject only to those matters set forth herein, and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

WITNESSES:

Name: Jill Calnan

Name: Joanne Shute

SELLER:

FP LAND, LTD., a Florida limited partnership

By: FP Land, LLC, a Florida limited liability company, its general partner

By: _____
Name: Kenneth H. Simigran
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Kenneth H. Simigran, a Manager of FP Land, LLC, a Florida limited liability company, general partner of FP Land, Ltd., a Florida limited partnership, on behalf of the limited partnership, he is personally known to me or has produced _____ as identification.

JILL CALNAN
Comm# DD0608961
Expires 12/22/2010
Florida Notary Assn., Inc

[SEAL]

My Commission Expires: 12/22/2010

_____
Notary Public

Jill Calnan
Printed name of notary

EXHIBIT A

TO

SPECIAL WARRANTY DEED

Description of Land

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof and LESS the South 52 feet thereof.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way line of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof, and LESS the South 626.36 feet thereof.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, LESS AND EXCEPTING THEREFROM the East 40 feet thereof as right-of-way for Jenkins Road, all lying and being in St. Lucie County, Florida.

EXHIBIT B

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

2. Resolution No. 96-101 of the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records book 997, Page 2176.

3. Ordinances No. K-251 and No. K-261 of the City Commission of the City of Fort Pierce, recorded in Official Records Book 1948, Page 1790, respectively.

4. Right of way of Jenkins Road.

5. Matters as disclosed on that certain survey prepared by Manucy Land Surveyors, Inc., dated September 22, 2006, as Order No. 150-608, which discloses, among other matters, the following encroachments:

   a. by a 6-foot chain link fence onto adjoining property along the westerly property line of the subject property;

   b. by mail boxes, asphalt drives, a sign, a dirt drive, and wood poles at the northeasterly corner of the subject property;

   c. by a concrete drive and a dirt drive along the East property line; and

   d. by irrigation ditches onto adjoining property along the South property line.

DISTRICT PLANNING GROUP

Historical Report

Cornerstone by Pulte

PID 2324-413-0000-000-9 & 2324-431-0001-000-2

There are no known historical resources present on the subject property.



Leslie Olson, AICP

Principal

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2721 S JENKINS RD
Sec/Town/Range: 24/35S/39E
Parcel ID: 2324-413-0000-000-9
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 14293
Map ID: 23/24S
Zoning: General Co

Ownership

Cornerstone Fort Pierce Dev

c/o ECHO Real Estate Services Company
560 Epsilon Dr
Pittsburgh, PA 15238



Legal Description

24 35 39 THAT PART OF S 3/4 OF SE 1/4 LYG ELY OF ELY RD R/W LI OF I-95 R/W-LESS W 200 FT OF N 296 FT OF E 860.50 FT AND LESS E 40 FT AND LESS THAT PART MPDAF: FROM SE COR OF SEC RUN N 00 00 08 E ALG E SEC LI 357.69 FT,TH N 89 59 52 W 60 FT TO POB AND CURVE CONC SW,R OF 38 FT,TH WLY ALG ARC 19.90 FT,TH N 89 59 52 W 161.61 FT TO CURVE CONC SE,R OF 58 FT,TH SWLY ALG ARC 91.11 FT,TH N 00 00 08 E 89.67 FT,TH N 89 59 52 W 28.66 FT,TH N 00 00 08 E 29.98 FT,TH N 89 59 52 W 165.18 FT,TH N 00 00 08 E 19 FT,TH N 00 04 56 W 26 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 49.34 FT,TH N 00 00 08 E 19 FT,TH N 16 29 09 W 27.12 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 144.34 FT,TH N 00 00 08 E 15.15 FT,TH N 89 59 52 W 264.77 FT,TH S 00 03 41 W 7.67 FT,TH N 89 59 52 W 187.24 FT TO CURVE CONC W,R OF 298 FT,TH NLY ALG ARC 44.08 FT,TH N 00 00 08 E 383.90 FT,TH S 89 59 52 E 340.07 FT,TH S 00 00 08 W 8.79 FT,TH S 89 59 52 E 45.75 FT,TH S 00 00 08 W 12.20 FT,TH S 89 59 52 E 351.62 FT,TH S 00 00 08 W 19 FT,TH S 89 59 52 E 106.57 FT,TH S 00 00 08 W 491.62 FT TO CURVE CONC NE,R OF 38 FT,TH SELY ALG ARC 59.69 FT,TH S 89 59 52 E 109.98 FT,TH N 74 48 27 E 72.12 FT TO CURVE CONC NW,R OF 38 FT,TH NELY ALG ARC 26.17 FT,TH S 00 00 08 W 94.03 FT TO POB- (42.053 AC) (OR 2736-1681)

Current Values

Just/Market Value:	$3,606,400
Assessed Value:	$3,324,769
Exemptions:	$0
Taxable Value:	$3,324,769

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	42.05
Land Size (SF):	1,831,829

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 5, 2007	2736 / 1681	XX02	SPWD	FP Land Ltd	$25,000,000
Mar 30, 2006	2528 / 2870	XX01	SPWD	NSLWCD	$1,700,000
Oct 1, 1987	0561 / 0810	XX01	CV		$355,000
Oct 1, 1987	0561 / 0810	XX00	CV		$355,000
Mar 1, 1979	0304 / 2145	XX00	CV		$150,000
Aug 1, 1976	0255 / 2359	XX00	CV		$135,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$3,606,400
Just/Market:	$3,606,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$281,631
Assessed:	$3,324,769
Exemption(s):	$0
Taxable:	$3,324,769

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	116	Fort Pierce Stormwater Charge	$8,004.00
2013	0054	42.05301	North St. Lucie Water Management District	$1,009.27

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$3,606,400	$3,324,769	$0	$3,324,769
2022	$3,606,400	$3,022,518	$0	$3,022,518
2021	$2,747,744	$2,747,744	$0	$2,747,744
2020	$2,747,744	$2,747,744	$0	$2,747,744

Permits

Number	Issue Date	Description	Amount	Fee
RF20052017	May 27, 2005	Roof	$5,970	$60

BP18-0949	Apr 19, 2018	Demolition	$69,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: S JENKINS RD
Sec/Town/Range: 24/35S/39E
Parcel ID: 2324-431-0001-000-2
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 138925
Map ID: 23/24S
Zoning: General Co

Ownership

Cornerstone Fort Pierce Dev

c/o ECHO Real Estate Services Company
560 Epsilon Dr
Pittsburgh, PA 15238



Legal Description

24 35 39 THAT PART OF SEC MPDAF: FROM SE COR OF SEC RUN N 00 00 08 E ALG E SEC LI 357.69 FT,TH N 89 59 52 W 60 FT TO POB AND CURVE CONC SW,R OF 38 FT,TH WLY ALG ARC 19.90 FT,TH N 89 59 52 W 161.61 FT TO CURVE CONC SE,R OF 58 FT,TH SWLY ALG ARC 91.11 FT,TH N 00 00 08 E 89.67 FT,TH N 89 59 52 W 28.66 FT,TH N 00 00 08 E 29.98 FT,TH N 89 59 52 W 165.18 FT,TH N 00 00 08 E 19 FT,TH N 00 04 56 W 26 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 49.34 FT,TH N 00 00 08 E 19 FT,TH N 16 29 09 W 27.12 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 144.34 FT,TH N 00 00 08 E 15.15 FT,TH N 89 59 52 W 264.77 FT,TH S 00 03 41 W 7.67 FT,TH N 89 59 52 W 187.24 FT TO CURVE CONC W,R OF 298 FT,TH NLY ALG ARC 44.08 FT,TH N 00 00 08 E 383.90 FT,TH S 89 59 52 E 340.07 FT,TH S 00 00 08 W 8.79 FT,TH S 89 59 52 E 45.75 FT,TH S 00 00 08 W 12.20 FT,TH S 89 59 52 E 351.62 FT,TH S 00 00 08 W 19 FT,TH S 89 59 52 E 106.57 FT,TH S 00 00 08 W 491.62 FT TO CURVE CONC NE,R OF 38 FT,TH SELY ALG ARC 59.69 FT,TH S 89 59 52 E 109.98 FT,TH N 74 48 27 E 72.12 FT TO CURVE CONC NW,R OF 38 FT,TH NELY ALG ARC 26.17 FT,TH S 00 00 08 W 94.03 FT TO POB (9.057 AC) (OR 2736-1681)

Current Values

Just/Market Value:	$828,500
Assessed Value:	$716,082
Exemptions:	$0
Taxable Value:	$716,082

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	9.06
Land Size (SF):	394,536

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 5, 2007	2736 / 1681	XX02	SPWD	FP Land Ltd	$25,000,000
Jun 17, 2005	2279 / 0933	XX01	WD	Fort Pierce Properties LLC,	$9,785,000
Nov 18, 2003	1849 / 1189	XX00	WD	Twenty Six Associates, LLC.	$2,400,000
Jun 16, 2003	1738 / 1793	XX00	TRUST	Brisben William O	$1,441,500
Jul 3, 2001	1410 / 2288	XX00	WD	Thomas Jr Roy P	$450,000
May 31, 1996	1027 / 2012	XX01	PRDEED	Thomas Myrtle L	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$828,500
Just/Market:	$828,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$112,418
Assessed:	$716,082
Exemption(s):	$0
Taxable:	$716,082

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	24.7	Fort Pierce Stormwater Charge	$1,704.30
2013	0054	9.0573	North St. Lucie Water Management District	$217.38

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$828,500	$716,082	$0	$716,082
2022	$828,500	$650,984	$0	$650,984
2021	$591,804	$591,804	$0	$591,804
2020	$591,804	$591,804	$0	$591,804

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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O'ROURKE
ENGINEERING & PLANNING
ATMC Company

September 3, 2024

To: Aimee Carlson

From: Susan O'Rourke

Re: Cornerstone Site

O'Rourke Engineering & Planning (O'REP) is pleased to provide a land use plan amendment analysis of the 51.11 acre planned development to be located west of Jenkins Road and south of Okeechobee Road in Fort Pierce, St Lucie County, Florida. The project site plan and location are provided in **Attachment A**.

Existing Land Use Description

The existing land use is categorized as General Commercial. This land use allows for a maximum of either 15 dwelling units per acre or a 1.0 floor area ratio (FAR). With the site consisting of 51.11 acres, 1.0 FAR allows for 2,226,351 square feet of commercial space and a trip generation of 45,436 daily trips, 1,027 AM peak hour trips with 687 entering and 340 exiting and 3,742 PM peak hour trips with 1,766 entering and 1,976 exiting. The existing trip generation is shown in **Table 1a, 1b, and 1c**.

Proposed Land Use Description

The future land use is proposed to be classified as Residential Medium with a Planned Development zoning. The land use allows for a maximum of 12 dwelling units per acre. With the site consisting of 51.11 acres, the maximum proposed land use allows for 613 dwelling units and has a trip generation of 5,350 daily trips, 388 AM peak hour trips with 97 entering and 291 exiting and 546 PM peak hour trips with 344 entering and 202 exiting. The proposed trip generation is shown in **Table 2a, 2b, 2c**.

Conclusion

The proposed land use will result in a decrease in trips and therefore further analysis of the land use change is not required.

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Boulevard Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 9/3/2024 License #: 42684

Table 1 - Trip Generation - Existing General Commercial

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	T = 26.11(X) + 5863.73	50%	50%	31,997	31,997	63,994	-	-	-	0.0%	31,997	31,997	63,994	9,279	9,279	18,558	29.0%	22,718	22,718	45,436
TOTALS							**31,997**	**31,997**	**63,994**	**-**	**-**	**-**	**0.0%**	**31,997**	**31,997**	**63,994**	**9,279**	**9,279**	**18,558**	**29.0%**	**22,718**	**22,718**	**45,436**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	T = 0.59(X) + 133.55	62%	38%	897	550	1,447	-	-	-	0.0%	897	550	1,447	210	210	420	29.0%	687	340	1,027
TOTALS							**897**	**550**	**1,447**	**-**	**-**	**-**	**0.0%**	**897**	**550**	**1,447**	**210**	**210**	**420**	**29.0%**	**687**	**340**	**1,027**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	Ln(T) = 0.72Ln(X) + 3.02	48%	52%	2,530	2,740	5,270	-	-	-	0.0%	2,530	2,740	5,270	764	764	1,528	29.0%	1,766	1,976	3,742
TOTALS							**2,530**	**2,740**	**5,270**	**-**	**-**	**-**	**0.0%**	**2,530**	**2,740**	**5,270**	**764**	**764**	**1,528**	**29.0%**	**1,766**	**1,976**	**3,742**

Source: ITE 11th Edition Trip Generation Rates

Table 2 - Trip Generation - Proposed Residential Medium

Table 2a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.92Ln(X) + 2.68	50%	50%	2,675	2,675	5,350	-	-	-	0.0%	2,675	2,675	5,350	-	-	-	0.0%	2,675	2,675	5,350
TOTALS							**2,675**	**2,675**	**5,350**	**-**	**-**	**-**	**0.0%**	**2,675**	**2,675**	**5,350**	**-**	**-**	**-**	**0.0%**	**2,675**	**2,675**	**5,350**

Source: ITE 11th Edition Trip Generation Rates

Table 2b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.91Ln(X) + 0.12	25%	75%	97	291	388	-	-	-	0.0%	97	291	388	-	-	-	0.0%	97	291	388
TOTALS							**97**	**291**	**388**	**-**	**-**	**-**	**0.0%**	**97**	**291**	**388**	**-**	**-**	**-**	**0.0%**	**97**	**291**	**388**

Source: ITE 11th Edition Trip Generation Rates

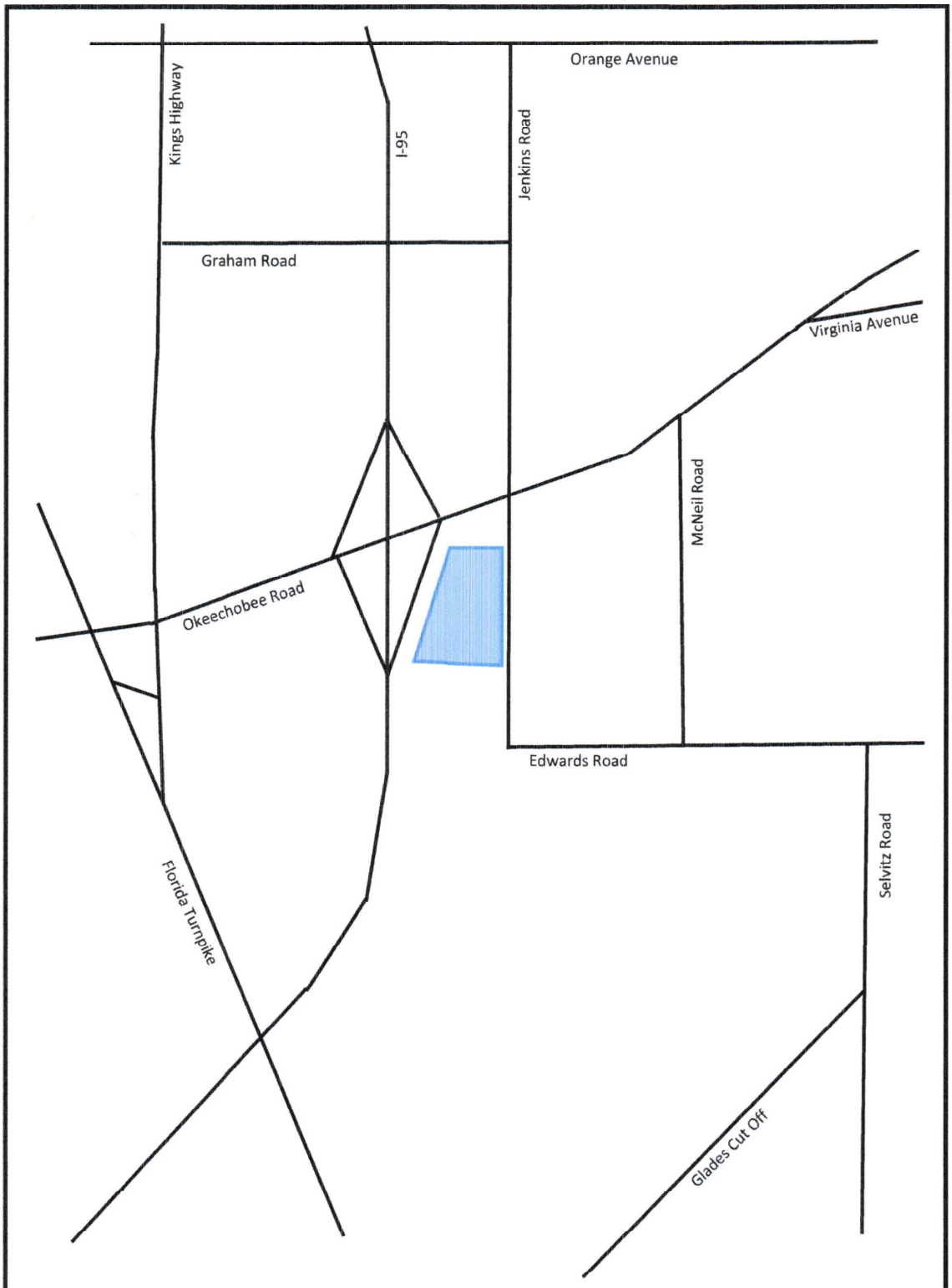
Table 2c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.94Ln(X) + 0.27	63%	37%	344	202	546	-	-	-	0.0%	344	202	546	-	-	-	0.0%	344	202	546
TOTALS							**344**	**202**	**546**	**-**	**-**	**-**	**0.0%**	**344**	**202**	**546**	**-**	**-**	**-**	**0.0%**	**344**	**202**	**546**

Source: ITE 11th Edition Trip Generation Rates

ATTACHMENT A

Project Location



N

O'ROURKE ENGINEERING & PLANNING

A TMC Company

NTS

3725 S. East Ocean Blvd
Stuart, Fl, 34996 Suite 201

Job #:

Date:

Legend

= Project Location

Figure 1

Project Location

Cornerstone Site

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Pulte-Cornerstone - 2721 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 4th, 2026

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE:  **DATE:** January 5th, 2026

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 01/04/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/04/2026

K. Yan
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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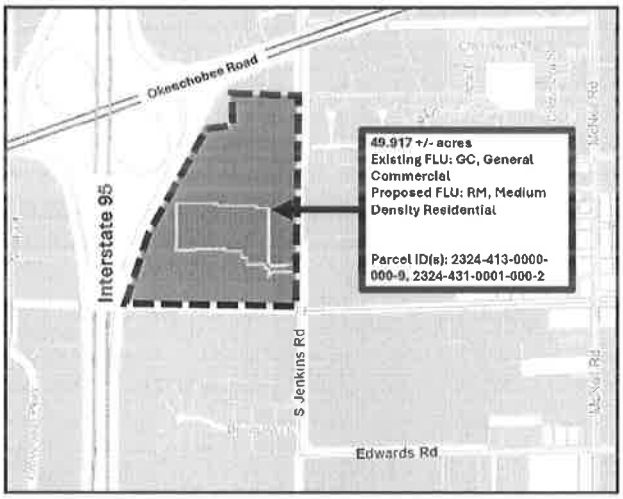
State of Wisconsin

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 20, 2026 at 5:05 p.m. and Monday, February 2, 2026 at 5:05 p.m. hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-009 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PARCELS: 2324-413-0000-000-9 and 2324-431-0001-000-2



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 1/4/2026

TR-43192572

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AFFIDAVIT OF PUBLICATION

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Accounts Payable Dept
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Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

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SCN StLucie-IndianRv-Stuart 01/04/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/04/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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CITY OF FORT PIERCE-
COMPREHENSIVE PLAN
AMENDMENT
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 163.3184, 163.3184, and 166.041 F.S., will on Tuesday, January 20, 2026 at 5.05 p.m. hold a public hearing for the transmittal hearing of the enactment of a proposed ordinance in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida.

ORDINANCE 26-002 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN PURSUANT TO THE EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR INCORPORATION OF THE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND APPLICABLE REVIEWING AGENCIES; AUTHORIZING THE MAYOR TO EXECUTE AN AFFIDAVIT ATTESTING TO THE LEGAL COMPLIANCE OF THE COMPREHENSIVE PLAN AMENDMENTS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/s/ Linda W. Cox, City Clerk
Publish: January 4, 2026

TR-43192577

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Vennis Gilmore, Assistant Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Cornerstone-Pulte FLUMA Ordinance Review

CAO RLS FILE: RLS 24-455

DATE: December 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Future Land Use Map Amendment. The Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 02/02/2026

Re: Pulte-Cornerstone Master PD Rezoning

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-037 Review and approval of a Zoning Map Amendment by applicant Leslie Olson to change the zoning of two (2) parcels of land from General Commercial Zone, C-3, to Planned Development, PD at 2721 S Jenkins Road, more specifically at Parcel ID(s): 2324-413-0000-000-9 & 2324-431-0001-000-2 - SECOND READING

SUMMARY:

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Master Planned Development (PD) Zoning District. The application proposes a two-hundred-and-fifty-unit fee simple single-family residential master planned development community with a range of home sizes, a range of designs, and amenities such as a linear park connecting the recreational area to a pocket park providing additional buffer for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to I-95.

History

On November 3, 2008, the City Commission approved a site plan to construct a 383,605 square foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. The anchor tenant for the proposed development was a Target retail store.

On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential.

On August 11, 2025, the Planning Board recommended approval of the proposed Master Planned Development with fourteen (14) conditions. The applicant has since resubmitted recommended amendments to conditions and a new phasing plan with a new bus stop location.

On October 13, 2025, an updated proposal for the Pulte-Cornerstone Master Planned Development was presented to the Planning Board due to the applicant’s concerns with

several conditions that were recommended, and the submittal of a new phasing plan. During the meeting, the applicant presented a completely different phasing plan that was not included in the October 13 th, 2025, Planning Board agenda. The St. Lucie County Schools representative stated that the School Board would prefer the bus stop location to be at the amenity center. Both the Staff and the Planning Board agreed that project conditions and approvals should be negotiated and agreed upon by the Technical Review Committee and the Applicants before being presented to the Planning Board for a recommendation. Therefore, a motion was made to table the subject agenda item until the November 10 th, 2025, Planning Board meeting. The motion was approved unanimously by the Planning Board. The applicant has since provided a new phasing plan (includes the cross-access and bus stop at the amenity center in phase 1), updated developer's agreement, HUD Attenuation Guidelines, and FDOT Noise Attenuation Guidelines.

Should this application be granted, an Application for a Final PD will be required prior to application for Building Permits.

RECOMMENDATION:

Staff's recommendation is for the City Commission to **APPROVE** the Master Planned Development and Site Plan subject to the 14 Conditions as noted.

Conditions

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of

the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

a. A Landscape plan per section 123-4 of the City Ordinance.
b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The heights of proposed buildings and structures.
d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.
13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter

18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

From Figure 18-3 Building Noise Reduction Factors:

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

ALTERNATIVES:

1. Approval with alternative/additional conditions.
OR
2. Disapproval.

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Staff Presentation
Ordinance 25-037
Ordinance 25-037 Development Agreement
Staff Report Supporting Documents
Application Supporting Documents
Response to Traffic Impact Analysis from TMC Consultants
Final Phasing Plan Proposal
HUD Noise Attenuation Guidelines
FDOT Noise Attenuation Guidelines
Adjacent Property Owner Support Letter
Master PD Site Plan for Digital Signature
Public Notice Certification
CA Memo 25-414
Proof of Publication
Applicant Exhibits

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **PULTE-CORNERSTONE PLANNED DEVELOPMENT – ZONING ATLAS MAP AMENDMENT (MASTER DEVELOPMENT PLAN) – PROJECT #: PD2024-00007**

REVIEWER: **VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER**

COMMISSION DATE: **1/20/2026**

STAFF REPORT

Owner: Cassie McCrain, Cornerstone Fort Pierce Development, LLC

Applicant: Leslie Olson, District Planning Group

Requested Action: A review of an application for a Zoning Atlas Map Amendment of two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan.

Location: Generally located at or near 2721 S Jenkins Road in Fort Pierce, FL.

Parcel IDs: 2324-413-0000-000-9 & 2324-431-0001-000-2

Site Area: 49.92 +/- Acres

Current FP Zoning: C-3, General Commercial Zone

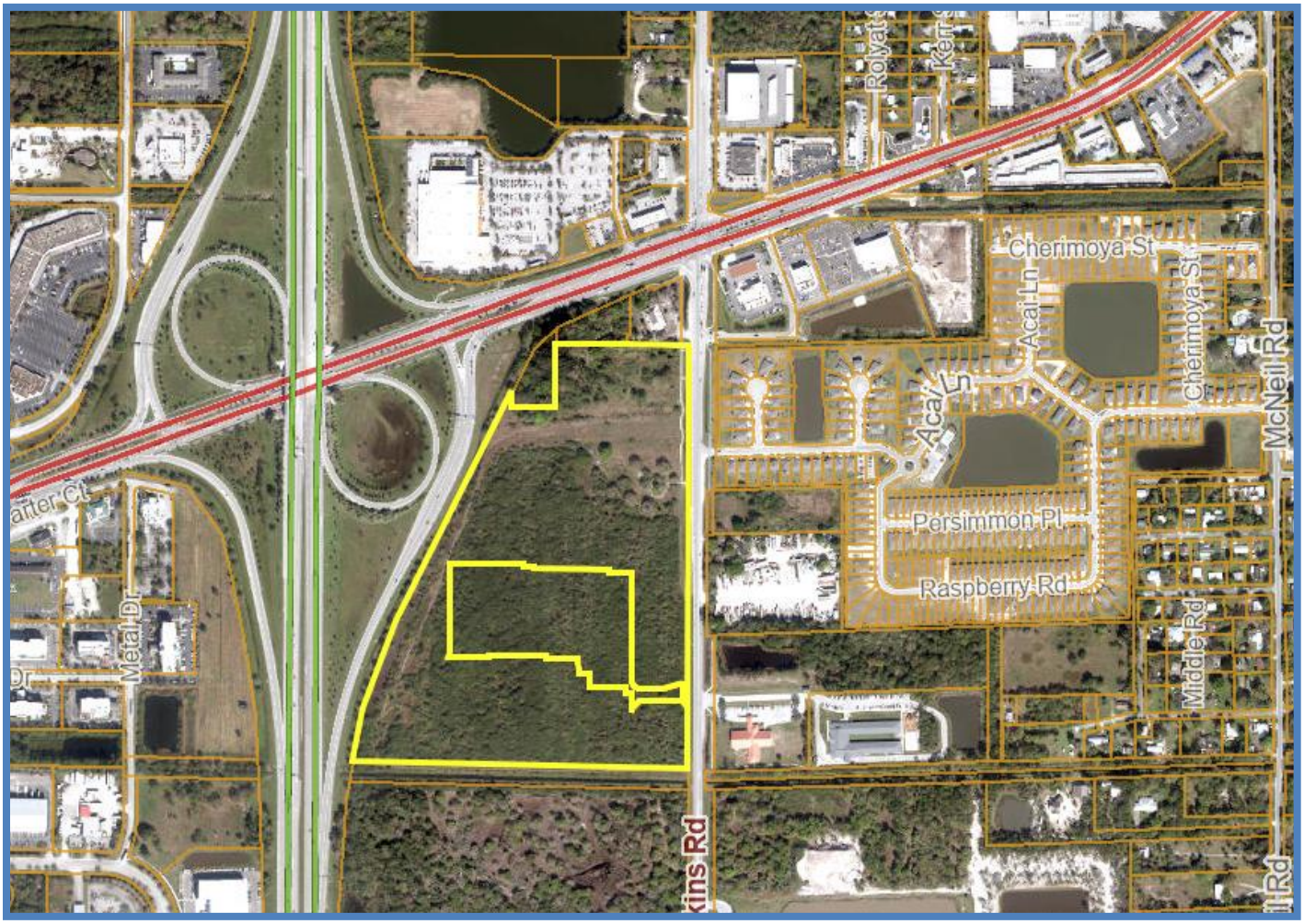
Current FP Future Land Use: GC, General Commercial

Proposed FP Zoning: PD, Planned Development Zone

Proposed FP Future Land Use: RM, Medium-Density Residential

Utilities: Located within FPUA Service Area

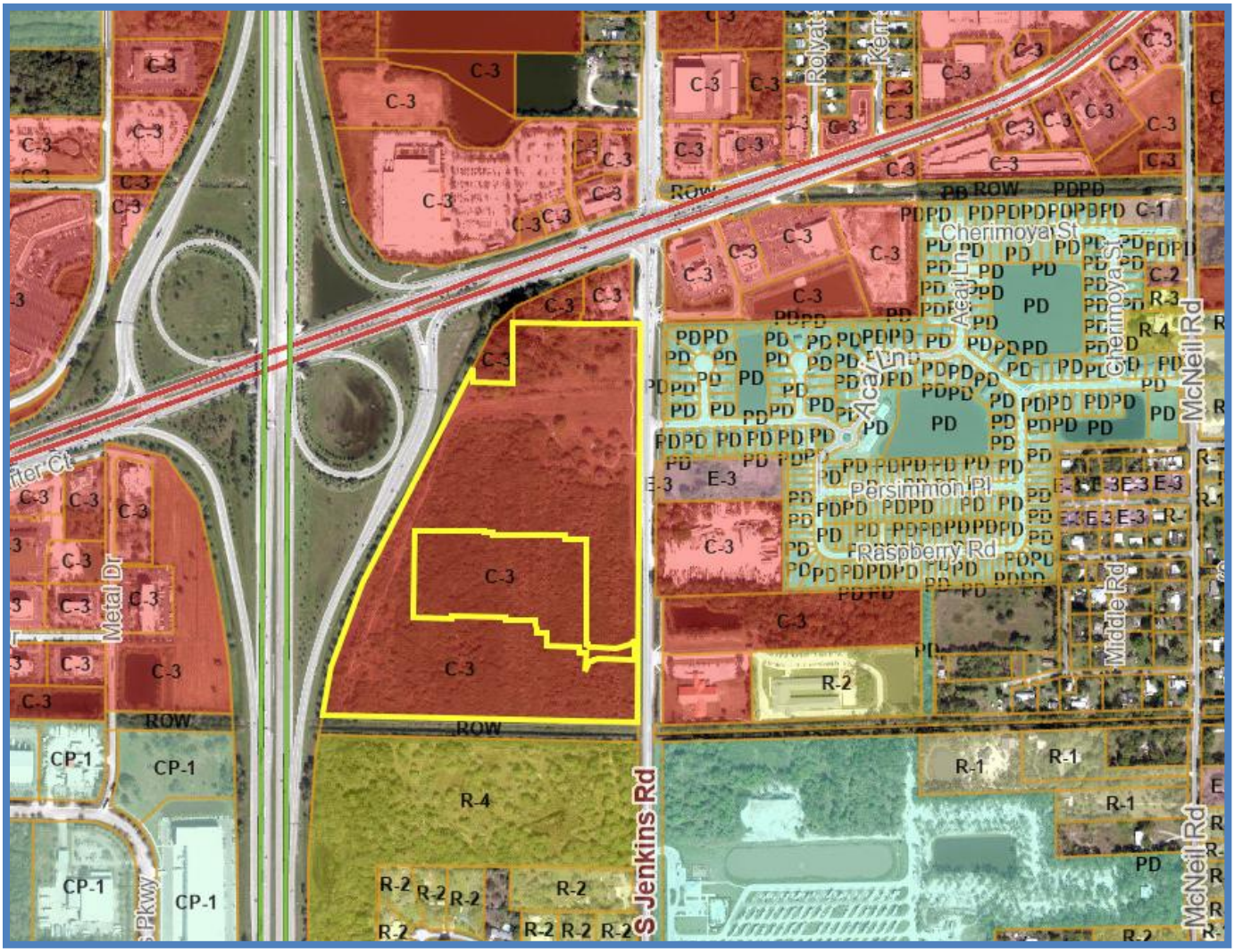
Location Map:


Cherimoya St
Acai Ln
Persimmon Pl
Raspberry Rd
McNeil Rd
Middle Rd
Metal Dr

FP Future Land Use Map:



FP Zoning Map:



Request

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Existing Zoning: Sec. 125-200. – (C-3) General Commercial Zone

Purpose. The district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Proposed Zoning: Sec. 125-212. – (PD) Planned Development Zone

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

Existing Future Land Use: Comprehensive Plan, 1.1.6 Policy (B) Commercial

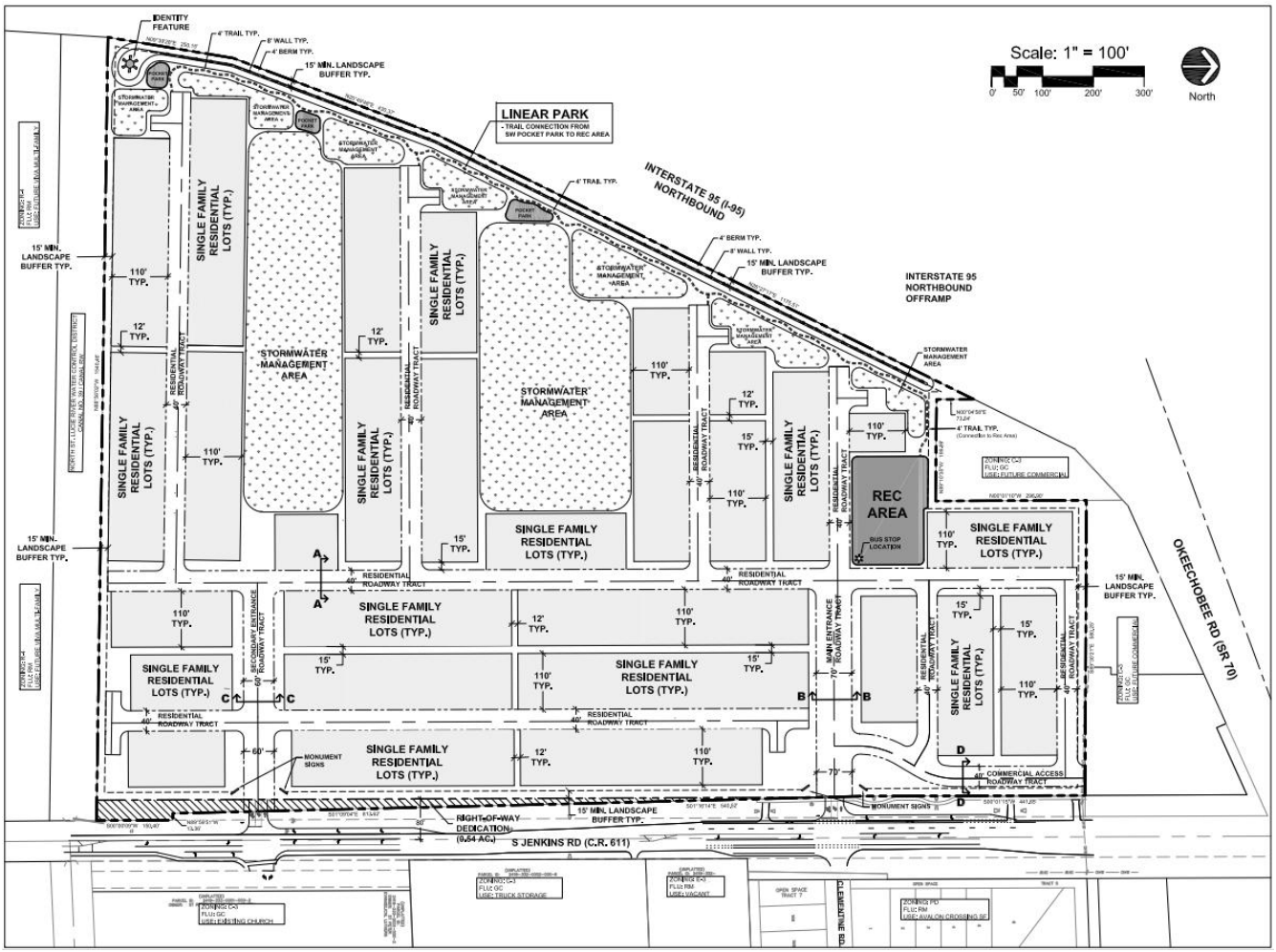
General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

Existing Future Land Use: Comprehensive Plan, 1.1.6 Policy (A) Residential

Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended

to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

Master Site Plan



New Illustrative Site Plan


IDENTITY FEATURE
4' TRAIL TYP.
8' Wall
4' Berm @ 3:1
LINEAR PARK
- TRAIL CONNECTION FROM SW PROPERTY TO REC AREA
INTERSTATE 95 (I-95) NORTHBOUND
INTERSTATE 95 NORTHBOUND OFFRAMP
Picnic Area
LAKE 2
2.37 Ac.
LAKE 1
2.70 Ac.
REC / POOL AREA
Bus Stop
MAIN ENTRANCE
SECONDARY ENTRANCE
R/W DEDICATION (0.54 AC.)
S JENKINS RD (C.R. 611)
OKEECHOBEE RD (SR 70)
CLEMENTINE RD
Legend
Lot Type "A" (48' x 110')
- 55 Total Lots
Lot Type "B" (38' x 110')
- 184 Total Lots
North

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	2324413000000009 2324431000010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		250 Units
Proposed Gross Site Density:		5 DU / Ac.

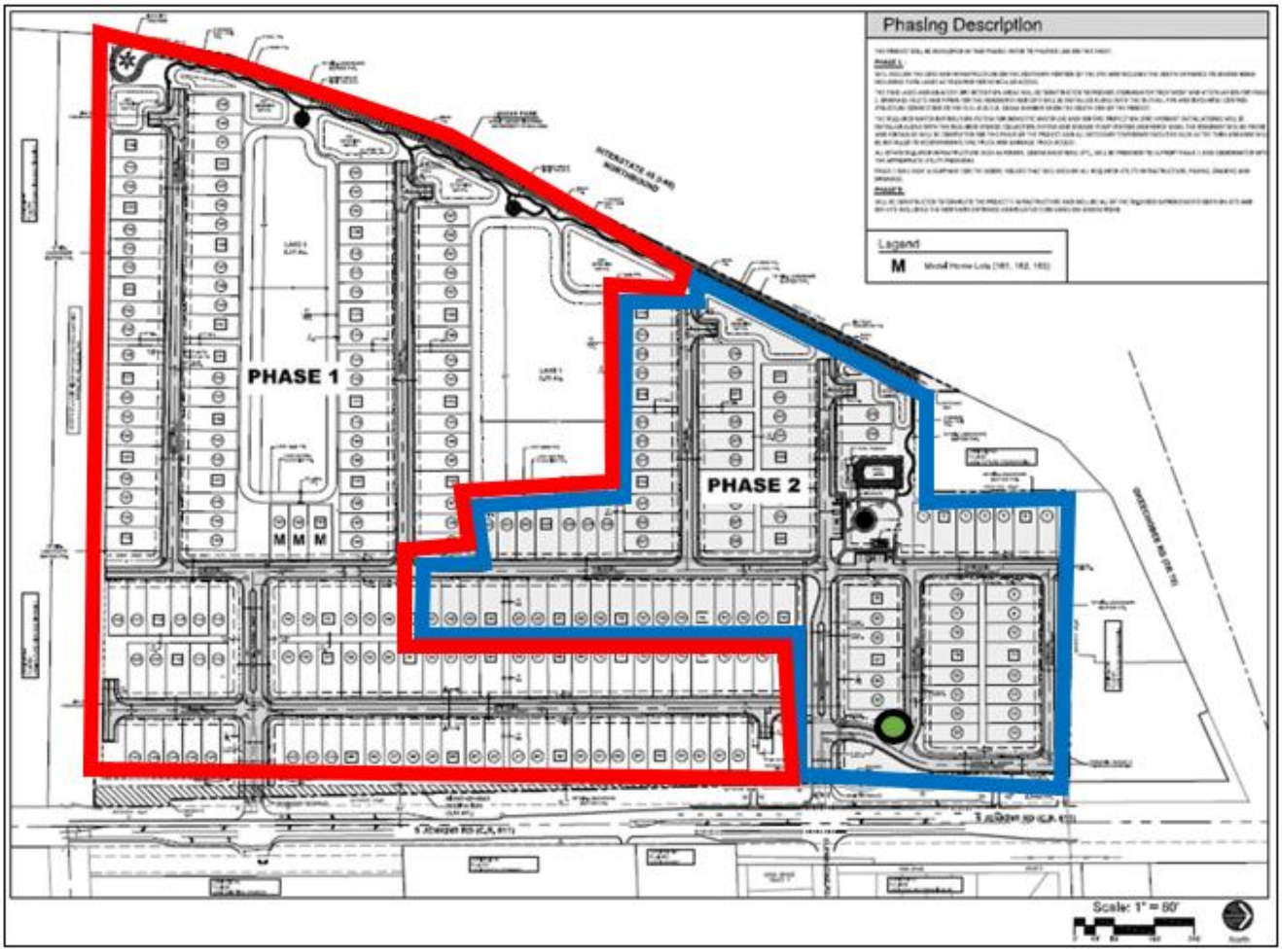
Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Original Master Phasing Plan

The project will be developed in two (2) phases.



- 250 Single-Family Homes (variety of home sizes)
- Linear Park (starts from the recreation area to the south)
- Pocket Park
- Pool
- Recreational Playground
- Public Art Identity Feature

Phase 1

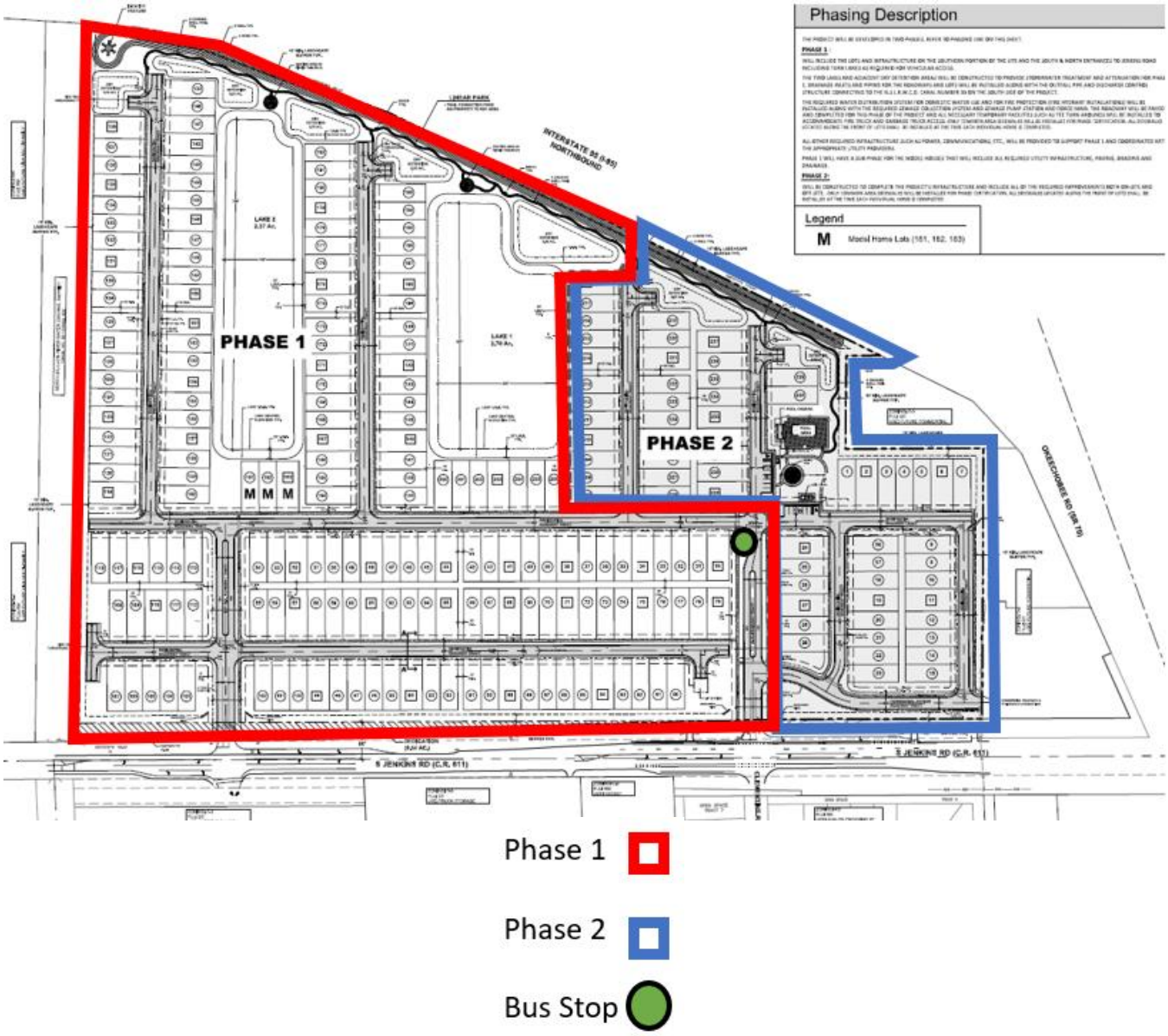
Phase 2

Bus Stop

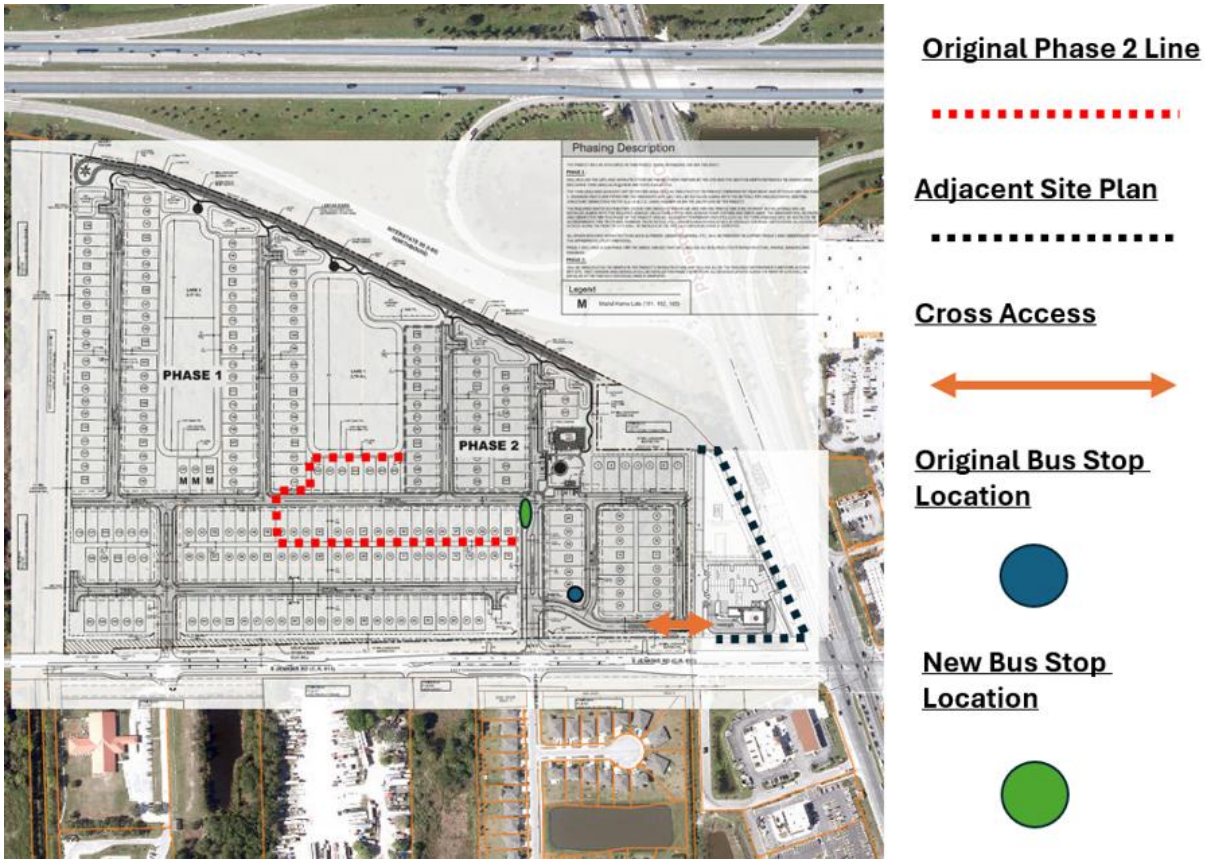
Planning Board Concerns – 8.11.25 Meeting

- The Board was concerned about the School District's approval of the School Bus Stop location
- It was confirmed that the School District approves of a more eastern location and encourages that bus stop locations for all developments not to ride through residential developments.
- The Board requested that the Original Bus Stop location and cross-access be included in the proposed Phase 1 of the Planned Development.
- The applicant has submitted a new Phasing Plan with a new Bus Stop location.

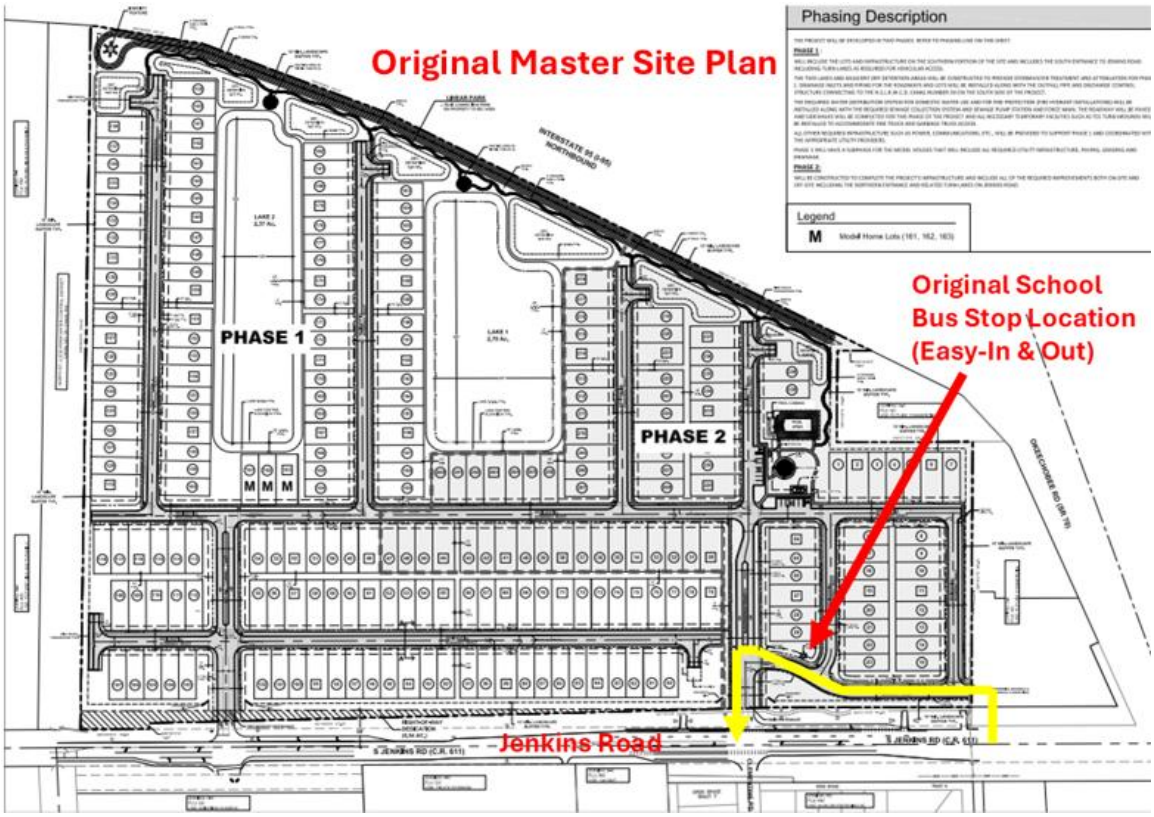
10.13.25 Planning Board - Proposed Master Site Plan Phasing



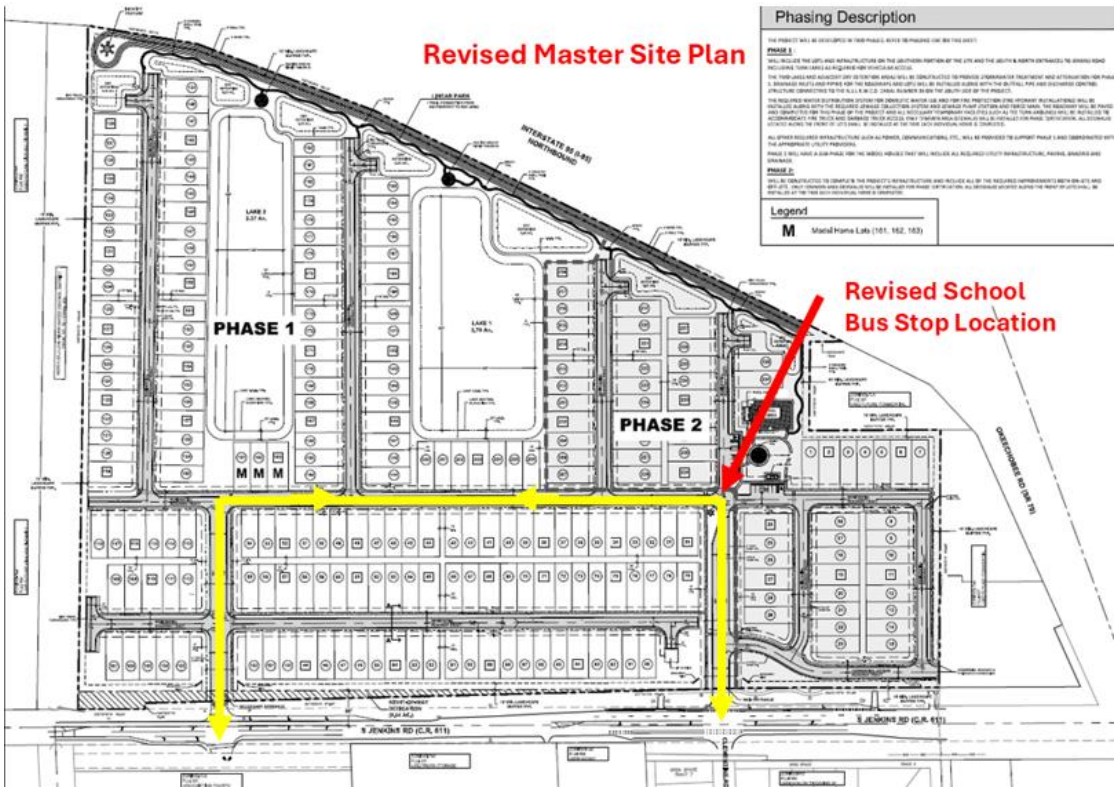
10.13.25 Planning Board - Master Phasing Plan Changes



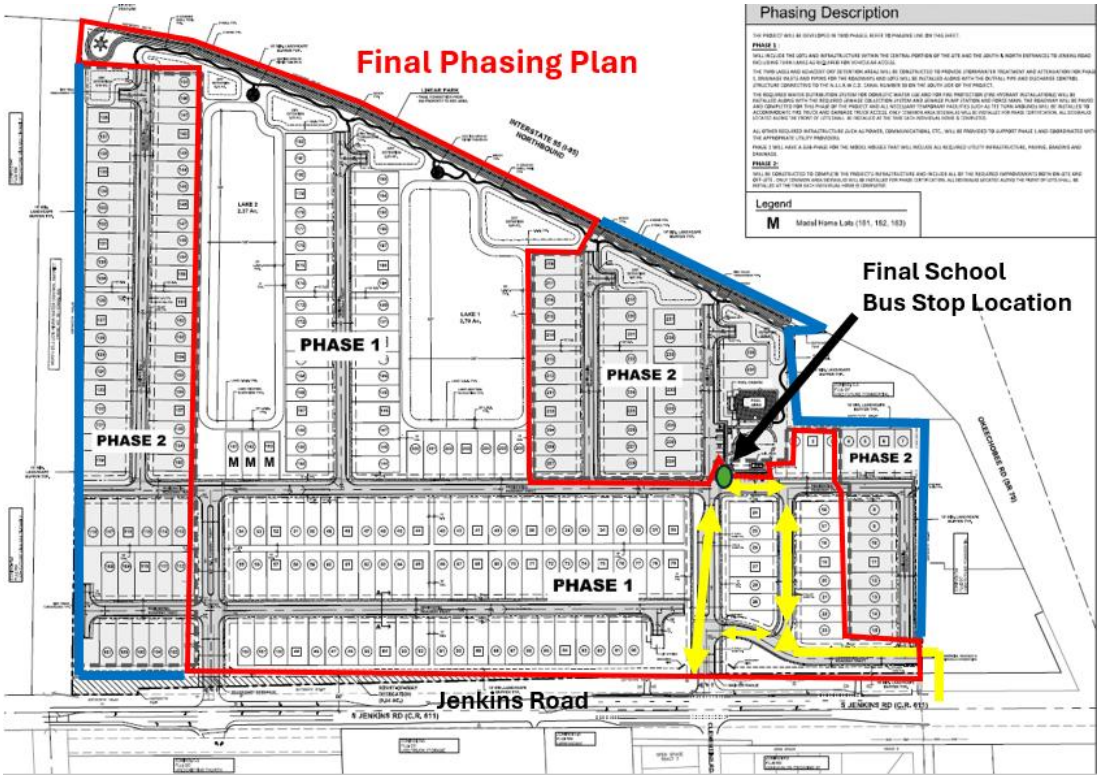
Original Bus Route Option



10.13.25 Planning Board - Bus Route Option



11.10.25 Planning Board – Final Phasing Plan & Bus Route



Phase 1 will include the lots and infrastructure on the southern portion of the Site and includes the south entrance to Jenkins Road, including turn lanes as required for vehicular access.

The two lakes and adjacent dry detention areas will be constructed to provide stormwater treatment and attenuation for phase 1. Drainage inlets and piping for the roadways and lots will be installed along with the outfall pipe and discharge control structure connecting to the North St. Lucie River Water Control District (N.S.L.R.W.C.D.) canal number 39 on the south side of the project.

The required water distribution system for domestic water use and fire protection (fire hydrant installations) will be installed along with the required sewage collection system, sewage pump station, and force main. The roadway will be paved, and sidewalks will be completed for this phase of the project, and all necessary temporary facilities, such as tee-turn arounds, will be installed to accommodate fire truck and garbage truck access.

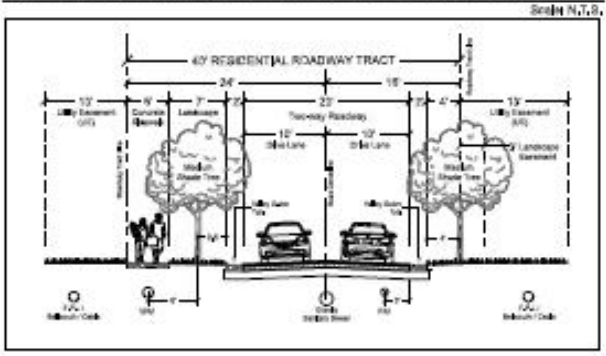
All other required infrastructure, such as power, communications, etc., will be provided to support phase 1 and coordinated with the appropriate utility providers.
Phase 1 will have a subphase for the model houses that will include all required utility infrastructure, paving, grading, and drainage.

Phase 2 will be constructed to complete the project's infrastructure and include all of the required improvements, both on-site and off-site, including the Northern entrance and related turn lanes on Jenkins Road.

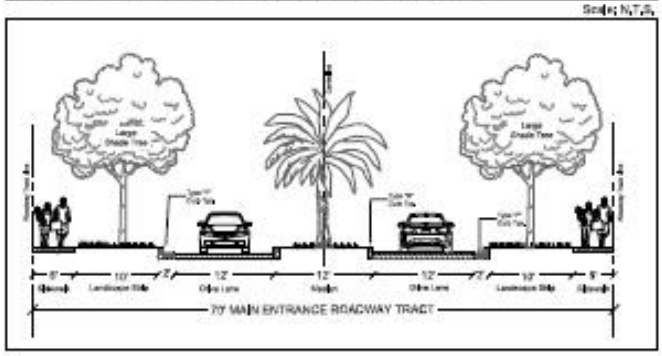
Design Review
Further design review shall be required at the Final Planned Development Site Plan.

Landscaping
A full mitigation analysis and a tree survey shall be required at Final Planned Development Site Plan. The applicant has provided two (2) typical sections of 70 ft. and 60 ft. Right-Of-Ways for the two (2) entrance boulevards with street trees, a typical section of 40 ft. Right-Of-Way for residential streets with street trees, and a typical section of 40 ft. Right-Of-Way for the Commercial Access Roadway Tract in the northeast corner of the property.

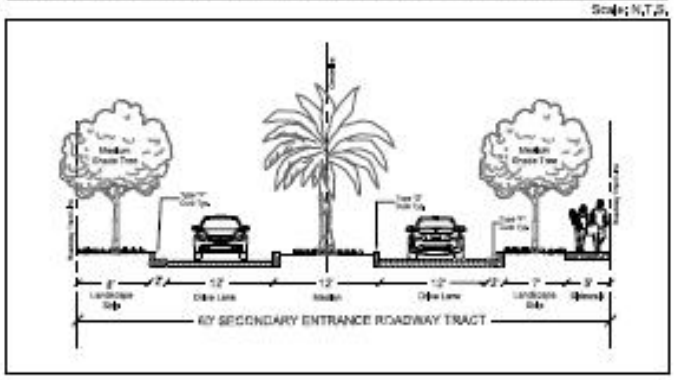
Section A-A: 40' Typical Residential Roadway Tract



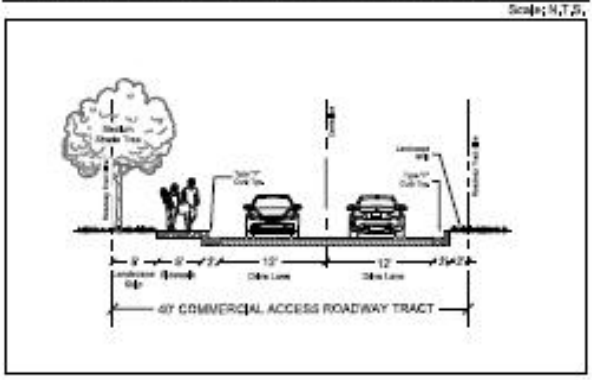
Section B-B: 70' Main Entrance Roadway Tract



Section C-C: 60' Secondary Entrance Roadway Tract



Section D-D: 40' Commercial Access Roadway Tract



Traffic Impact Statement

The traffic analysis is submitted and will require further analysis at Final PD Site Plan in terms of any required improvements to South Jenkins Road, including a potential traffic light and cross-access with a neighboring commercial parcel.

- Weekday Daily
  - 2,336 Total
  - 1,168 Entry
  - 1,168 Exit
- Weekday Peak Hours of Adjacent Street in the AM
  - 171 Total
  - 43 Entry
  - 128 Exit
- Weekday Peak Hour of Adjacent Street in the PM
  - 234 Total
  - 147 Entry
  - 87 Exit

The greatest peak hour peak direction anticipated with the project is the 147 PM Entry trips. Based upon the City of Fort Pierce Code of Ordinance Section 105-5.f.2.b the analysis considers the project to be a "minimal-scale" impact project.

Environmental

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents. All avian species present are protected habitats on site.

Storm Drainage

Calculations indicate that the project site can fully accommodate the required water quality treatment volume and the 5-year, 1-day storm event on-site. The proposed project is for the development of a single-family residential community including buildings, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce. A full stormwater analysis will be required at Final PD Site Plan.

Solid Waste

This project may require the utilization of a dumpster for solid waste and recyclable items. If required, a dumpster shall be incorporated within the Final PD Site Plan, with any enclosure shall meet the City's design requirements.

Technical Review Committee

Affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

The St. Lucie County School District has been notified of the bus stop location change.

Planning Board

On November 10th, 2025, the Planning Board voted unanimously to APPROVE the Zoning Atlas Map Amendment (Master Planned Development).

Recommended Conditions of Approval

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

- The approximate date when construction of the project can be expected to begin.

- The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

- A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape plan per section 123-4 of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The heights of proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

    Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

Staff Recommendation:

The proposed application meets the standards of the City's Code Section 125-212, and 125-314. Therefore, Staff recommends that the City Commission **APPROVE** the Master Planned Development subject to the Fourteen (14) Conditions as noted.

Alternative Recommendations:

APPROVAL – with Amended/Additional Conditions

OR

DISAPPROVAL/DENIAL

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

JANUARY 20th, 2026

Pulte-Cornerstone – REZONING (Master Planned Development)

2721 South Jenkins Road

(2324-413-0000-000-9 & 2324-431-0001-000-2

APPLICANT

Leslie Olson, District Planning Group

OWNER

Cassie McCrain, Cornerstone Fort Pierce Development, LLC

PARCEL ID #(S):

2324-413-0000-000-9 & 2324-431-0001-000-2

SUMMARY

Request for review of application for a Zoning Atlas Map Amendment of two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan.

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Master Planned Development (PD) Zoning District. The application proposes a two-hundred-and-fifty-unit fee simple single-family residential master planned development community with a range of home sizes, a range of designs, and amenities such as a linear park connecting the recreational area to a pocket park providing additional buffer for the new neighborhood from I-95.

HISTORY

- On November 3, 2008, the City Commission approved a site plan to construct a 383,605 square foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. The anchor tenant for the proposed development was a Target retail store.

- On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential.

- On August 11, 2025, the Planning Board recommended approval of the proposed Master Planned Development with fourteen (14) conditions.

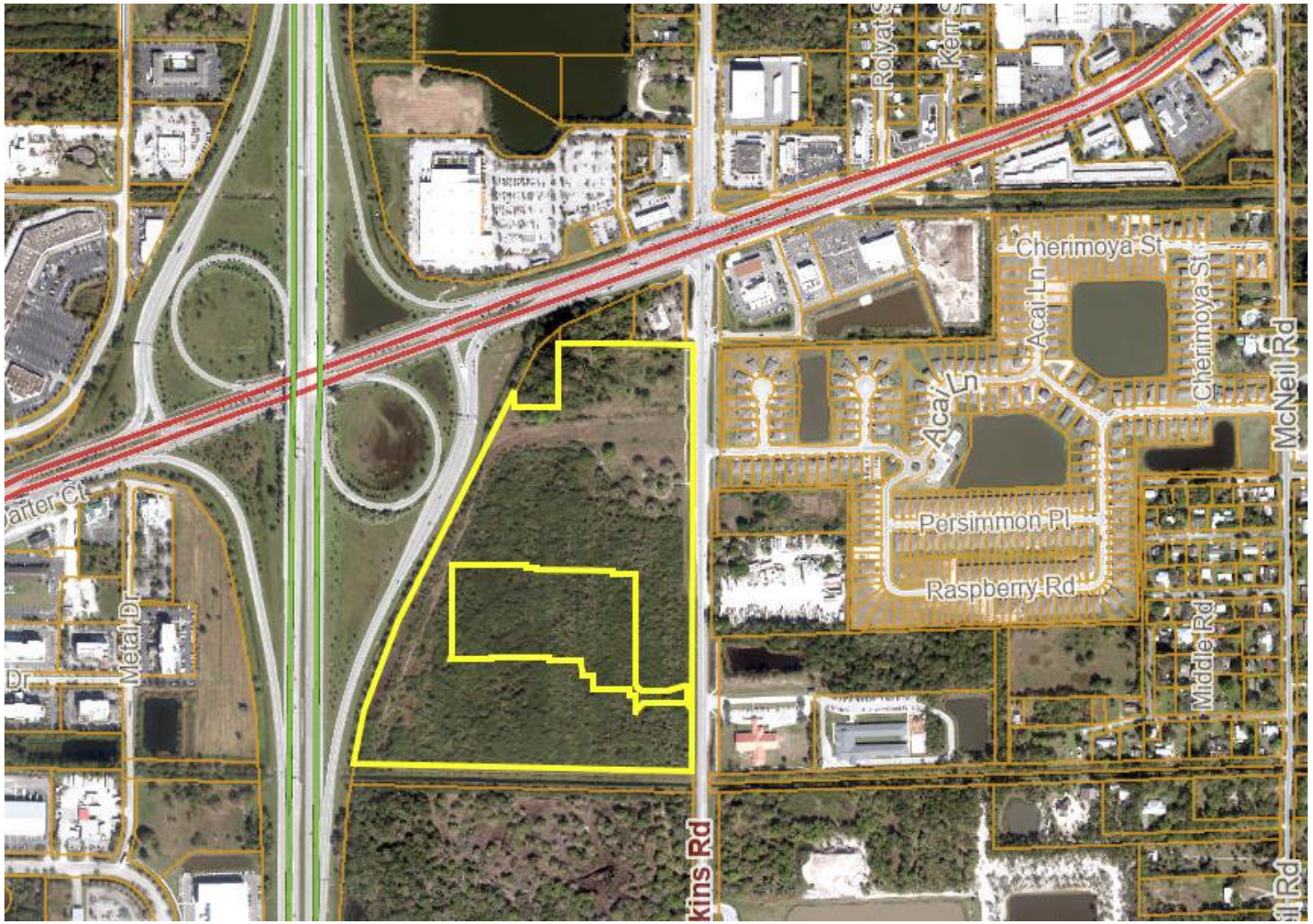
HISTORY

- On October 13, 2025, an updated proposal for the Pulte-Cornerstone Master Planned Development was presented to the Planning Board due to the applicant's concerns with several conditions that were recommended, and the submittal of a new phasing plan.
- During the meeting, the applicant presented a completely different phasing plan that was not included in the October 13th, 2025, Planning Board agenda. The St. Lucie County Schools representative stated that the School Board would prefer the bus stop location to be at the amenity center. Both the Staff and the Planning Board agreed that project conditions and approvals should be negotiated and agreed upon by the Technical Review Committee and the Applicants before being presented to the Planning Board for a recommendation. Therefore, a motion was made to table the subject agenda item until the November 10th, 2025, Planning Board meeting. The motion was approved unanimously by the Planning Board.

HISTORY

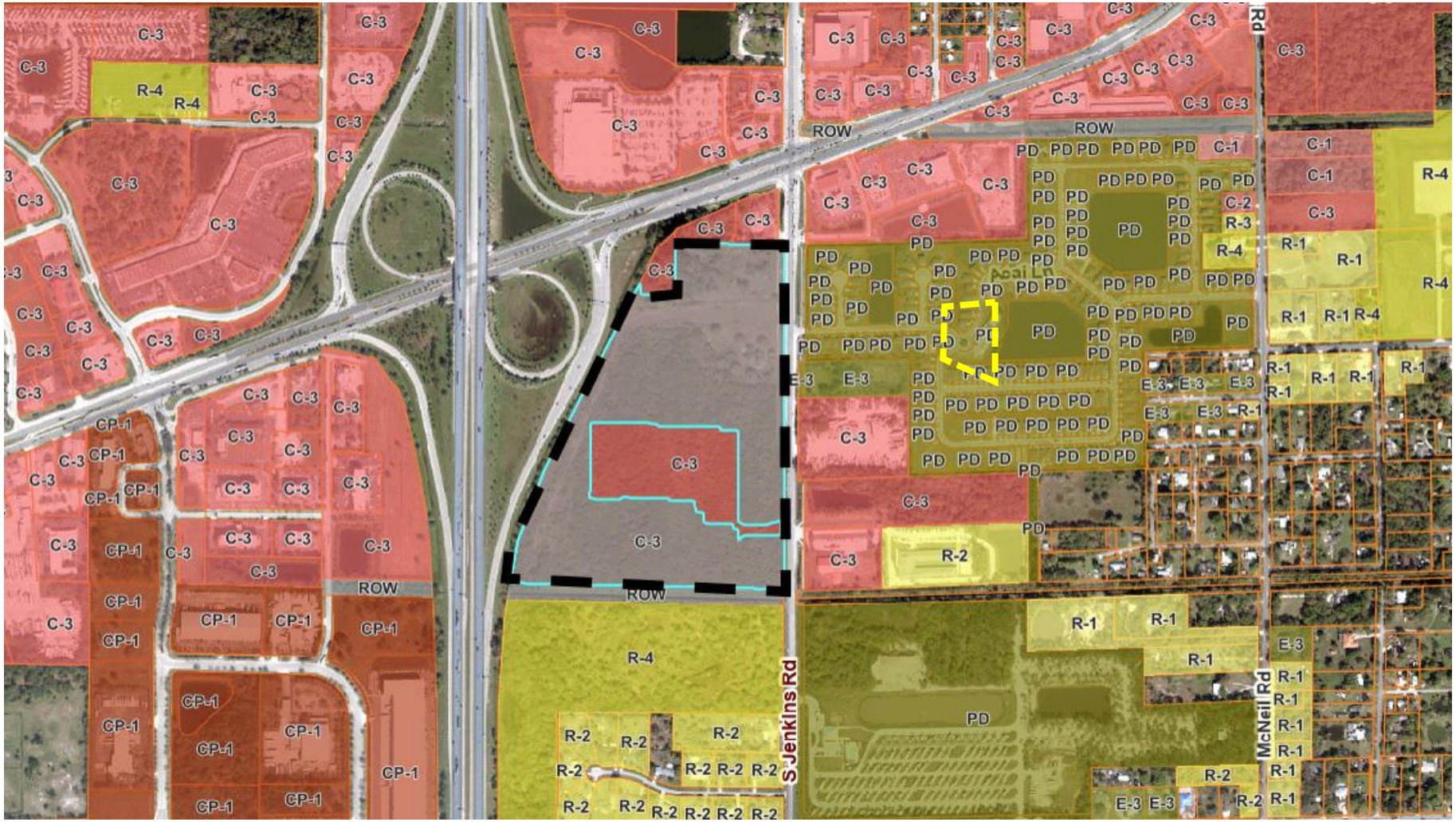
- **The applicant has since provided a new phasing plan (includes the cross-access and bus stop at the amenity center in phase 1), updated developer's agreement, HUD Attenuation Guidelines, and FDOT Noise Attenuation Guidelines.**

SITE LOCATION – CITY LIMITS



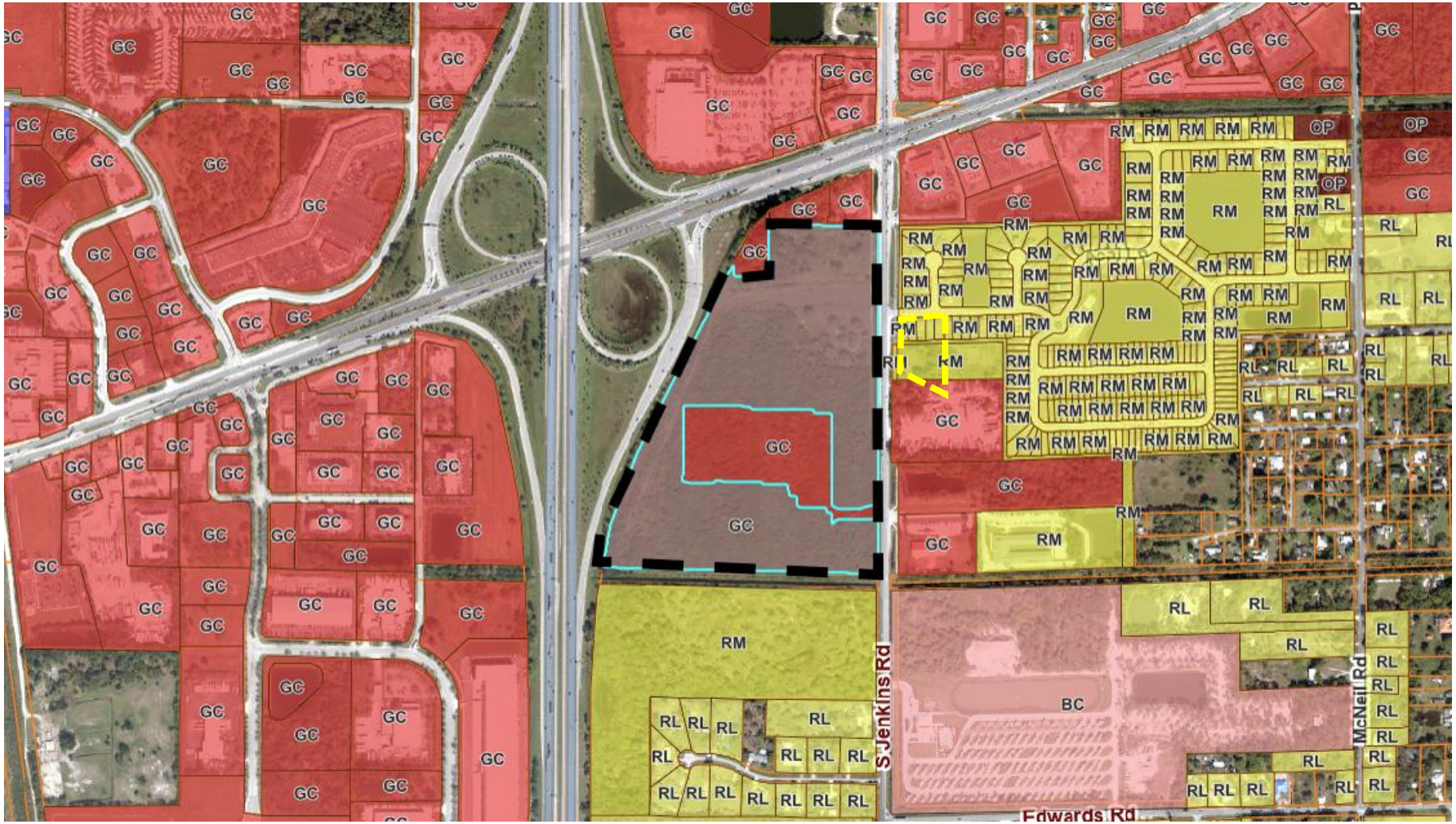
SITE AREA= 49.92 +/- Acres

ZONING



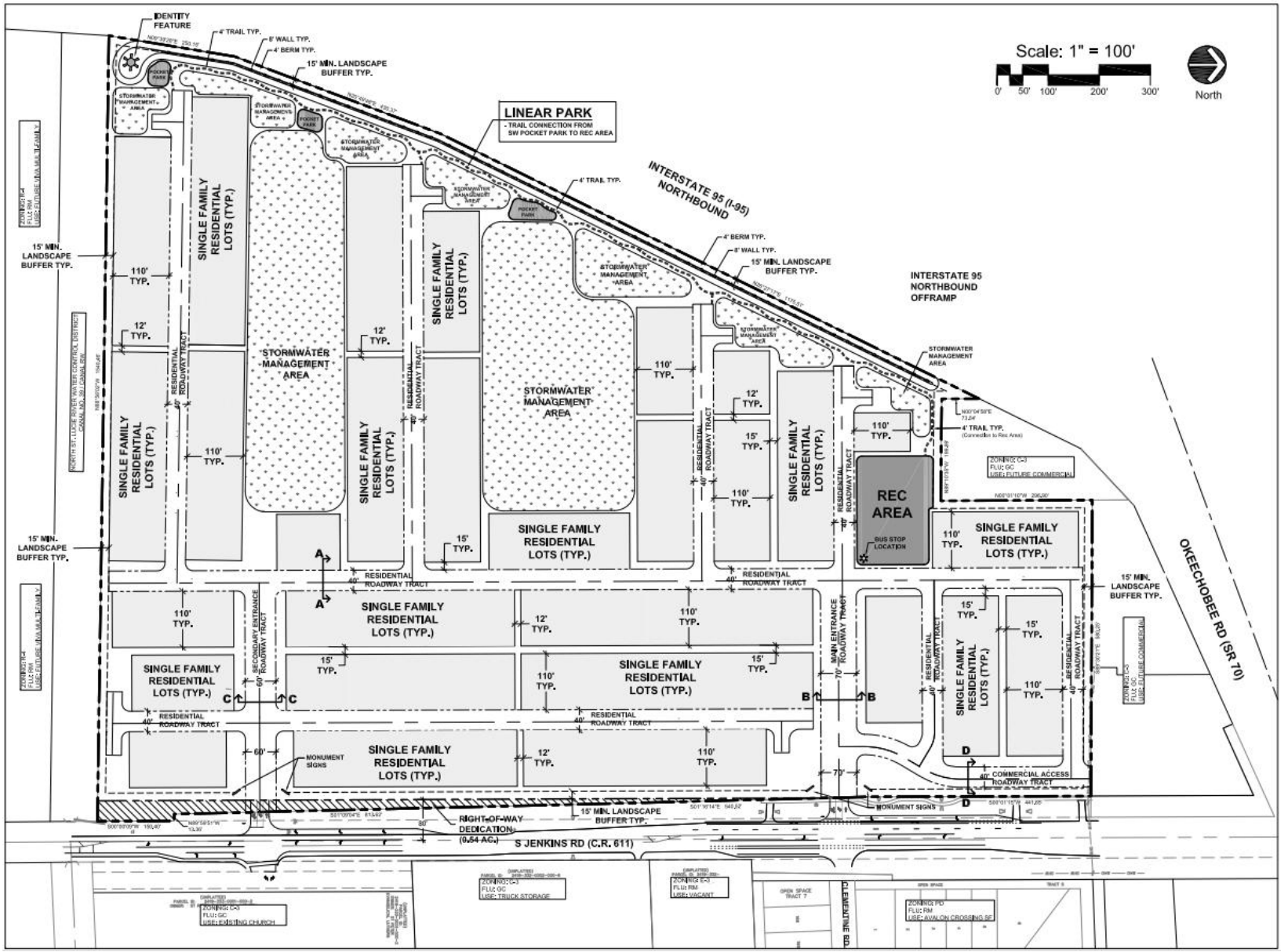
Pulte-Cornerstone – Master PD

FLU



Pulte-Cornerstone – Master PD

MASTER SITE PLAN



MASTER SITE PLAN (NEW ILLUSTRATIVE SITE PLAN)



SITE DATA

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

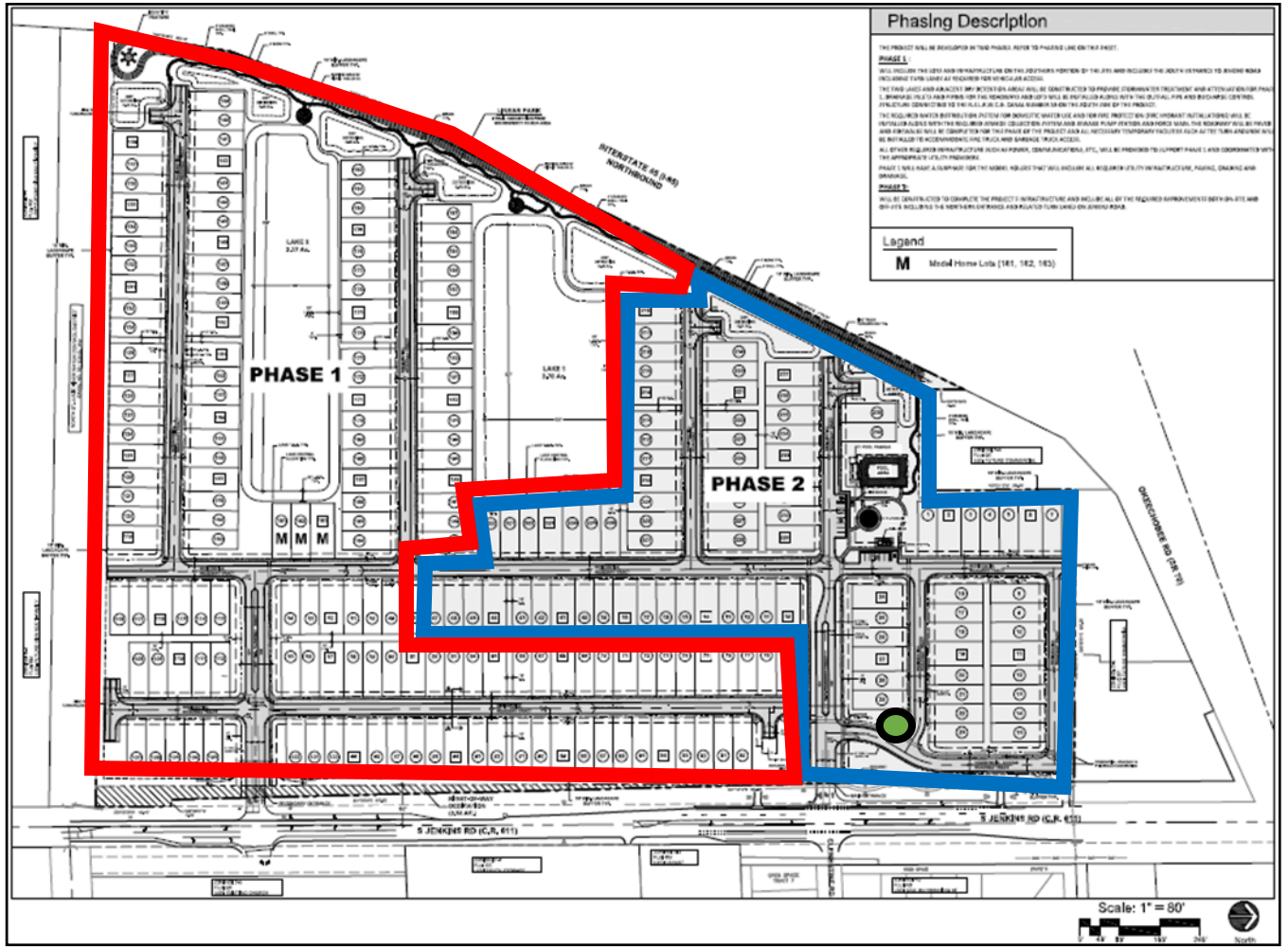
Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		250 Units
Proposed Gross Site Density:		5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

8.11.25 PLANNING BOARD – MASTER SITE PLAN PHASING



- 250 Single-Family Homes (variety of home sizes)
- Linear Park (starts from the recreation area to the south)
- Pocket Park
- Pool
- Recreational Playground
- Public Art Identity Feature

Phase 1

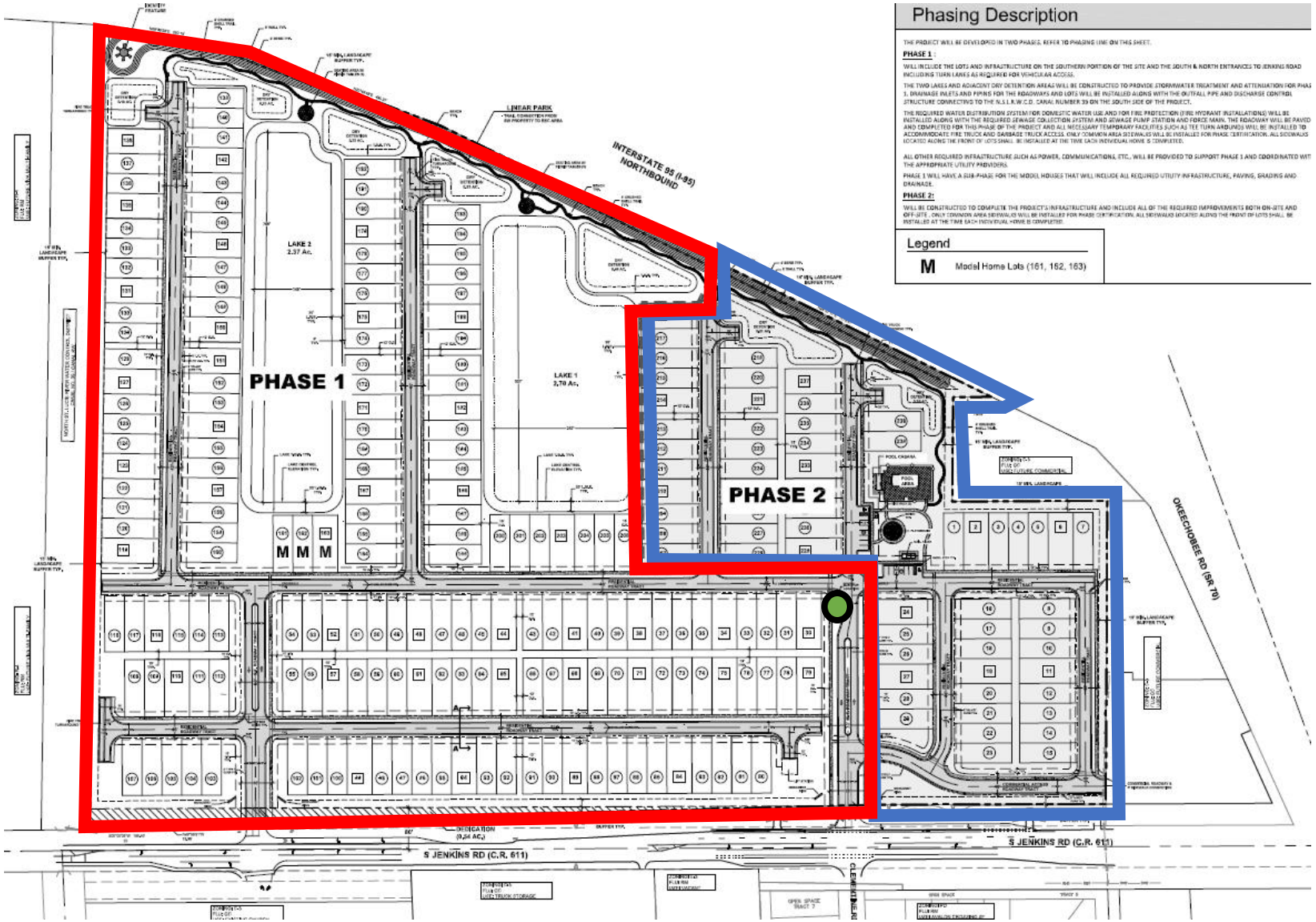
Phase 2

Bus Stop

PLANNING BOARD CONCERNS – 8.11.25 MEETING

- The Board was concerned about the School District's approval of the School Bus Stop location
- It was confirmed that the School District approves of a more eastern location and encourages that bus stop locations for all developments not to ride through residential developments.
- The Board requested that the Original Bus Stop location and cross-access be included in the proposed Phase 1 of the Planned Development.
- The applicant has submitted a new Phasing Plan with a new Bus Stop location.

10.13.25 PLANNING BOARD - MASTER SITE PLAN PHASING



Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND THE SOUTH & NORTH ENTRANCES TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHAS 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES (SUCH AS TEE TURN AROUNDS) WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WIT THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUB-PHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

Legend

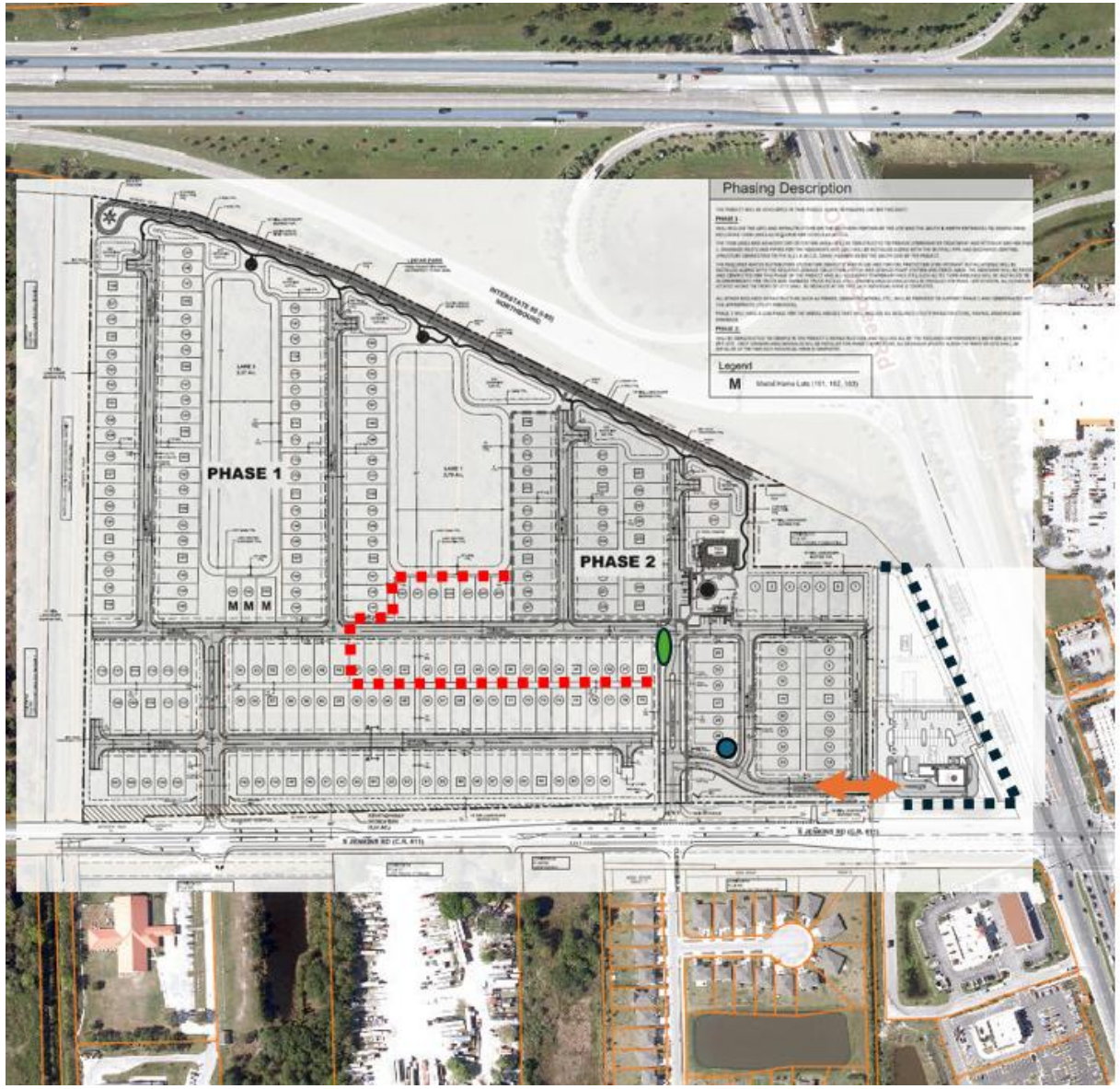
M Model Home Lots (161, 162, 163)

Phase 1

Phase 2

Bus Stop

8.11.25 PLANNING BOARD - MASTER SITE PLAN PHASING & BUS STOP LOCATION



Original Phase 2 Line

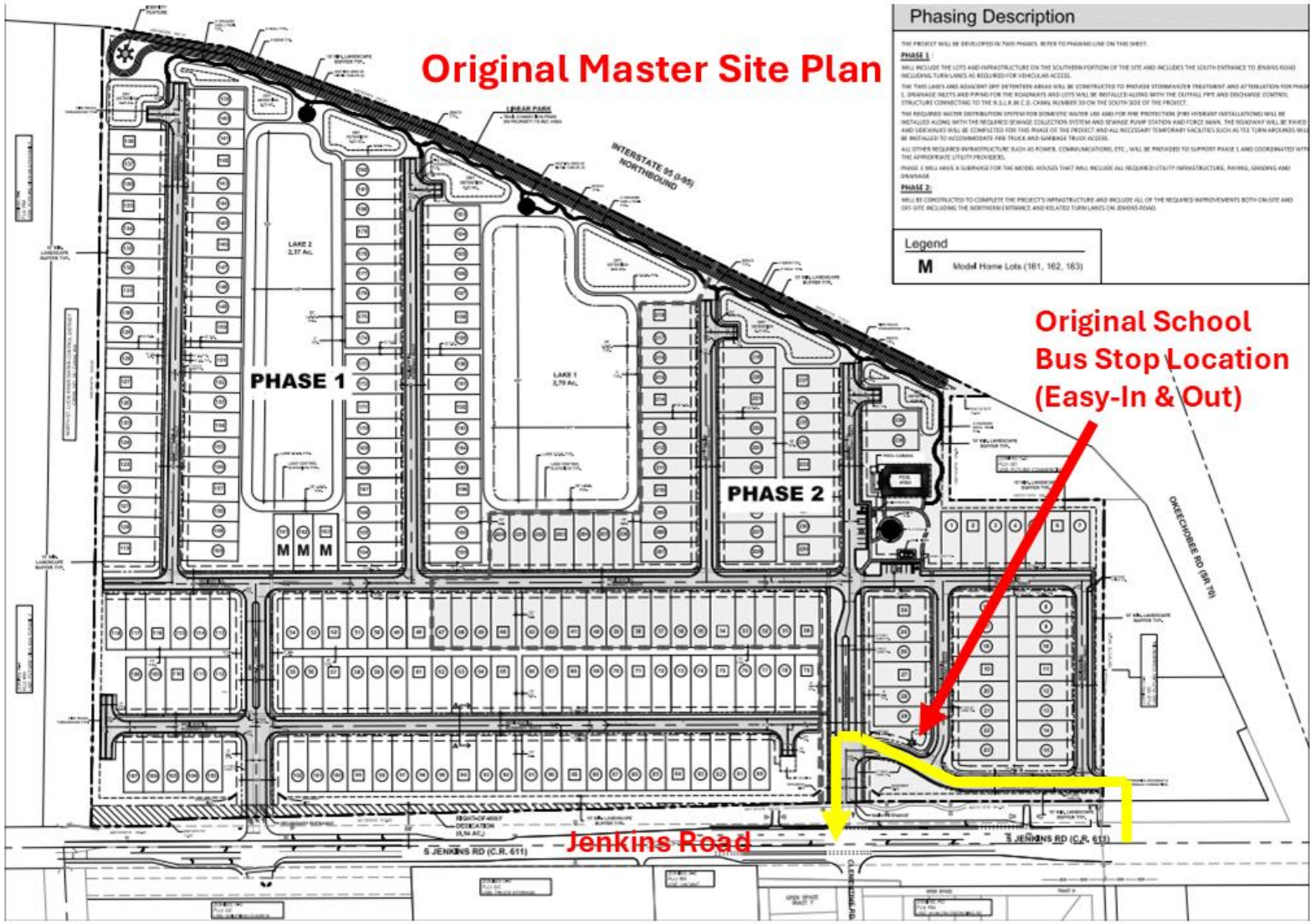
Adjacent Site Plan

Cross Access

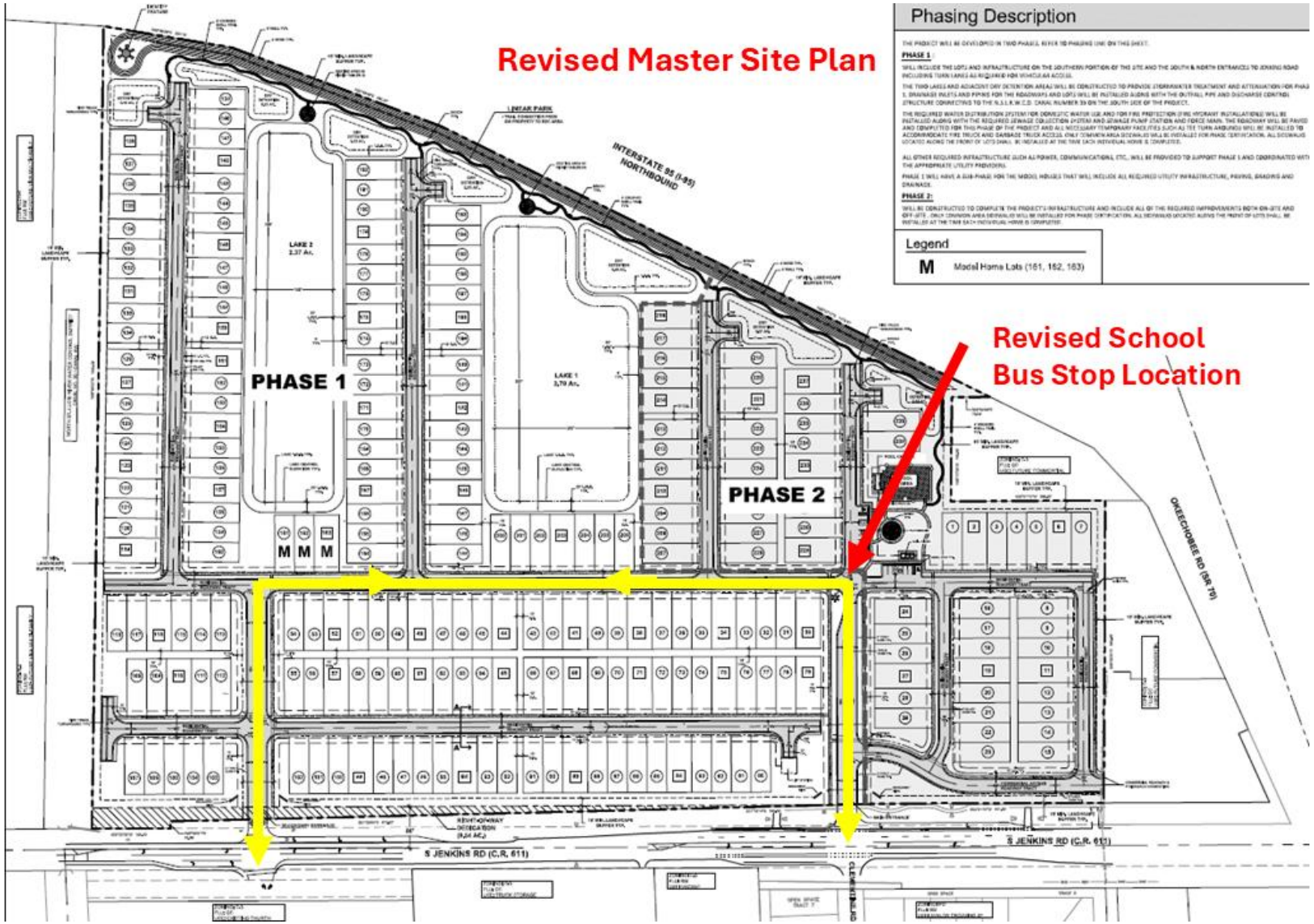
Original Bus Stop Location

New Bus Stop Location

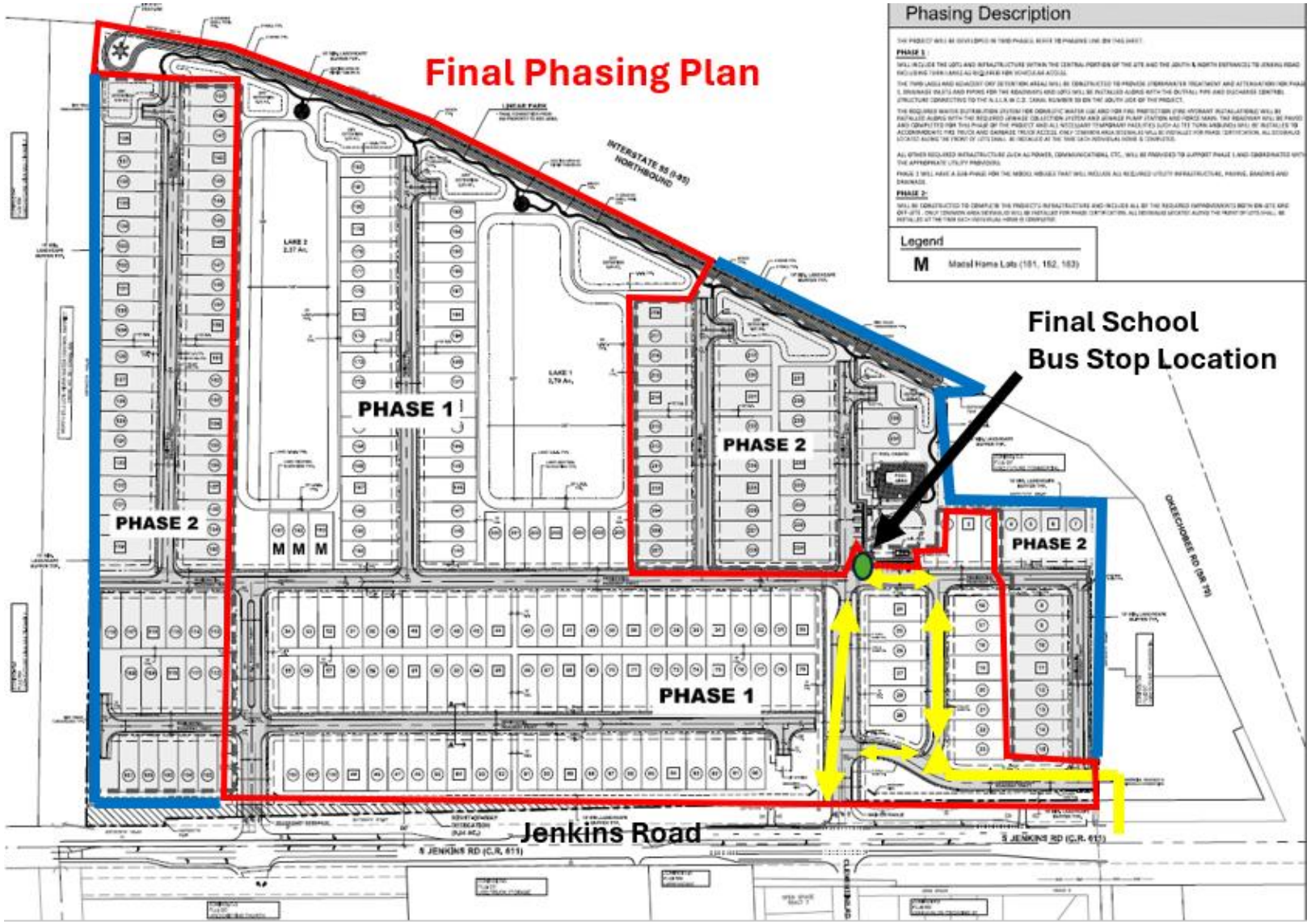
8.11.25 PLANNING BOARD - PROPOSED BUS ROUTE OPTION



10.13.25 PLANNING BOARD – PROPOSED BUS ROUTE OPTIONS



11.10.25 PLANNING BOARD – FINAL PHASING PLAN & BUS ROUTE



PD BENEFITS

- The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas.

- At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce.

- The site is designed with a grid network of streets, which have been designed to minimize lots directly adjacent to I-95.

TRAFFIC ANALYSIS

- Weekday Daily
  - 2,336 Total
  - 1,168 Entry
  - 1,168 Exit

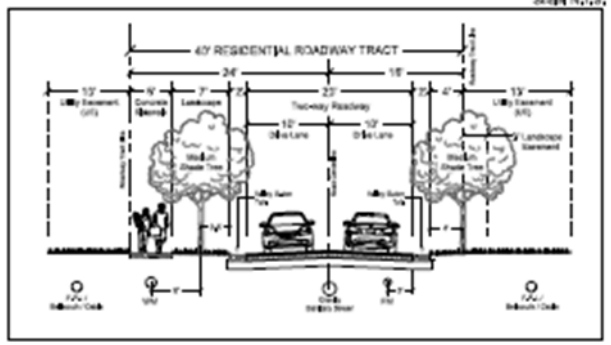
- Weekday Peak Hours of Adjacent Street in the AM
  - 171 Total
  - 43 Entry
  - 128 Exit

- Weekday Peak Hour of Adjacent Street in the PM
  - 234 Total
  - 147 Entry
  - 87 Exit

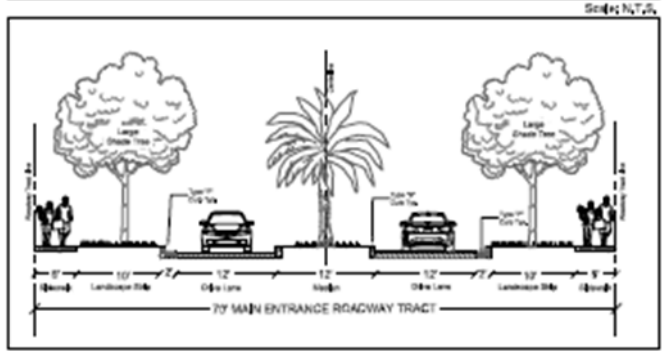
LANDSCAPING – Street Trees

The applicant has provided two (2) typical sections of 70 ft. and 60 ft. Right-Of-Ways for the two (2) entrance boulevards with street trees, a typical section of 40 ft. Right-Of-Way for residential streets with street trees, and a typical section of 40 ft. Right-Of-Way for the Commercial Access Roadway Tract in the northeast corner of the property.

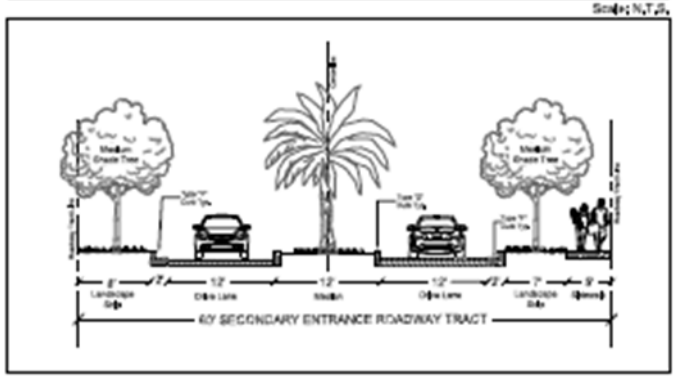
Section A-A: 40' Typical Residential Roadway Tract



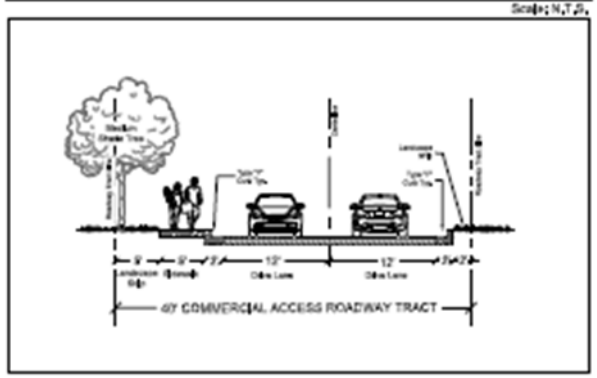
Section B-B: 70' Main Entrance Roadway Tract



Section C-C: 60' Secondary Entrance Roadway Tract



Section D-D: 40' Commercial Access Roadway Tract



TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed ZONING ATLAS MAP AMENDMENT (Master Planned Development) with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

The Applicant has agreed to the St. Lucie County School District's suggested bus stop location at the amenity center.

PLANNING BOARD

On November 10th, 2025, the Planning Board voted unanimously to APPROVE the Zoning Atlas Map Amendment (Master Planned Development).

CONDITIONS OF APPROVAL

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

CONDITIONS OF APPROVAL

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

CONDITIONS OF APPROVAL

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

CONDITIONS OF APPROVAL

10. Phasing of this project will require the following at the time of Final PD:

The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

CONDITIONS OF APPROVAL

11. The Final PD site plan shall contain the following information, at minimum: a. A Landscape plan per section 123-4 of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The heights of proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

CONDITIONS OF APPROVAL

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

CONDITIONS OF APPROVAL

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

CONDITIONS OF APPROVAL

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

CONDITIONS OF APPROVAL

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

CONDITIONS OF APPROVAL

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

ZONING ATLAS MAP AMENDMENT

Staff recommends that the city commission APPROVE the proposed ZONING ATLAS MAP AMENDMENT (MASTER PLANNED DEVELOPMENT), with the fourteen (14) Conditions of Approval.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **Alternative actions of the CITY COMMISSION:**

  - APPROVAL of the proposed (Master Planned Development) with the associated development plan with changes and/or alternative conditions.

  - DENIAL of the proposed (Master Planned Development) with the associated development plan.

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

JANUARY 20th, 2026

Pulte-Cornerstone – REZONING (Master Planned Development)

2721 South Jenkins Road

(2324-413-0000-000-9 & 2324-431-0001-000-2



Friday, September 26, 2025 · 7:55 AM Edit

20250926_075520.jpg

/Internal storage/DCIM/Camera

Galaxy Z Flip5

5.75 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/679 s

Add tag



Friday, September 26, 2025 · 8:01 AM Edit

20250926_080149.jpg

/Internal storage/DCIM/Camera

Galaxy Z Flip5

7.08 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/713 s

Add tag

ORDINANCE NO. 25-037

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA FROM (C-3) GENERAL COMMERCIAL ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE WITH A MASTER PLANNED DEVELOPMENT SITE PLAN**;** APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject proposal incorporates two (2) parcels generally located at or near 2721 South Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 49.92 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as **Exhibit "A"**; and

WHEREAS, the subject property is presently designated as (C-3) General Commercial Zone with a Future Land Use of (GC) General Commercial; and

WHEREAS, the applicant has applied for rezoning of the subject property from C-3, General Commercial Zone to PD, Planned Development Zone; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their November 10, 2025, meeting, voted 5 to 0 to recommend approval of the proposed request for these parcels.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the following described property is hereby rezoned as follows:

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2.

From and after the effective date hereof, the following properties legally described as:

LANDS SITUATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.92 ACRES, MORE OR LESS

Said properties being generally located at or near 2721 South Jenkins Road in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from General Commercial Zone, C-3 to Planned Development, PD, as depicted at **Exhibit "A"** and Sketch & Legal Description at **Exhibit "B,"** and made subject to the Master Planned Development Site Plan at **Exhibit "C"**, Conditions of Development (PD Zoning) at **Exhibit "D"**, the PD Criteria Requirements at **Exhibit "E"**, and the Planned Development Zoning Agreement at **Exhibit "F"**, all attached hereto and incorporated herein.

SECTION 3, The Planned Development Zoning Agreement at **Exhibit "F"**, attached hereto and incorporated herein by reference, is approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-037 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on_____, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on_____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____ 2026.

_____
Linda Hudson
Mayor Commissioner

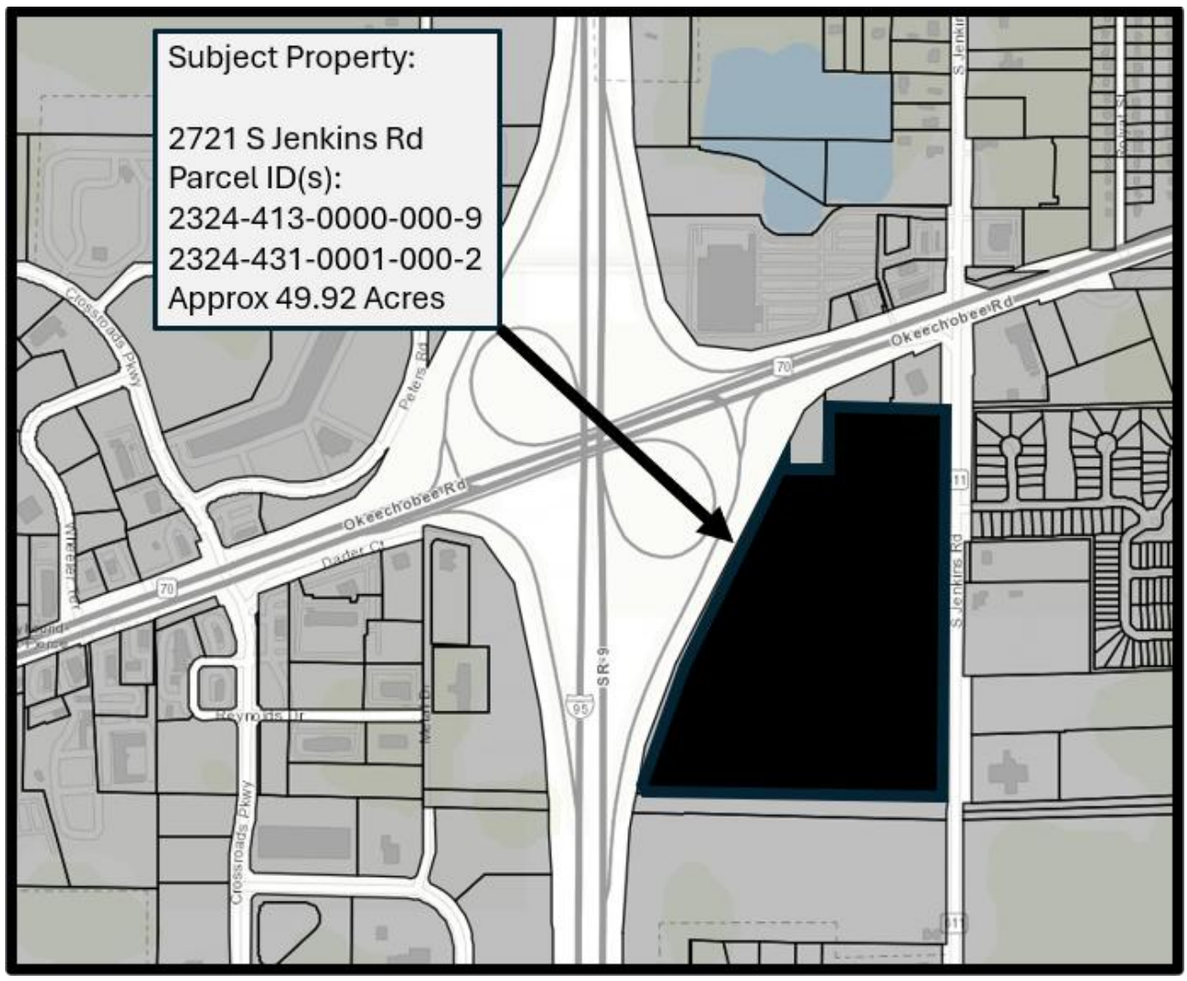
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

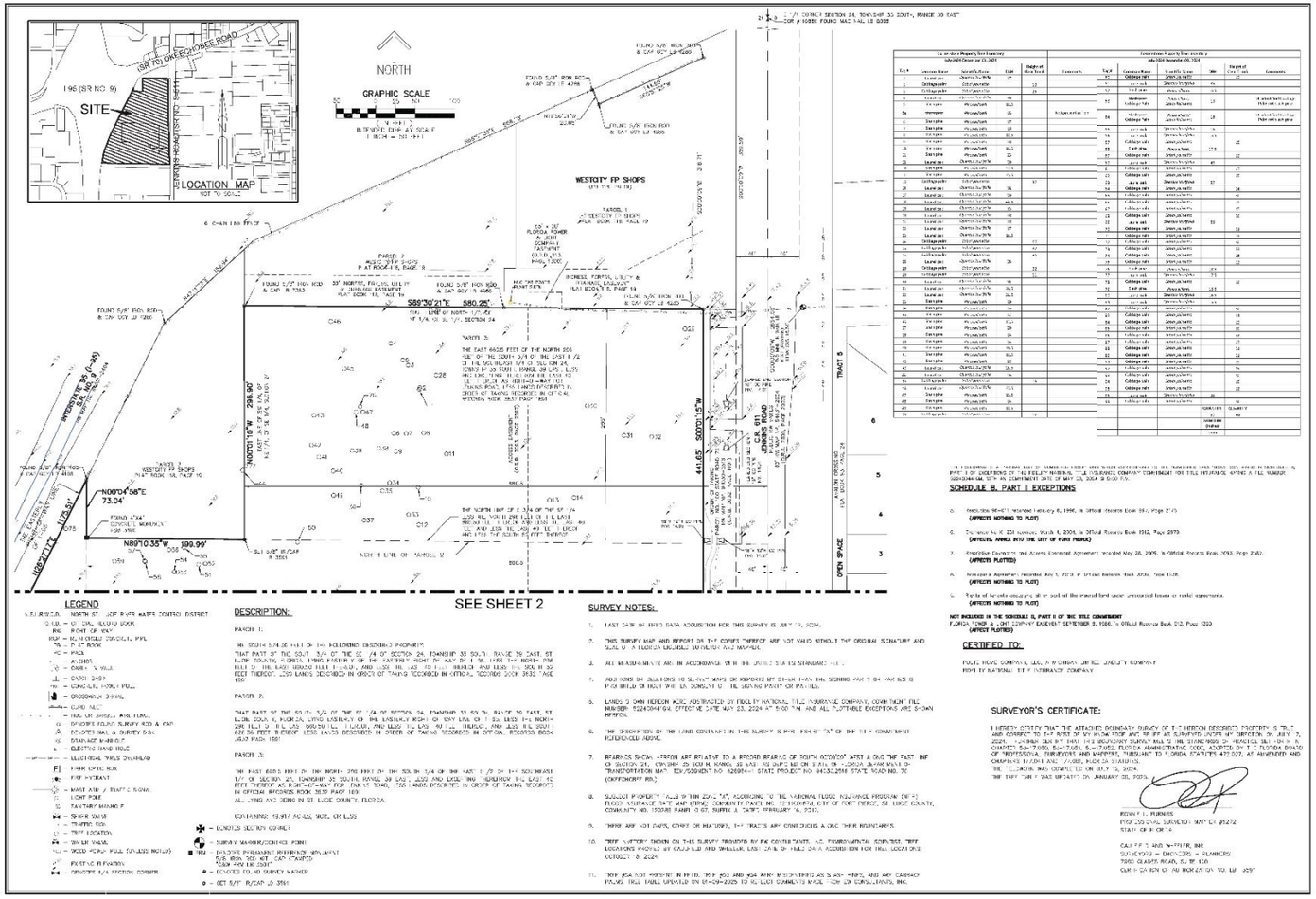
Parcel subject of Rezoning to Planned Development



Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

EXHIBIT B

Sketch & Legal Description



LEGEND

- ⊙ – IRON OR PIPELINE MONUMENT
- ⊙ – CONCRETE MONUMENT
- ⊙ – CONCRETE POST FOUND
- ⊗ – CROSS/NAIL SET
- ⊙ – CURB INLET
- ⊙ – ELECTRIC HAND HOLE
- ⊙ – ELECTRIC TRANSFORMER
- ⊙ – FIBER OPTIC BOX
- ⊙ – FIRE HYDRANT
- ⊙ – MAST ARM / TRAFFIC SIGNAL
- ⊙ – LIGHT POLE
- ⊙ – SANITARY MANHOLE
- ⊙ – SPRINKLER VALVE
- ⊙ – TRAFFIC BOX
- ⊙ – TRAFFIC LIGHT
- ⊙ – WATER VALVE
- ⊙ – WOOD POWER POLE (UTILITY POLE)
- ⊙ – EXISTING ELEVATION
- ⊙ – DENOTES 1/4 SECTION CORNER
- ⊙ – DENOTES SEE NOTE CORNER
- ⊙ – SURVEY MARKER/CONTROL POINT
- ⊙ – EXISTING PERMANENT REFERENCE MONUMENT PRM (SET 4X4" CONCRETE MONUMENT WITH 4" BRASS DISC STAMPED "PRM LB 3591")
- ⊙ – DENOTES FOUND MARKER
- ⊙ – SET 5/8" REBAR LB 3591

DESCRIPTION:

PARCEL 1:

ALL SOUTH 3/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF S.R. NO. 9 (I-95), LESS THE NORTH 208 FEET THEREOF, ALSO LESS THE EAST 80 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR JENKINS ROAD, AND ALSO LESS THE SOUTH 50 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632, PAGE 1997.

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY ROW OF SW LINE OF S. NO. 9 (I-95), LESS THE NORTH 208 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR JENKINS ROAD, AND ALSO LESS THE SOUTH 50 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632, PAGE 1997.

PARCEL 3:

THE EAST 660.0 FEET OF THE NORTH 208 FEET OF THE SOUTH 3/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 80 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR JENKINS ROAD, AND ALSO LESS THE SOUTH 50 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632, PAGE 1997.

CONTAINING 19.917 ACRES, MORE OR LESS

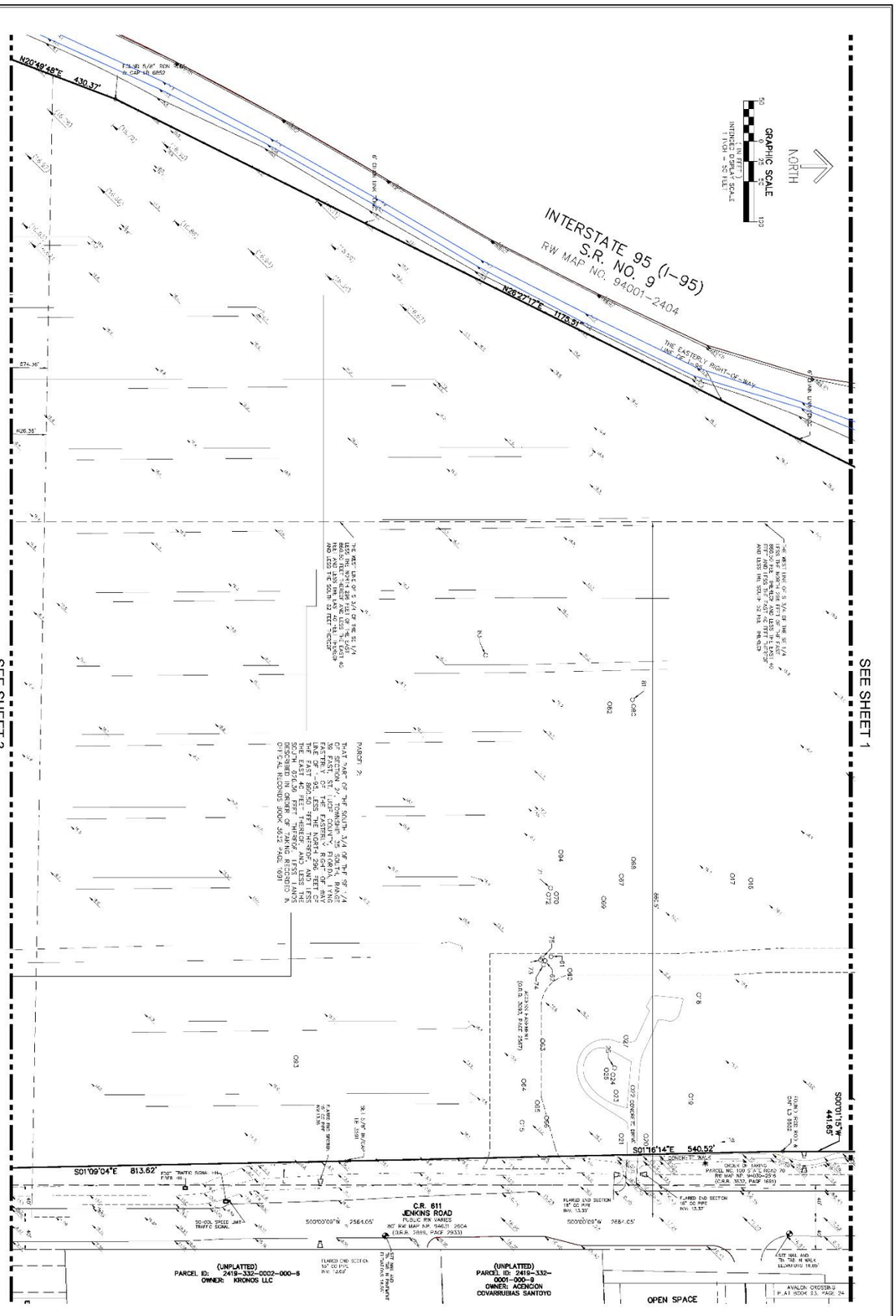
SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FOOT.
4. ADJUSTMENTS OR DEVIATIONS TO SURVEY MAPS OR REPORTS MAY OCCUR ONLY THE SIGNING PARTY OR PARTIES IN CHARGE OF THAT PORTION OF THE SURVEY.
5. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 6224094FSM, EFFECTIVE DATE: MAY 23, 2024 AT 5:00 PM AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER REVISED "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A BEARING OF SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, AS DEFINED BY A FIELD OBSERVATION OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR PARCEL 1001, SECTION 94510-2504 STATE ROAD NO. 9 (INTERSTATE 95).
8. SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12111C0431G, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120288 PANEL 0 431 G, SUFFIX G, DATED: FEBRUARY 6, 2013.
9. THERE ARE NO PARKS, CEMETERIES OR MARSHES, IN THE TRACTS ARE CONSTRUCTED & ONE OTHER BOUNDARIES.
10. "REF. VICTORY" SHOWN ON THIS SURVEY PROVIDED BY THE COUNTERPARTS, LLC ENVIRONMENTAL CONSULTANTS, "REF. LOCATIONS PROVIDED BY CALDWELL AND WHALLEN, INC. DATED BY FIELD DATA ACCORDING FOR FIELD LOCATION, OCTOBER 18, 2024.
11. "REF #5A NOT PRESENT IN FIELD. "REF #53 AND #54 WERE IN DISPUTING AS IS ASH PINES, AND ARE CARRACY PALMS TREE TABLE UPDATED ON 01-09-2025 TO RE-LOCK COMMENTS MADE FROM LW CONSULTANTS, INC.

Commitment Property Line Inventory

July 2024 December 23, 2021

Key #	Common Name	Scientific Name	DBH	Height of Clear Trunk	Comments
1	Laurel oak	Quercus laurifolia	12		
2	Cabbage palm	Sabal palmetto		12	
3	Cabbage palm	Sabal palmetto		10	
4	Laurel oak	Quercus laurifolia	18		
5	Live oak	Quercus virginiana	30.2		
5a	Stumped	Quercus virginiana	16		Multiple trunks
6	Live oak	Quercus virginiana	17		
7	Live oak	Quercus virginiana	18		
8	Live oak	Quercus virginiana	30.2		
9	Live oak	Quercus virginiana	19		
10	Live oak	Quercus virginiana	26		
11	Live oak	Quercus virginiana	16		
12	Live oak	Quercus virginiana	18		
13	Live oak	Quercus virginiana	17		
14	Live oak	Quercus virginiana	30.2		
15	Cabbage palm	Sabal palmetto		12	
16	Cabbage palm	Sabal palmetto		12	
17	Cabbage palm	Sabal palmetto		12	



JOB # 10108

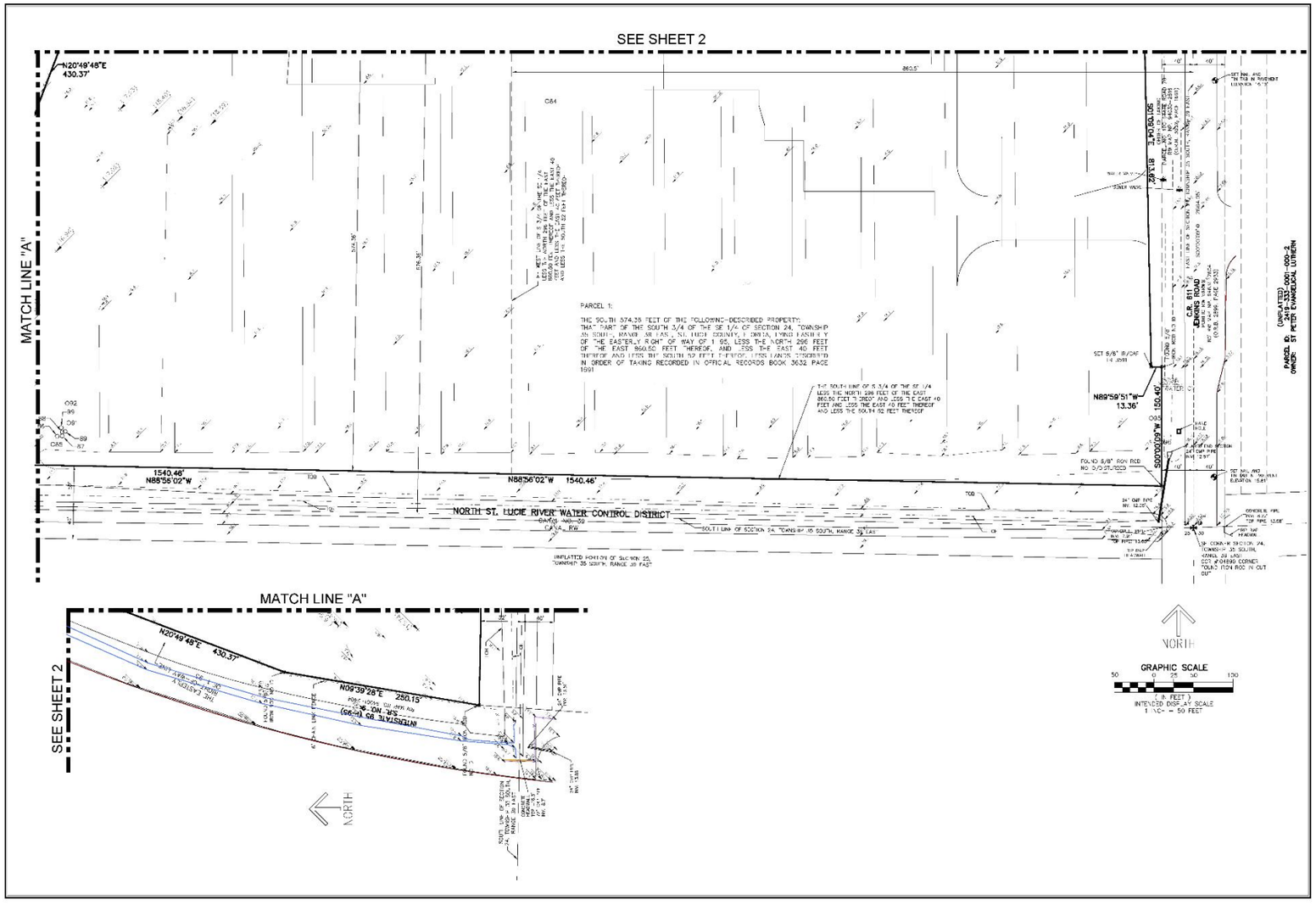
SHT. NO. 2

DATE 8/20/2024
DRAWN BY: RLF
F.B./PG.
SCALE: AS SHOWN

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERS
LANDSCAPE ARCHITECTS / SURVEYORS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

REVISIONS	DATE	BY


SEE SHEET 2
MATCH LINE "A"
N20°49'48"E
430.37'
860.5'
PARCEL 1:
THE SOUTH 574.39 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY OF I 95, LESS THE NORTH 296 FEET OF THE EAST 960.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 92 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1991
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150.49'
S00°00'09"W
1540.46'
N88°56'02"W
1540.46'
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL RW
SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
UNPLATTED PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST
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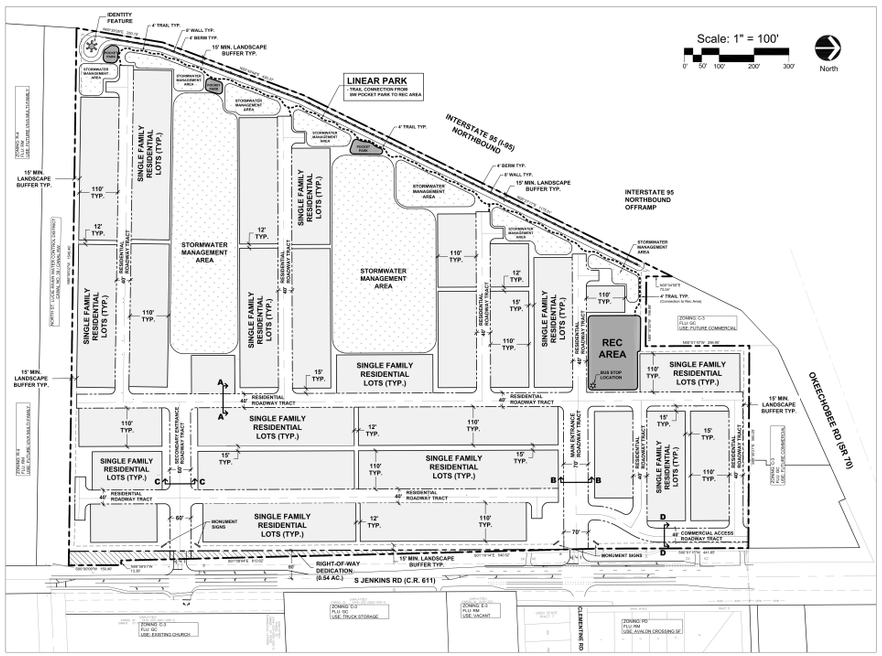
T99
C.R. 811
(DIXIE HIGHWAY)
(PUBLIC RECORDS)
(80' R/W PER PLAT)
(66' R/W PER O.R.B. 2895 PAGE 2633)
(O.R.B. 2895 PAGE 2633)
(UNPLATTED)
PARCEL ID: 2419-333-0001-000-2
OWNER: ST PETER EVANGELICAL LUTHERN
SET 5/8" R/CAP
FOUND 5/8" IRON ROD
NO I.D./STUBOUT
SET NAIL AND DISK IN EAST R/W WALL ELEVATION 13.81'
SET NAIL AND DISK IN EAST R/W WALL ELEVATION 13.81'
SET 1/2" IRON PIPE
SET CONCRETE MONUMENT
SET 24" CMP END
SET 24" CMP END
SET 18" RCP END
SET 18" RCP END
SET 24" CMP END
SET 24" CMP END
SET 24" CM

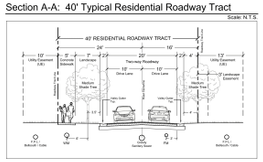
EXHIBIT C

Master Planned Development Site Plan



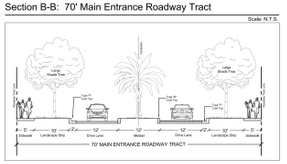
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



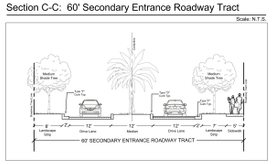
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



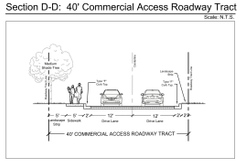
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



Location Map



Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,366 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	2324413100000009 2324431000010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		250 Units
Proposed Gross Site Density:		5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Legal Description

PARCEL 1:
THE SOUTH 5% IN FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95; LESS THE NORTH 286 FEET OF THE EAST 660 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 33 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1602 PAGE 1581.

PARCEL 2:
THAT PART OF THE SOUTH 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95; LESS THE NORTH 286 FEET OF THE EAST 660 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 33 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1602 PAGE 1581.

PARCEL 3:
THE SOUTH 330.0 FEET OF THE NORTH 396 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1602 PAGE 1581.
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
CONTAINING 49.917 ACRES, MORE OR LESS

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Pulte Cornerstone

City of Fort Pierce Florida

Master PD Site Plan

Copyright
The following drawings are instruments of service to the Landscape Architect and as such are the property of same, designs, arrangements, and plans indicated or represented by these drawings are not to be used by the recipient, and same copied, created, and developed by the Landscape Architect are not to be disclosed to any other such entities, designs, arrangements, or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	11-15-2024
	2-14-2025 6-13-2025
Revision Dates	
	11-14-25 (Revised Bus Stop Location)
	12-4-25 (Revised Side Corner Setback in table)

MSP-1

EXHIBIT D

Conditions of Development (PD Zoning)

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, 12.4.2025, as revised.

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

    The approximate date when construction of the project can be expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape plan per section 123-4 of the City Ordinance.
    b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    c. The heights of proposed buildings and structures.
    d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant

obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC)
[Hourly A-Weighted Sound Level-decibels (dB(A))]

Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

EXHIBIT E

PD Development Standards

	Lot Type A	Lot Type B
Lot Area	4400 min.	3300 min.
Depth	110'	110'
Width	40' min.	30' min.
Lot Coverage	60%	55%
Setbacks		
Front	20'	20'
Side	3'	3'
Side Corner	N/A'	N/A'
Rear	10'	10'
Building Separation	6'	6'
Rights of Way		
Main Entry Boulevard	70'	
Interior Streets	40'	
Pavement Lane Width		
Entry Boulevard	12'	
Interior Streets	10'	
Block Length (Max.)	1,400'	
Curb Type	Valley Gutter	
Sidewalks	5'	
Entry Boulevard	Both sides of street	
Interior Streets	One side of street	

Accessory uses allowed in rear/side setback

AC equipment

Fences

Patios

Pool equipment

Screen enclosure

Roof overhangs

Exterior Gas Water Heaters

Irrigation pumps & equipment

Encroachments allowed in drainage easements
Roof overhangs

Open Space
All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Landscape Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*
The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*
The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:

Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

EXHIBIT F

Planning Development Zoning Agreement

[to be attached]

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this ___day of _____, 2025, (the "**Effective Date**") by and between, CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, whose principal address is _____ (the "**Owner**"), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "**Applicant**") is currently under contract to purchase, and intends to develop, certain real property within the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "1"** (the "**Subject Property**"); and

WHEREAS, the current owner of the Subject Property is CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company; and

WHEREAS, the requirements for development of the Subject Property are specified by the Code

of Ordinances of Fort Pierce, Florida (the "**Code**"); and

WHEREAS, the Subject Property consists of two (2) parcels totaling approximately 49.92 acres, more or less; and

WHEREAS, the Applicant, with the consent of the Owner, is proposing a 250-lot single family home Planned Development ("**PD**") community with associated amenities at 2721 S. Jenkins Road, located just south of the Okeechobee Road commercial service area between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road, to be known as the "Pulte Cornerstone Planned Development" (the "**Project**" or "**Development**"); and

WHEREAS, the Subject Property is currently encumbered by an existing Restrictive Covenants and Access Easement Agreement dated May 7, 2009 (**"Easement Agreement"**), recorded in Official Records Book 3093, Page 2587, of the Public Records of St. Lucie, County, Florida; and

WHEREAS, the Subject Property is currently encumbered by an existing Developer's Agreement dated November 16, 2009 (the "**2009 Developer's Agreement**") recorded in Official Records Book 3209, Page 1238, of the Public Records of St. Lucie County, Florida; and

WHEREAS, the 2009 Developer's Agreement contained a duration term of three (3) years; and

WHEREAS, to the extent the 2009 Developer's Agreement is still valid, the Owner and City intend for this Agreement to control the Subject Property; and

WHEREAS, Section 125-212 (a) of the Code indicates that the purpose of a PD includes the allowance of developments which are not specifically otherwise permitted in standard zoning districts; and

WHEREAS, Section 125-212 (c)(10) of the Code provides that the specific development standards of the PD district are contained in the approved development documents for each planned

development, making a variance unnecessary; and

WHEREAS, Sections 25-212 (d)(1) and (f) of the Code allow a PD in the City subject to a Planned Development Zoning Agreement negotiated between the Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the development and the City and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, this Agreement is meant to include the preliminary understanding and requirements of the Planned Development, subject to Master PD approval; and

WHEREAS, an amendment to this Agreement shall be required with the Final PD approval.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are hereby affirmed as being true and correct and are incorporated herein by reference.

2. **Legal Description.** This Agreement shall apply to the Subject Property, as described in **Exhibit "1"**.

3. **Termination of the 2009 Developer's Agreement.** To the extent that the 2009 Developer's Agreement is valid, the City and the Owner hereby terminate the 2009 Developer's Agreement and agree that it shall have no further force or effect with respect to the Property or the parties hereto. The City and the Owner agree to execute any further documentation needed to confirm that the 2009 Developer's Agreement is terminated and without further force or effect.

4. **Duration of Agreement.** This Agreement shall be effective, shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from

the Effective Date hereof (the "**Expiration Date**"). Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms, except it may be extended as permitted pursuant to Florida Statutes 252.363 or other applicable laws. Prior to the Expiration Date, the Owner shall obtain approval for a Final PD. At the time of Final PD approval, the duration of the Agreement shall be reconsidered for an extension related to the Final PD approval(s).

5. **Phasing Requirements.** The Development shall be constructed in two (2) phases. Phase 1 will include the northern and southern entrance and related turn lanes on Jenkins Road, the lots and infrastructure on the southern portion of the site including a subphase for the model houses (that will include all required utility infrastructure, paving, grading and drainage serving the model homes). Phase 2 will be constructed to complete the project's infrastructure and include all remaining required improvements both on-site and off-site. A full phasing plan and timeline will be provided at Final PD approval.

6. **Development Approvals and Requirements for the Project.** The Project shall conform to the following requirements:

A. **Site Plans:** The Final PD Site Plan shall be consistent with the Master PD Site Plan approved by the City, a copy of which is attached hereto as **Exhibit "2"** and incorporated herein by reference. The Final PD Site Plan shall require approval by the City Commission.

B. **Development Timeline:** The development of the Subject Property shall be as specified in **Exhibit "3"**, attached hereto and by this reference incorporated herein (the "**Development Timeline**").

C. **Development Standards:** The landscaping and development standards specified in **Exhibit "4"**, attached hereto and by this reference incorporated herein (the "**Development**

Standards") shall govern the development of the Subject Property.

D. **Entrances and Internal Road Network:** Access to the site shall be provided from South Jenkins Road. The Project's entrances shall include two entrance monument signs, each of which shall comply with the requirements of Code Chapter 117, "Signs". In addition, the Project may contain temporary signs during the construction of the Project and until all units are sold within the Project (for example, to direct construction vehicles, for marketing of the Project and to direct people to the sales center), similar to the signs set forth in **Exhibit "5"**, attached hereto and by this reference incorporated herein. The interior of the site is designed with a grid network of streets to minimize lots directly adjacent to I-95.

E. **Drainage:** The site shall incorporate creative use of stormwater facilities as water-cleansing passive recreation areas and for natural vistas.

F. **Utilities:** The Project shall contain the following utility infrastructure:

   i. Water Distribution and Service lines,

   ii. Wastewater Collection and Service lines,

   iii. Lift Station and related equipment,

   iv. Paving, and

   v. Stormwater Retention and Detention.

G. **Public Benefit:** The Project will contain a "pocket park" at the southwest corner of the Subject Property containing a Fort Pierce entry monument, which will include identification of the Project (which may include the Project name and logo). Such monument will include an art installation, not to exceed 40 feet in height, which will serve as a welcome to visitors and residents to Fort Pierce.

7. **Public Facilities that will Service the Development**.

A. **Water/Wastewater:** Fort Pierce Water and Sewer Authority (FPUA) shall provide **w**ater and Wastewater to the Project with water and sewer available to provide for the Project.

B. **Road Infrastructure:** South Jenkins Road (County Road 611) shall provide access to the site.

C. **Drainage:** The Project is located within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD).

D. **Local School District:** St. Lucie Public Schools serve this location with capacity to serve the anticipated needs of the Project.

8. **Adopted Landscape Standards**. For the installation of landscaping and plants, the Project shall comply with all requirements of the Code governing landscaping, to include, but not limited to Section 123-37(1) (Requirements for Plant Materials), Section 123-37(11) (Installation of Landscaping), and Section 123-37(12) (Maintenance of Landscaping), except when inconsistent with the provisions of this Agreement and the Final PD approval directly addressing landscaping, including the Development Standards set forth in **Exhibit "4"**.

9. **Tree Mitigation and Replacement Standards.** All sections under Chapter 123, Article III, Tree Protection, of the Code shall be applicable and complied with, except when inconsistent with the provisions of this Agreement and the Final PD approval directly addressing tree mitigation, including the Development Standards set forth in **Exhibit "4"**. To help promote and encourage the planting of larger trees, the creation of native habitat, enhanced stormwater treatment systems, and the minimizing of sod areas to reduce watering, fertilizer and maintenance requirements, and reduction in long term irrigation

needs, in addition to Section 123-66, Tree Protection and Mitigation, of the Code, the following may be implemented to provide additional methods for obtaining inch credit toward tree replacement in all common areas of the Project:

A. **Increased Size of Code Required Trees:** Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

B. **Additional Native Understory Plantings for Inch Credit:** Inch credit shall be obtained towards tree replacement through the planting of native understory plants which are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	**Inch Credit**
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

10. **Description of Local Development Permits Required for the Development**. The Development shall require the following local development permits and approvals, which shall be obtained before commencing construction:

A. City of Fort Pierce Final PD.

B. City of Fort Pierce Development Permit Compliance Review Permit.

C. Any Fort Pierce building permits as required for each stage of construction, as applicable.

D. South Florida Water Management District:

i. Consumptive Water Use Permit (as required).

ii. Environmental Resource Permit.

E. North St. Lucie Water Control District Drainage Permit (as required).

F. St. Lucie County permit (as required).

G. Fort Pierce Utility Authority permitting (as required).

H. Florida Department of Environmental Protection permitting (as required).

I. Other permits as required.

11. **Project Compliance.** The Project, as proposed by this Agreement, is consistent with the City's comprehensive plan and land development code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "6"** is a list of any conditions, terms, restrictions, and other requirements determined by the City for the public health, safety, or welfare of its citizens, which shall govern the development of the Subject Property and be complied with.

12. **Destruction.** In the event that all or a portion of the Development should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan, subdivision plat(s), and development orders.

13. **Subdividing.** Owner agrees that the Subject Property shall be developed as one parcel of

land, in two phases, consistent with a final site plan approved by the City incorporating the entire Subject Property. The Subject Property may only be subdivided pursuant to a subdivision plat or lot split approved by the City in accordance with all applicable requirements of the Code. This paragraph shall not prohibit the conveyance of any lot, parcel, or tract in accordance with a plat or lot split approved by the City and recorded in the public record, or the conveyance of right-of-way to any governmental entity.

14. **Modification, Amendment, and Release.** This Agreement may not be modified, amended, or released, except by written instrument signed by the parties to this Agreement, provided that such modification, amendment, or release has been approved by the City after public hearing. Notwithstanding anything contained hereinto the contrary, Owner, its successors in interest and/or title, and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is affected by this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

15. **Governing Law.** This Agreement and the construction and enforcement thereof shall be interpreted under the laws of the State of Florida. **THE PARTIES HERETO AGREE WITHOUT RESERVATION OF ANY RIGHTS UNDER FEDERAL OR STATE LAW, THAT IN ANY LITIGATION ARISING UNDER THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BEFORE A JURY AND ALL SUCH LITIGATION SHALL BE LITIGATED ONLY IN A NON-JURY HEARING IN THE STATE COURTS OF FLORIDA, ST. LUCIE COUNTY.**

16. **Successors and Assigns.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors, assigns and successors in title of the Owner and any person, firm, corporation, or entity who or which may become the successor in

interest to the Subject Property. No subsequent transfer of the Subject Property or any assignment of interest therein shall relieve or discharge the then-current owner of the Subject Property from any term, condition, obligation, or duty set out in this Agreement. This Agreement may only be assigned by Owner or any subsequent owner after notice to the City, provided however that assignment to a homeowner's association upon turnover of association control to the residents shall not require such notice. The parties hereto stipulate and agree that this Agreement (specifically the first "Whereas" recital) shall constitute notice of the Owner's intent to assign all of its rights and interests in this Agreement and in the Subject Property to Applicant. Owner shall provide City Notice of the finalization of the transfer of ownership to Applicant.

17. **Notice.** Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER:

Cornerstone Fort Pierce Development, LLC
c/o Barings LLC
300 South Tryon Street
Suite 2500
Charlotte, North Carolina 28202
Attn: Cassie A. McCrain
Telephone: (980) 417-5829
Email: cassie.mccrain@barings.com

and

Barings LLC
300 South Tryon Street
Suite 2500

Charlotte, North Carolina 28202
Attn: Real Estate Legal
Telephone: (980) 417-5892
Email: baringsrealestatelegal@barings.com

With a copy to:
Goodwin Proctor LLP
100 Northern Ave.
Boston, MA 02210
Attn: Ryan Sawyer, Esq.
Telephone: (617) 570-3937
Email: rsawyer@goodwinlaw.com

CITY:

City Manager
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

With a copy to:

City Attorney
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

APPLICANT:

Pulte Home Company, LLC
1475 Centrepark Blvd., Suite 140
West Palm Beach, Florida 33401
Attn: Brent Baker, Division President – Southeast Florida Division

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: W. Lee Dobbins, Esq.
1903 South 25th Street,
Suite 200 Fort Pierce, FL 34947

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the date received if deposited with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

18. **Entire Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable

to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

19. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Rights of Assignment to Lende**r. All rights of the Owner hereunder may be collaterally assigned to any lender for the Subject Property as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Owner hereunder.

21. **Counterparts.** 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 electronic transmission shall 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.

22. **Recording.** The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within fourteen (14) days of the Effective Date. Failure of the City to record this

Agreement shall not void this Agreement or be deemed a default.

23. **Indemnity; Hold Harmless; Defend.** The City shall be indemnified, held harmless and defended by Owner, its grantees, successors, and assigns, from any and all liabilities, claims, causes of action, judgments, monetary obligations, or legal claims whatsoever arising from any violation by Owner of this Agreement, or any Ordinances related to this Project, or any other approvals related to this Project whatsoever, or from any disputes between Owner, and the Applicant, or any other property owners, and/or any other person(s) or entity(ies) regarding this Agreement and/or any approvals granted by the City whatsoever related to this Project, to include reasonable attorney's fees for attorney(s) of the City's choosing. Owner shall also indemnify the City for any liabilities, claims, causes of action, judgments, or monetary obligations arising from any property owner suing the City over loss of access to their property through the Subject Property, due to the City's approval of this Project.

24. **Compliance/Vested Rights.**

A. Owner shall be required to construct all proposed improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD zoning ordinances, approved master site plan, final site plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("**Development Orders**.").

B. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development. Pursuant to the intent of Sections 125-212 (a) and 125-212 (c)(10) of the Code, in the event of any conflict between the Code and this Agreement or the Master or Final Approval, this Agreement and the Master or Final

Approval shall govern to the extent the Code Section in conflict therewith is one for which the PD process is permitted to alter the Code requirements.

25. **Remedies.**

A. In the event that the Owner fails to comply with any provision or condition of this Agreement or any Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct improvements consistent with this Agreement, the City can terminate this Agreement. Before terminating the Agreement, however, the City shall provide Owner notice of the default and allow thirty (30) days for the Owner to cure the default to the City's satisfaction, unless the default cannot reasonably be cured within such thirty (30) day period, in which event Owner may request a reasonable amount of additional time to cure from the City, which City will not unreasonably deny. Owner shall commence to cure such default within the thirty (30) day period and diligently pursue the cure to completion during the thirty (30) day period and at all additional times that may be granted by the City. If Owner fails to cure the default in accordance with the foregoing time limits to the reasonable satisfaction of the City, the City Commission, by majority vote at a public meeting, may terminate the Agreement. If the Agreement is terminated or expires, no building permits shall be issued for the Project consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.

B. In the event that any person files a complaint with the City Manager alleging that a

Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

C. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

26. **Failure to Address Requirements.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

27. **Amendment with Final PD Approval.** The parties agree this is a preliminary understanding of the Development and that upon Final PD approval, the terms of this Agreement may be reconsidered. With Final PD approval, Owner agrees and acknowledges that terms contained in this Agreement may be amended and updated to provide more specific deliverables with respect to the Development. Further, Owner agrees and acknowledges that this Agreement may not encompass all terms that may be required by the City for Final PD approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

Heather Hendren

Print Name: Heather Hendren

Address: 300 S. Tryon St
Charlotte, NC 28202

OWNER:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company,

By: Cassie McCrain

Printed Name: Cassie McCrain

Title: Managing Director

Lauren VanDuser

Print Name: Lauren VanDuser

Address: 300 S. Tryon St
Charlotte, NC 28202

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5th day of January, 2025, by Cassie McCrain, as Managing Director of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, on behalf of said company. Said person is (check one) ☒ 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, or ☐ produced other identification, to wit:_____

MARIA MILLER
Notary Public - North Carolina
Catawba County
My Commission Expires Jun 21, 2027

(NOTARY SEAL)

Maria Miller

Print Name: Maria Miller

Notary Public, State of ~~Florida~~ North Carolina

Commission No.: 202217400819

My Commission Expires: June 21, 2027

(SIGNATURES TO CONTINUE ON NEXT PAGE)

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CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox,
City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

(SIGNATURES TO CONTINUE ON NEXT PAGE)

CONSENTING SIGNATORY ONLY

APPLICANT: PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: Aimee Carlson
Its: Director of Land Development SE Florida

Witness: _____
Print: Alondra Mercado
Address: 1475 Centrepark Blvd, Ste 140
West Palm Beach, FL 33401

Witness: _____
Print: Austin Cooper
Address: 1475 Centrepark Blvd
West Palm Beach FL 33401

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of January, 2026, by Aimee Carlson, as Director of Land of Pulte Home Company, LLC, a Michigan limited liability company, who [X] is personally known to me [ ] has produced _____ as identification.

Print Name: Jessica Delguidice
Notary Public, State of Florida
Commission No.: HH 386867
My Commission Expires: 4/16/2027

(NOTARY SEAL)

Notary Public State of Florida
Jessica L Delguidice
My Commission HH 386867
Expires 4/16/2027

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EXHIBIT 1
LEGAL DESCRIPTION

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2.

From and after the effective date hereof, the following properties legally described as:

LANDS SITUATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.92 ACRES, MORE OR LESS

EXHIBIT 2

MASTER PLANNED DEVELOPMENT SITE PLAN

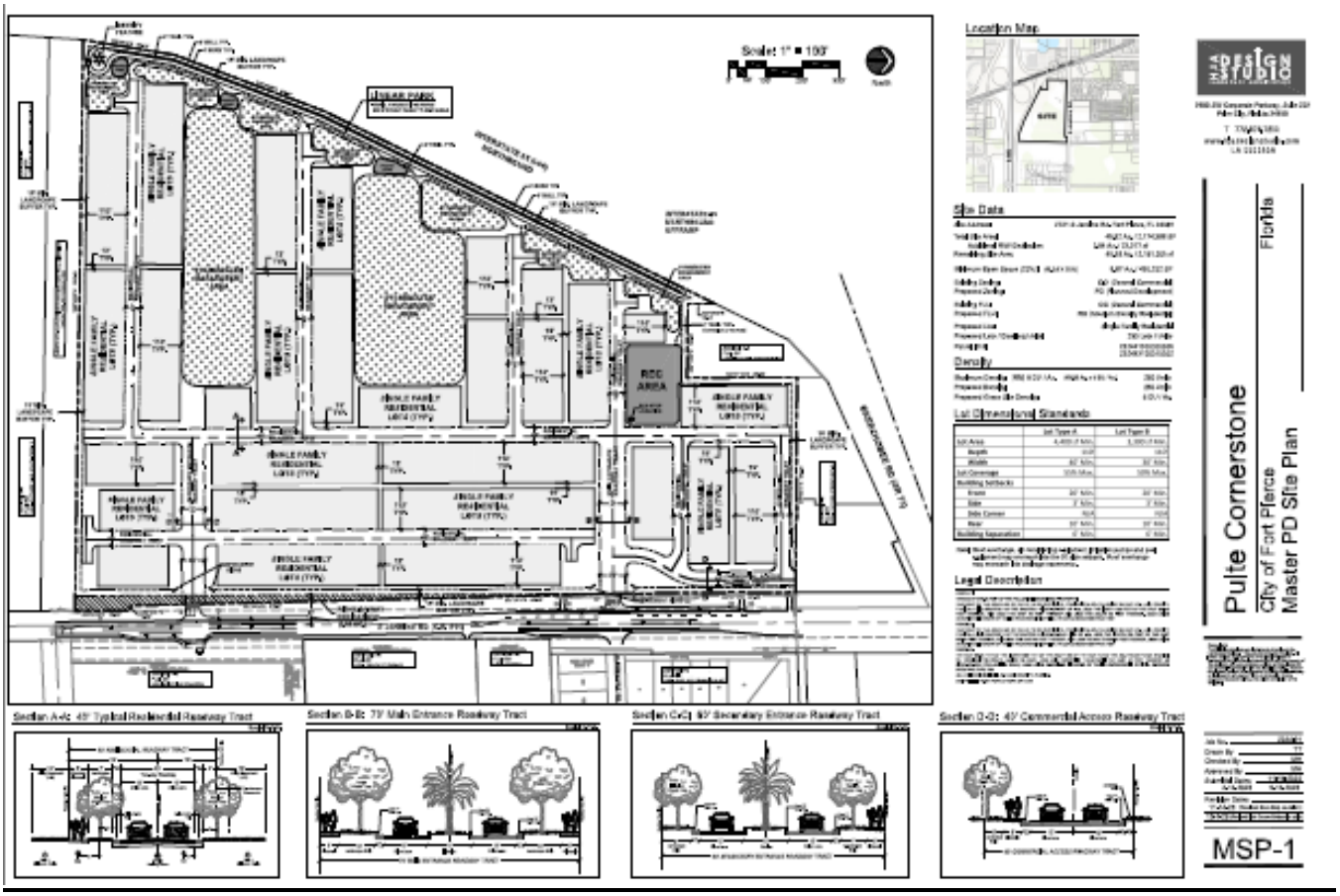


EXHIBIT 3

DEVELOPMENT TIMELINE

The Development Timeline shall be established at the approval of the Final Planned Development Site Plan. The Development Timeline shall include the timeframe for actual completion of this project.

EXHIBIT 4

DEVELOPMENT STANDARDS

	Lot Type A	Lot Type B
Lot Area	4400 min.	3300 min.
Depth	110'	110'
Width	40' min.	30' min.
Lot Coverage	60%	55%
Setbacks		
Front	20'	20'
Side	3'	3'
Side Corner	N/A'	N/A'
Rear	10'	10'
Building Separation	6'	6'

Rights of Way	
Main Entry Boulevard	70'
Interior Streets	40'
Pavement Lane Width	
Entry Boulevard	12'
Interior Streets	10'
Block Length (Max.)	1,400'
Curb Type	Valley Gutter
Sidewalks	5'
Entry Boulevard	Both sides of street
Interior Streets	One side of street

Accessory uses allowed in rear/side setback

AC equipment
Fences
Patios
Pool equipment
Screen enclosure
Roof overhangs
Exterior Gas Water Heaters
Irrigation pumps & equipment

Encroachments allowed in drainage easements
Roof overhangs

Open Space
All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Landscape Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*
The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*
The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:

Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

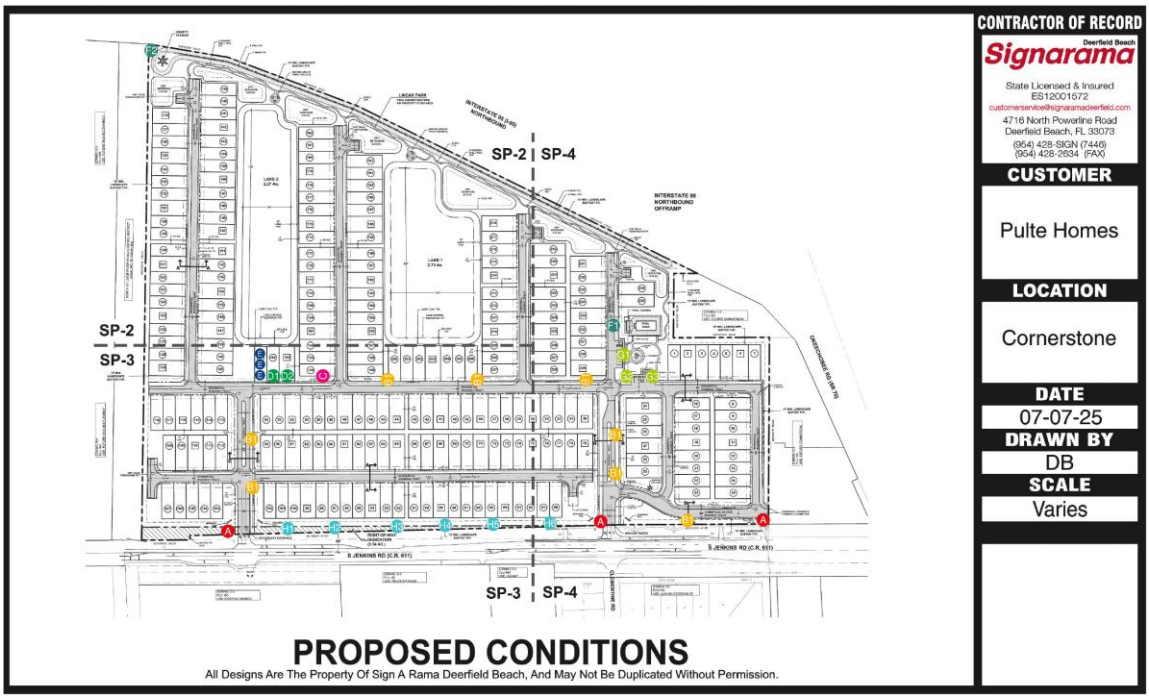
Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

EXHIBIT 5

SIGNS





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Sign B1(x8)



6mm Dibond
Full Color Digitally Printed Graphics
Gloss UV Over-Laminate
Size: 36"W X 54"H, 2 Panels B2B for Double-Sided Signs
Qyt: 8
Includes (x2) 4" x 4" x 78" Bronze Aluminum Posts with Flat Cap
Also Includes Painted Internal Wood Framing for Sandwich Mount

PROPOSED CONDITIONS

All Designs Are The Property Of Sign A Rama Deerfield Beach, And May Not Be Duplicated Without Permission.

CONTRACTOR OF RECORD

Signarama Deerfield Beach
State Licensed & Insured
ES12001572
customerservice@signaramadeerfield.com
4716 North Powerline Road
Deerfield Beach, FL 33073
(954) 428-SIGN (7446)
(954) 428-2634 (FAX)

CUSTOMER: Pulte Homes
LOCATION: Cornerstone
DATE: 07-07-25
DRAWN BY: DB
SCALE: Varies

Sign C Side 1



Sign C Side 2



6mm Dibond
Full Color Digitally Printed Graphics
Gloss UV Over-Laminate
Size: 38"W X 54"H
2 Panels Mounted BTB for Double-Sided Sign
Qty:1
Includes (x2) 4" x 4" x 82" Bronze Aluminum Posts with Flat Cap
Also Includes Painted Internal Wood Framing for Sandwich Mount

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4716 North Powerline Road
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(954) 428-SIGN (7446)
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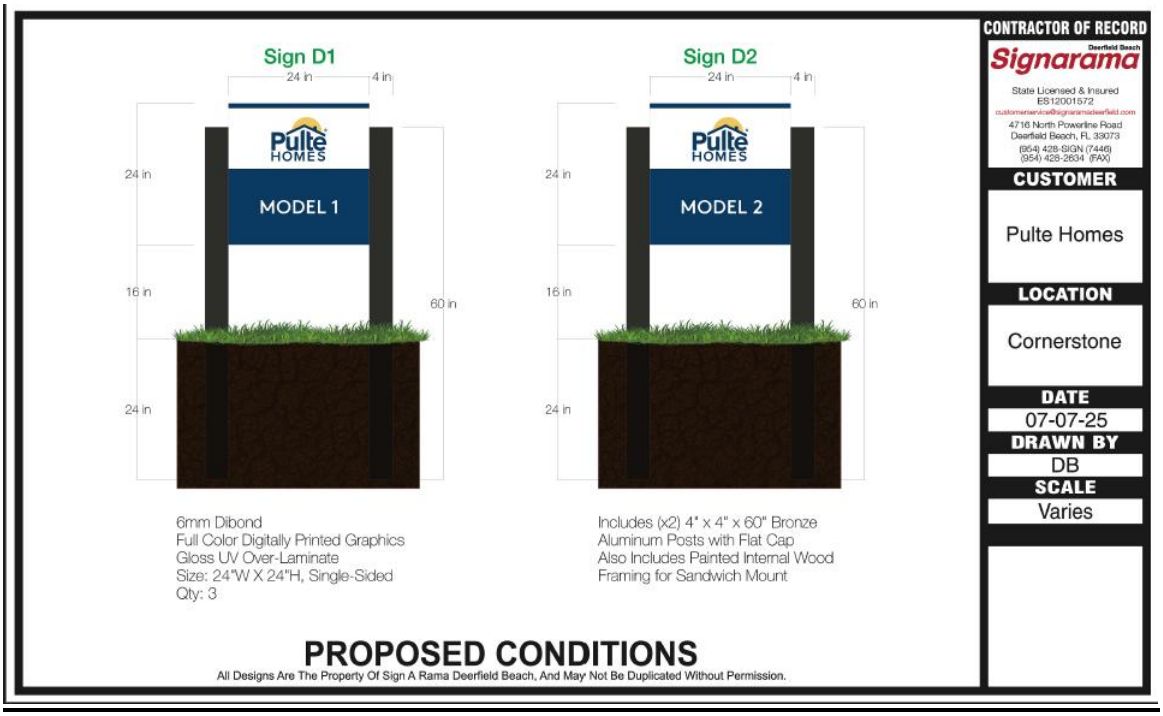
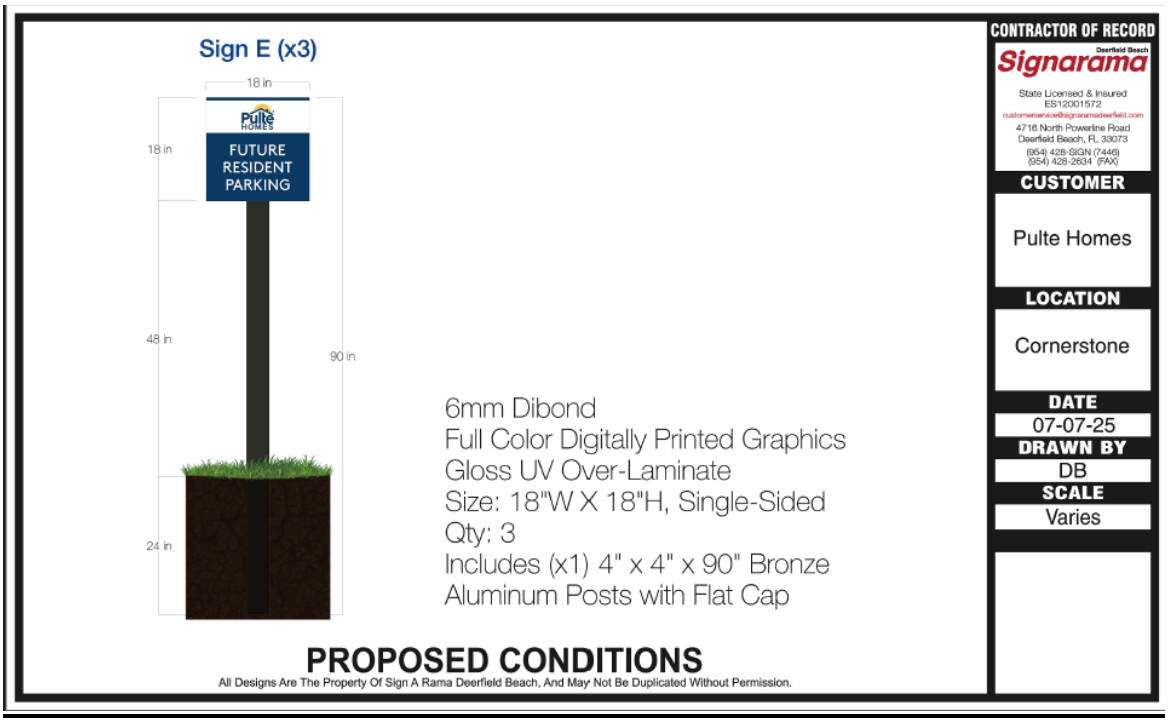
CUSTOMER: Pulte Homes
LOCATION: Cornerstone
DATE: 07-07-25
DRAWN BY: DB
SCALE: Varies





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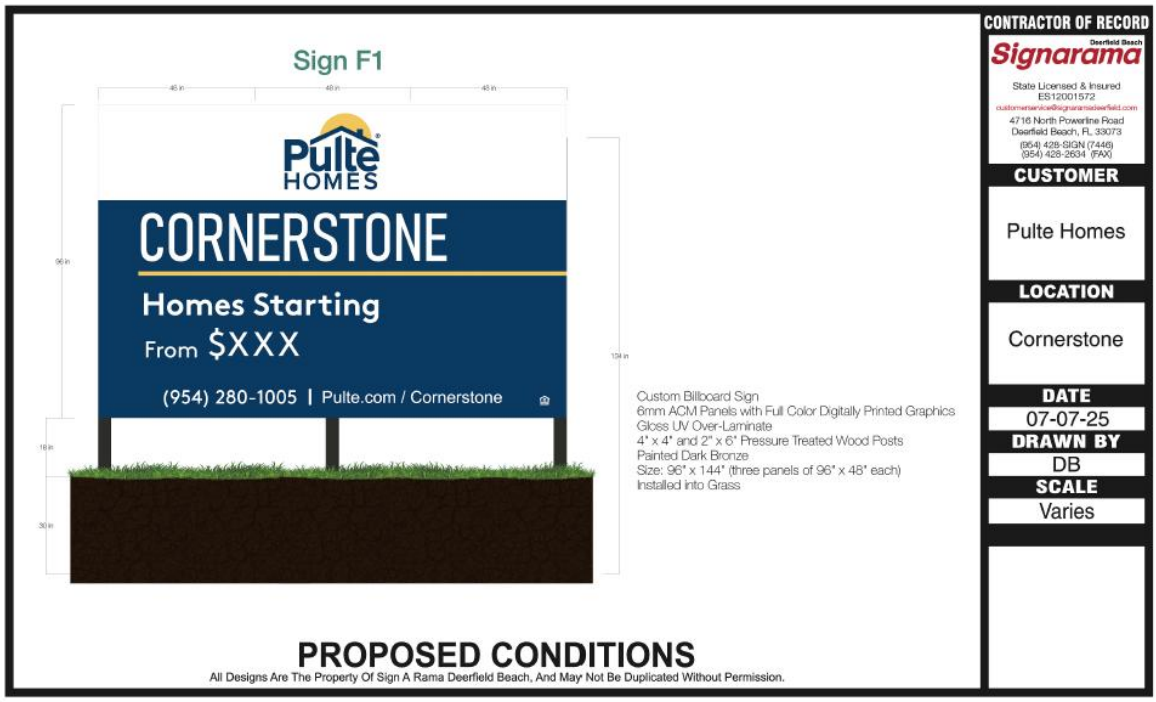



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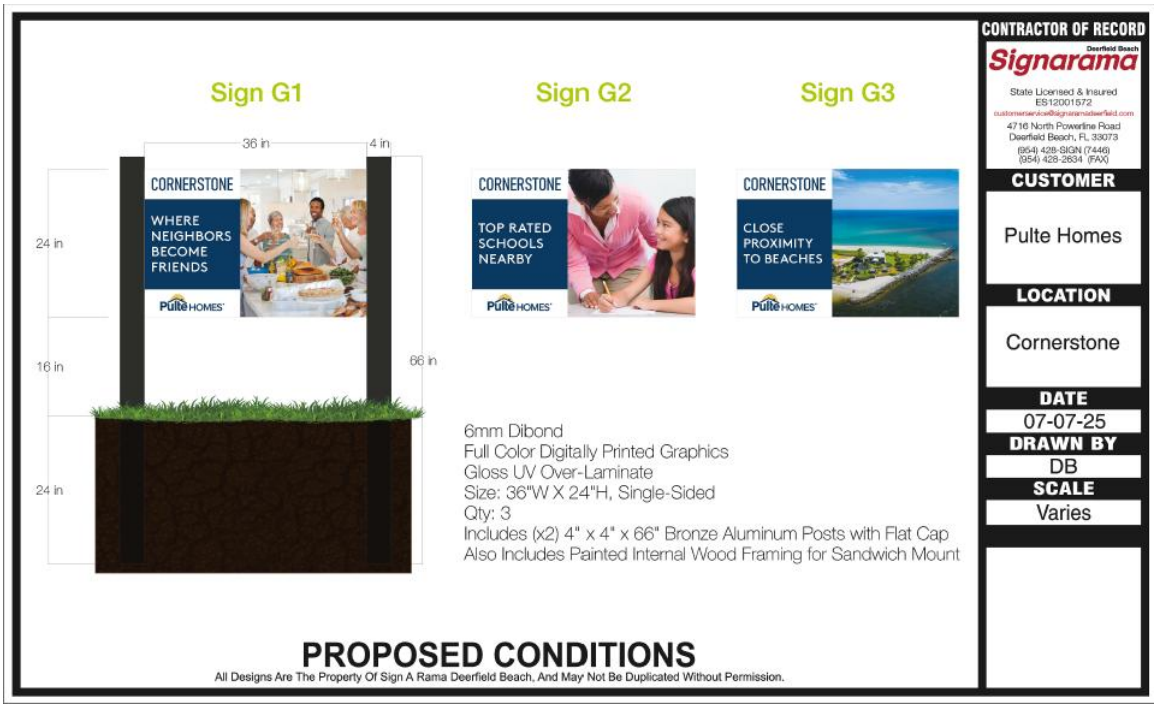



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EXHIBIT 6

CONDITIONS OF DEVELOPMENT

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, [redacted].

2. The minimum Open Space shall be 20% of the Final PD site area.

3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.

10. Phasing of this project will require the following at the time of Final PD:

    The approximate date when construction of the project can be expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

11. The Final PD site plan shall contain the following information, at minimum:

    a. A Landscape plan per section 123-4 of the City Ordinance.

b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The heights of proposed buildings and structures.
d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application

submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

BARTLETT LOEB
HINDS, THOMPSON & ANGELOS

Tampa
Stuart
Austin

819 SW Federal Hwy
Suite 300
Stuart, FL 34994

P: 772-252-3000
F: 813-228-6422
E: NICHOLASG@BLHTLAW.COM

October 3, 2025

VIA EMAIL TRANSMITTAL

Vennis Gilmore
Historic Preservation Officer / Senior Planner
City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, FL 34950
vgilmore@cityoffortpierce.com

RE: **Pulte-Cornerstone PDs / WestCity FP Shops**

Mr. Gilmore:

We are in receipt of your email dated October 2, 2025, requesting a statement from WestCity FP Shops, LLC ("WestCity") summarizing WestCity's position on the referenced project and its impact on WestCity's property and property rights. Please accept this letter as WestCity's response, to be included in the agenda for the City's upcoming consideration of the proposed project.

As we have discussed and maintained, WestCity currently has an existing right of access to its property established via plat, as well as an existing access easement agreement with the owner of the property on which the referenced project is proposed. The developer, Pulte, has approached WestCity about moving that access easement to the east portion of the property, but no bona fide negotiations ever have taken place, let alone resulted in a concrete, enforceable agreement protecting WestCity's existing access and property rights.

Moreover, based on the developer's most recent site plan submittal, it appears Pulte does not contemplate constructing this (hypothetical) eastern access route upon commencement of Phase 1 of its project, but instead is proposing its construction only concurrent with Phase 2, which currently has not so much as a tentative commencement or completion date, and which—as we all know, due to the realities of development—could *never* happen.

To remedy this deficiency, WestCity would require the cross-access roadway to be constructed as part of Pulte's roadway construction at the outset of Phase One, with WestCity's access rights, and use thereof, to commence upon completion of the roadway. In the event Pulte were to fail, for any reason, to satisfy this condition, WestCity would then acquire the right to step into Pulte's shoes and complete this construction. Finally, to validate and ensure its easement rights, WestCity would require a written, enforceable cross access agreement to be executed prior to site plan approval.

Pulte's current site plan, as submitted for the City's consideration, includes nothing approaching such minimum provisions, and would therefore significantly inhibit WestCity's access to its own property. Without an enforceable agreement to preclude this scenario, WestCity's existing right of access—vested both via plat and the easement agreement—will be infringed.

For the firm,

BARTLETT LOEB HINDS THOMPSON & ANGELOS

By: */s/ Nicholas M. Gieseler*
NICHOLAS M. GIESELER

Copies via email to:

Ken Simigran, Ken@wcpartners.com
Kevin Freeman, kfreeman@cityoffortpierce.com
Christopher Suneson, csuneson@cityoffortpierce.com

From: Ken Simigran
To: Vennis Gilmore; Kevin Freeman; Christopher Suneson
Subject: Fwd: Pulte Commercial Parcel Access
Date: Monday, October 6, 2025 2:46:49 PM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Making sure you saw the attachment below from SLC and Grant Chambers acknowledging their view of the north cross access.
Kenny
Sent from my iPhone

Kenny Simigran

Begin forwarded message:

From: "Grant M. Chambers" <Grant.M.Chambers@stlucieco.gov>
Date: September 17, 2025 at 2:34:05 PM EDT
To: Nicholas Gieseler <NicholasG@blhtlaw.com>
Cc: Daniel Zrallack <Daniel.Zrallack@stlucieco.gov>
Subject: RE: Pulte Commercial Parcel Access

Good afternoon,

The onsite review would be under the purview of the City. The County does not have an objection to the location of the easement access at this time.

Regarding the Right-of-Way, as long as we have the ultimate 160 feet in this location and the sidewalk is within the Right-of-Way, we will not be requesting additional Right-of-Way. There is an ongoing PD&E study that could impact Right-of-Way dimensions along the corridor in the future, but we do not have any information on that yet.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

<image001.png>
<image002.jpg>

From: Nicholas Gieseler <NicholasG@blhtlaw.com>
Sent: Monday, September 15, 2025 10:22 AM
To: Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>
Subject: Pulte Commercial Parcel Access

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Grant,

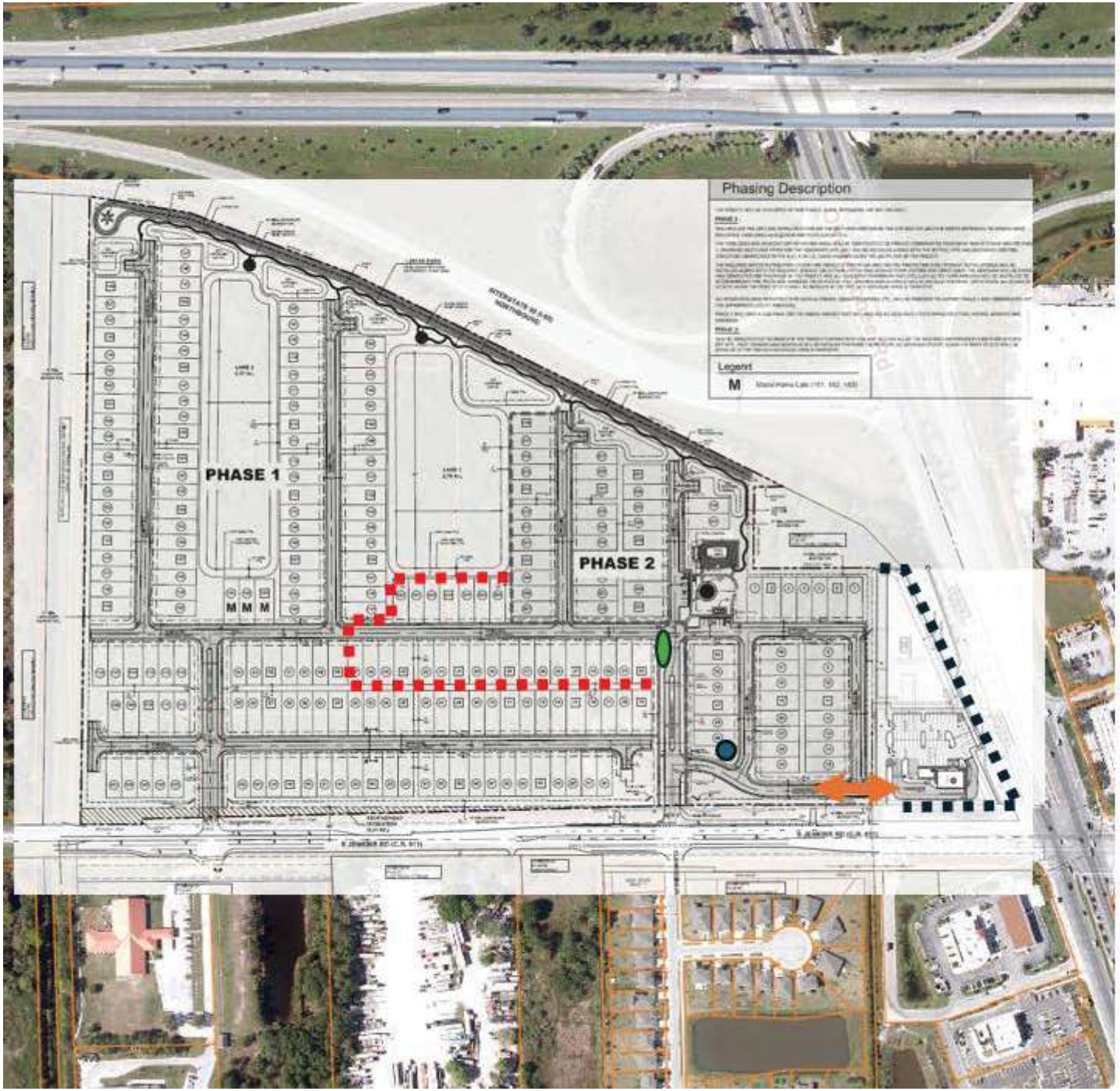
Per our conversation, attached is a blown-up plan showing the direct access to the commercial parcel from Jenkins in relation to the Pulte easement access. Let me know if you need anything else. Thanks.

-Nick

Nicholas M. Gieseler | Attorney
Bartlett, Loeb, Hinds, Thompson, & Angelos
NicholasG@blhtlaw.com

www.blhtlaw.com

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.



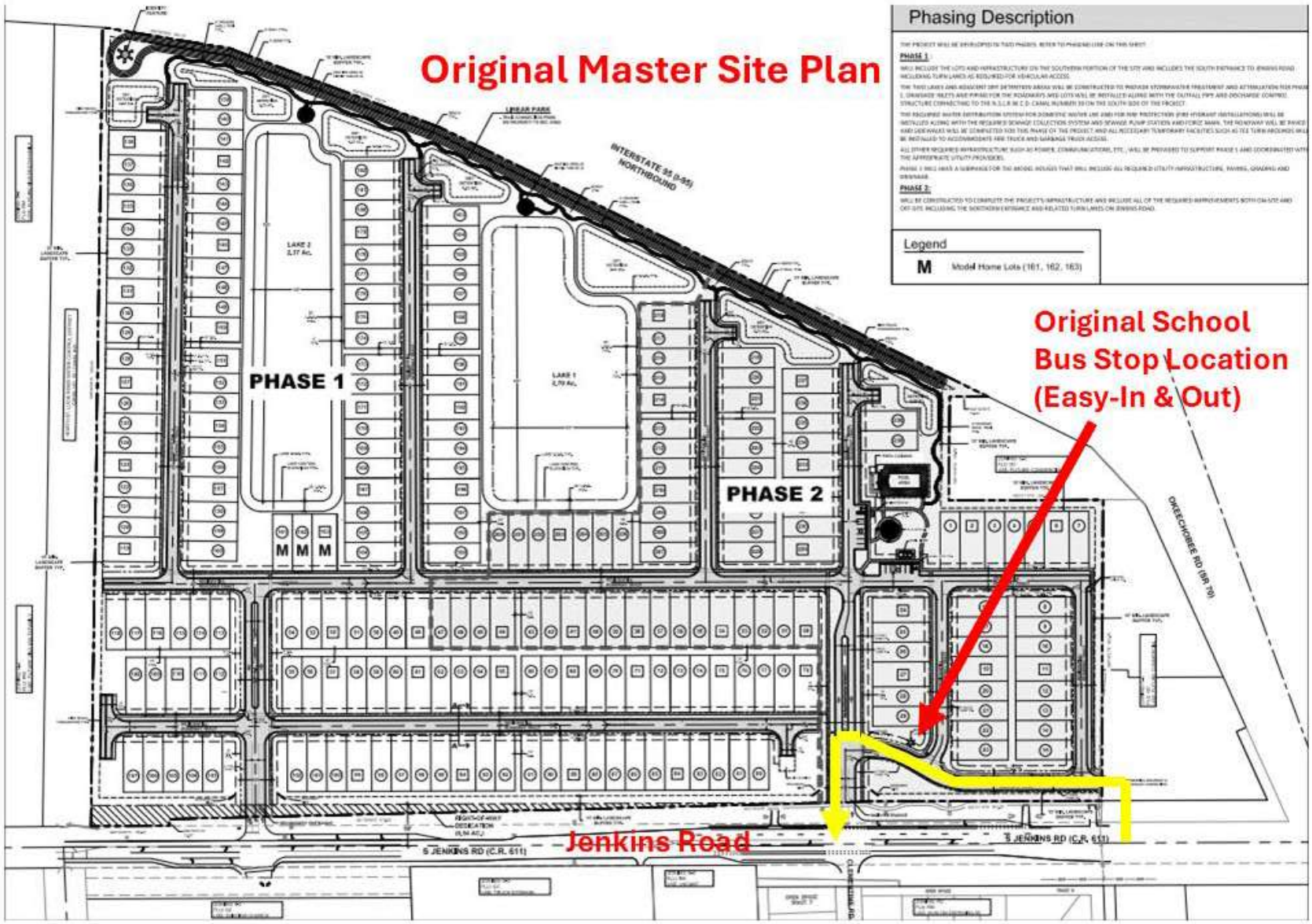
Original Phase 2 Line

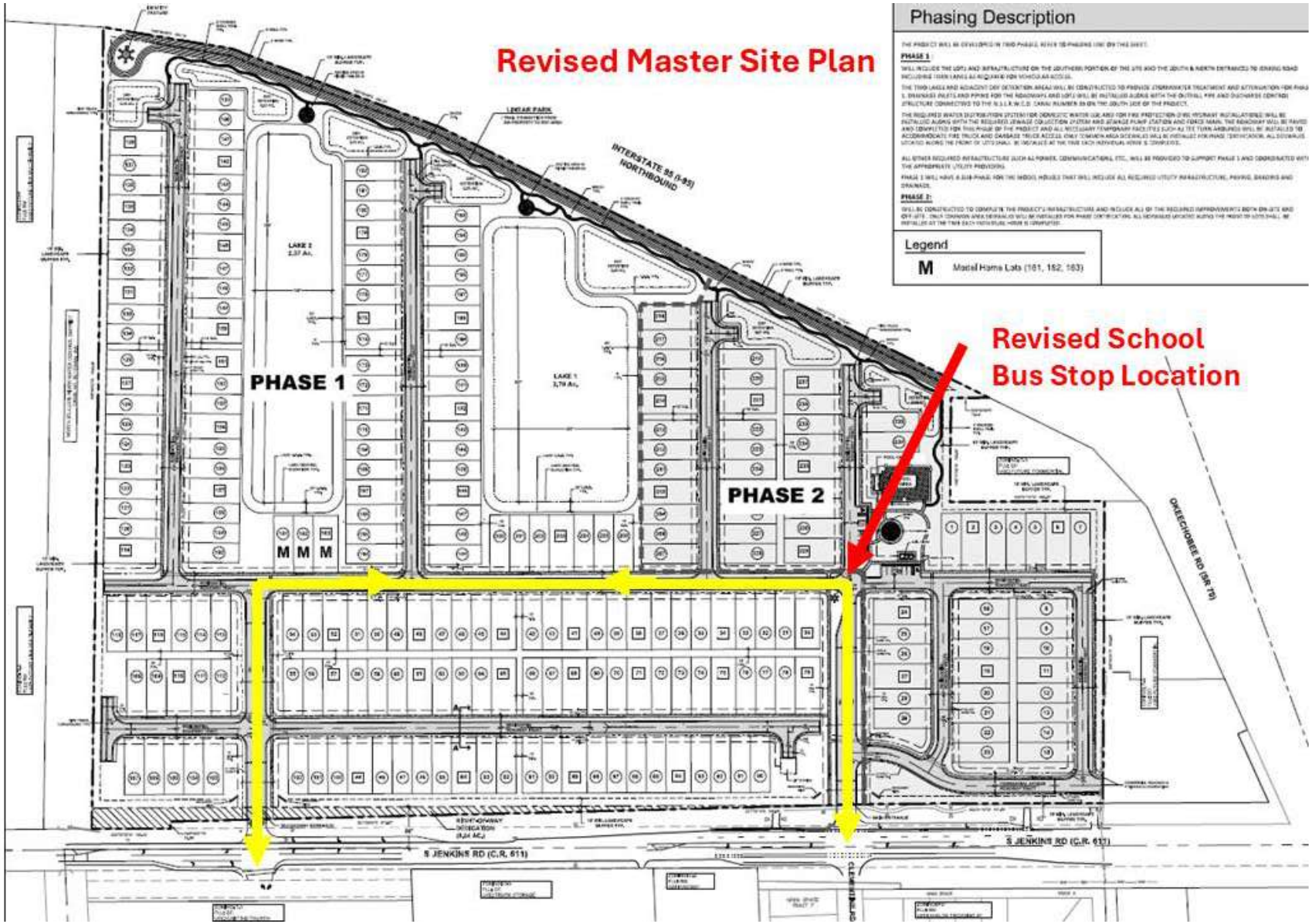
Adjacent Site Plan

Cross Access

Original Bus Stop Location

New Bus Stop Location


Original Master Site Plan
Phasing Description
Legend
M Model Home Lots (161, 162, 163)
Original School
Bus Stop Location
(Easy-In & Out)
PHASE 1
PHASE 2
M M M
INTERSTATE 95 (I-95)
NORTHBOUND
OKEECHOBEE RD (SR 70)
S JENKINS RD (C.R. 611)
Jenkins Road


Revised Master Site Plan
Revised School
Bus Stop Location
Phasing Description
Legend
M Model Home Lots (161, 162, 163)
PHASE 1
PHASE 2
M M M
INTERSTATE 95 (I-95)
NORTHBOUND
S JENKINS RD (C.R. 611)
OKEECHOBEE RD (SR 70)

From: Leslie Olson
To: Vennis Gilmore
Subject: Unity of Title: Cornerstone
Date: Friday, September 26, 2025 11:29:23 AM

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From Lee Dobbins Regarding the Unity of Title:

- A Unity of Title is a legal document recorded in the public record that prohibits the property owner from selling off any part of the property. In other words, the property has to remain unified under a single property owner.
- We plan to subdivide the property into single family lots, which Pulte will sell to residents. If there is a Unity of Title encumbering the land, we will need to get the City Commission to approve and sign a release of the Unity of Title, so we can record it in the public record before we record the plat. Otherwise, no home purchaser will be able to obtain a title insurance policy, because the title companies will see the Unity of Title prohibiting Pulte from selling off any part of the property and they will refuse to insure the sales.
- FYI, I have not typically seen Unities of Title required for projects that are intended to be subdivided, because in that situation the Unity of Title is in direct conflict with the intent of the project. A Unity of Title is intended to keep the property unified. Unities of Title are typically required only in projects that are intended to remain unified.
- In order to address the City's desire to have a unity of title requirement, while still making it clear that Pulte is allowed to subdivide the property and sell lots pursuant to a City-approved plat, we have included language in the PD Agreement as follows: ***Unity of Control.*** *Owner agrees that the Subject Property shall be developed as one parcel of land, in two or more phases, consistent with a final site plan approved by the City incorporating the entire Subject Property. The Subject Property may only be subdivided pursuant to a subdivision plat or lot split approved by the City in accordance with all applicable requirements of the Code. This paragraph shall not prohibit the conveyance of any lot, parcel or tract in accordance with a plat or lot split approved by the City and recorded in the public record, or the conveyance of right-of-way to any governmental entity.*

Sent from my iPhone

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x

sostrander@fpua.com

November 22, 2024

Jennifer Hofmeister-Drew
JHD Planning Consulting, Inc.
4424 Main Street, Ste 3038
Jupiter, FL 33458

SUBJECT: Cornerstone Ft Pierce & Golden Arrow Development LLC
PCN: 2324-413-000-000-9, 2324-431-0001-000-2

Dear Ms. Hofmeister-Drew,

As requested, Fort Pierce Utilities Authority (FPUA) would like to confirm the availability of water and wastewater services to the above-referenced parcels. Reuse water is not available at this location. Capacity is currently available at FPUA's Water Treatment Plant and Water Reclamation Facility.

Availability would be contingent upon the completion of construction of the required infrastructure, payment of the applicable fees and charges. Please visit our website at www.fpua.com to review developer requirements, specifications, details, fees, etc.

Should you have any questions please contact Shane Ostrander at 772 466-1600 ext. 3468.

Sincerely,

SMO

Shane Ostrander
Environmental Engineer

Ec.: file

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

FORT PIERCE UTILITIES AUTHORITY
"Community Proud"

Developer's Responsibilities for Utility Connection

The purpose of this document is to provide clear direction for connecting a project to the Fort Pierce Utilities Authority (FPUA) water and wastewater system.

Note that approval through the City of Fort Pierce or Saint Lucie County site plan approval process does not constitute approval of your detailed utility plans through FPUA. The steps required for FPUA approval are listed below. All Forms, Standards and Specifications, Standard Details, etc. can be downloaded from our website under the Doing Business with FPUA link then W/WW Engineering Downloads.

1. Visit www.FPUA.com and become familiar with our Standards and Specifications. Standard details are provided .pdf format for easy transfer onto your construction plans. These details are updated often and you are responsible for obtaining the most current specifications.

   (http://www.fpua.com/Business/StartStopNewServices/DevelopmentServicesWWWDownloads.aspx)

2. It is recommended at this time to contact schedule a pre-design conference with an FPUA Project Manager.

3. Submit payment for Engineering plan review and inspection services fee as per U.A. Resolution 2011-06. You may calculate this fee yourself or contact our office and we shall prepare and fax/e-mail an invoice to you. If you elect to calculate the fee yourself in an effort to expedite the submittal process, keep in mind that your calculations are subject to FPUA approval. This fee must be paid prior to the return of your first plan submittal, permits, etc. Review fees are based on:

   $500 Flat charge per development
   plus $20 per water equivalent residential connection (WERC) at 300 gallons per day
   plus $20 per sewer equivalent residential connection (SERC) at 240 gallons per day

   Note: For multi-family developments, (more than two units per building) each unit represents 70% of one WERC and 87.5% of one SERC.

4. Submit 2 initial sets of detailed utility drawings to 1701 S. 37th Street, Fort Pierce, FL 34947. Submit 3 sets of drawings.

   Note: Reference section 1.22 of the General Design & Construction Standards for Drawing/CAD requirements. Failure to adhere to requirements will result in utility plan denial. Allow 30-day response time. It may take several submittals to receive an approved design.

5. Submit any required permits (Draft) with your initial construction plans. Please use the Water and Wastewater FDEP Permit forms provided on the website as the pertinent information is always current.

6. Submit a Notice of Intent to Discharge Form with your initial construction plans. Should you need an Application for Wastewater Discharge Permit, you will be contacted by our Pretreatment Coordinator.

7. Upon plan approval, you will receive one set of the submitted plans stamped approved or approved as noted and any applicable permits executed.
8. Execute and submit a Water and Wastewater Supply Agreement at the time of final plan submittal. This is a three party document outlining the requirements of the project owner and project engineer.
9. If your property is outside the City Limits, the property owner will be required to sign an Annexation Agreement. Please utilize the following procedure to complete the agreement: provide your FPUA Project Manager with the following information for the property owner: Name, Contact Number, Site Address, Mailing Address, Parcel ID Number

   Our office will provide this information to our attorney, R.N. Koblegard, who will prepare an annexation agreement and their office will call the property owner to schedule an appointment to sign the agreement and will thereafter record the agreement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the agreement is signed, range from $50 - $400.

   Note that until the approval and acceptance of the Plans and Permits, the execution of the Annexation Agreement, Supply Agreement, and Payment of Capital Improvement Charges, Accrued Guaranteed Revenue Charges, and other associated fees, the project cannot move forward to the construction phase.

10. Submit five sets of shop drawings for all sanitary structures and manufacturer's cut sheets for all materials. These submittals will be reviewed and may be returned approved or revise and resubmit if major deficiencies are found.
11. Contact your FPUA Project Manager to schedule a pre-construction meeting.
12. When your project is getting about 90% complete, please contact your FPUA Project Manager to schedule a post-construction meeting. At that meeting, you will need to have your turnover package complete. All items in the turnover package must be complete prior to scheduling a walk-through. Listed below are the items in the turnover package:

    a. Bill of Sale/Cost and Quantities (utilize form on website)
    b. FDEP Water/Wastewater Certification
    c. DDC Data Sheet to include device number, manufacturer, installation date, test date and results, and device size
    d. Record Drawings – Need Two Sets of Paper Copy Drawings (As-Builts are not accepted)
    e. Gravity Sewer Inspection DVD
    f. Lift Station Start Up
    g. Lift Station O & M Manuals (FPUA Owned Only)
    h. Private Lift Station/Collection System Application (if applicable)

13. If your project requires an easement, the property owner will be required to sign an Easement Form. Please complete the attached form Request for Preparation of Easement and return to your FPUA Project Manager.

    Our office will provide this information to our attorney, who will prepare an easement and their office will call the property owner to schedule an appointment to sign it and will thereafter record the easement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the easement is signed, are $250 plus recording costs.

14. The following items need to be received prior to any meters being installed or chain being removed from DDC:

    a. All Fees Paid (meter, DDC, deposits, New Account Setup Fees, etc.)
    b. Final Inspection/Walk-Through
    c. Punch List Complete
    d. Contractor's Affidavit and Release of Lien (utilize form on website)
    e. Executed Easement
    f. Memorandum from Applicable Right-of-Way Agency (Agency Granting Permit) that Project is Acceptable to Them
    g. Record Drawings – After Review and Approval, Need Two Sets Paper Copy, One Set of Mylars and One CD in AutoCad Format.

DDC Installation Procedures

Below are the procedures for the installation of a DDC for unmetered fire

- Fire/Mechanical Plans (offsite to device only) approved by FPUA Project Manager (PM)
- Submittals approved by PM, with an approved set provided to Water Distribution (WD)
- PM will acquire DDC installer contact information at pre-construction meeting and provide to WD
- DDC contractor must be licensed with certification in backflow device installation and testing. Proof of certification must be provided to WD prior to pressure test
- Upon notification of the need for a DDC, Engineering Coordinator (EC) e-mails Key Accounts (KA) with device size and account information
- KA sets up account and creates service order which charges $40 Initiation of Service Charge and alerts WD, via service order, of the DDC being installed
- Contractor installs standpipes, concrete pad, and DDC under direct supervision of Water/Wastewater/Natural Gas Engineering Inspector to ensure compliance with clearances and adequate work space for future testing, maintenance, and repairs. Inspector locks device with chain after installation
- Prior to scheduling the backflow certification test through the inspector, all lines to and from the device must be chlorinated and pressure tested per their respective agencies
- WD Service Foreman must be notified (via Inspector) at least 24 hours prior to the test. Service Foreman must be present for the test and re-locks the OS&Y in the closed position after test. The test sheet must be given to WD either directly after the test or arrangements should be made to receive the test results. Engineering does not need a copy of the test results; WD will notify inspector of the test results
- If at any time after the DDC installation the lock or chain has been found cut, the Revenue Protection Officer will be notified immediately. **Tampering or removal of the lock and/or chain will result in a Tampering Fee of $200 and all associated fees according to the current FPUA Resolution. (WD will do a T-Tamper-Water service order; Revenue Protection Officer will go to site, take pictures, and bill tampering fee)**
- After final walk-thru, EC will send Meter Installation Authorization (MIA) Form to WD Administrative Coordinator authorizing removal of the chain and begin billing
- WD will remove the chain and add the DDC information to the account, including the device number and billing rate
- EC will send Cost and Quantities to Finance to record the asset

REQUEST FOR PREPARATION OF EASEMENT

1. CUSTOMER NAME AND ADDRESS

_____
_____
_____
_____

2. CUSTOMER CONTACT PERSON, ADDRESS AND PHONE NUMBER

_____
_____
_____

3. FPUA CONTACT PERSON AND CONTACT INFORMATION

_____
_____

4. SITE ADDRESS AND PARCEL ID

_____
_____
_____
_____

5. LEGAL DESCRIPTION AND EASEMENT DESCRIPTION

_____
_____
_____
_____
_____
_____
_____
_____

6. EASEMENT TO BE PREPARED AT THE COST OF

_____ PROPERTY/BUSINESS OWNER
_____ FPUA

7. PROJECT SCHEDULED COMMENCEMENT DATE _____

8. ATTACH SKETCH OF EASEMENT

SEQUENCE OF EVENTS IN PREPARATION OF EASEMENT

1. Complete Request for Preparation of Easement. When at all possible, all easements should be done on one form.

2. Forward completed Request form to FPUA Attorney.

3. FPUA Attorney will order title search.

4. Upon receipt of title search, FPUA Attorney will email identity of owner and any mortgagees to FPUA Contact Person.

5. FPUA Contact Person will contact Customer/Owner to determine willingness to sign an easement and inform the Owner of the need for the lender, if any, to join in easement.

6. If Customer/Owner is willing to sign an easement, FPUA Contact Person will so advise FPUA Attorney, and an easement will be prepared.

7. FPUA Attorney will call Customer/Owner to make arrangements to have the easement signed. In the alternative, if Contact Person wishes, the easement and other documents can be emailed to FPUA Contact Person to have signed. FPUA Contact Person will then return the signed easement/documents to FPUA Attorney.

8. FPUA Attorney will record the signed easement/documents and will return the recorded easement to Water/Wastewater Engineering to the Engineering Coordinator.

9. Engineering Coordinator assigns a Utilities Easement Number, scans and saves easement document, and records in the MS Access Easement Database.

10. Engineering Coordinator gives the easement to the technician assigned to put on GIS. Technician draws easement on GIS and gives to Project Manager for verification.

11. Upon verification, Project Manager gives Engineering Coordinator original recorded easement. Engineering Coordinator places in fireproof file cabinet.

Owner1	Mailing Address 1	Mailing Address 2	Mailing City State Zip
Cornerstone Fort Pierce Dev	c/o ECHO Real Estate Services Company	560 Epsilon Dr	Pittsburgh; PA 15238-2815
Viva Communties At Treasure Coast West LLC	365 Route 59; Unit Ste 110		Airmont; NY 10952-3460
Acencion Covarrubias Santoyo	2201 Barbara AVE		Fort Pierce; FL 34982-6443
St Lucie County	2300 Virginia AVE		Fort Pierce; FL 34982-5632
Kronos LLC	c/o William G Angelos	1708 Coconut Dr	Fort Pierce; FL 34949-3439
St Peter Evangelical Luthern	2900 S Jenkins RD		Fort Pierce; FL 34981-4427
NSLRWCD	14666 Orange AVE		Fort Pierce; FL 34945-4511
S R BACHER ENTERPRISES LLC	1821 N US Highway 1		Fort Pierce; FL 34946-1498

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

FROM : Venetia Barnes, Stormwater Engineer VB

THRU : Tracy Telle, Engineering Manager TT

RE : 2721 S. Jenkins Road Master PD – Pulte Cornerstone
TRC No. PD2024-00007

DATE : December 18, 2024

This is to advise you that we have completed the review of the following documents as received by this office on December 6, 2024:

- [x] Master Plan Development
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend
- [x] Approval w/ conditions of Master PD
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for conditions of approval

ENGINEERING CONDITIONS OF APPROVAL:

1. The ALTA/Boundary and Topography Survey provided was signed but not sealed. An original signed and sealed Boundary and Topography Survey shall be required with the Final PD submittal both in electronic and hard copy.
2. Should the stormwater management area adjacent to S. Jenkins Road be constructed as a dry/wet retention/detention area then it shall be relocated away from the public right-of-way as per the criteria specified in Section 119.
3. A formal wetland determination and gopher tortoise survey will be required at time of Final PD submittal.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.19.24
Property Address: Planned Development (Rezoning) - Pulte-Cornerstone PD - 2785 S Jenkins Road

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/12/24

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

November 21, 2024

Case #: PD2024-00007

Planner: City of Ft. Pierce Planning Department.

Rezoning

2721 S. Jenkins Rd. Ft. Pierce. Pulte – Cornerstone.

Comments:

Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 250. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Thank you for your attention and consideration.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		250
Average number of people per household	x	2.5
total proposed population increase		625
	/1000	0.625
	x	2.9
Additional Officers Necessary		1.8

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

From: Jesse Almand
To: Planning Department
Subject: PD2024-00007
Date: Thursday, December 12, 2024 3:21:00 PM
Attachments: Outlook-sse0m3eg.png

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

SLCFD has no comments for this portion of the project.

Respectfully,

Jesse Almand~736
Lieutenant, Fire Plans Examiner/Investigator
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Leslie Olson
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Project #: Project #: PD2024-00007

Subject: Pulte-Cornerstone Master Planned Development – Rezoning –- Technical Review Committee Comments for December 19, 2024, TRC Meeting

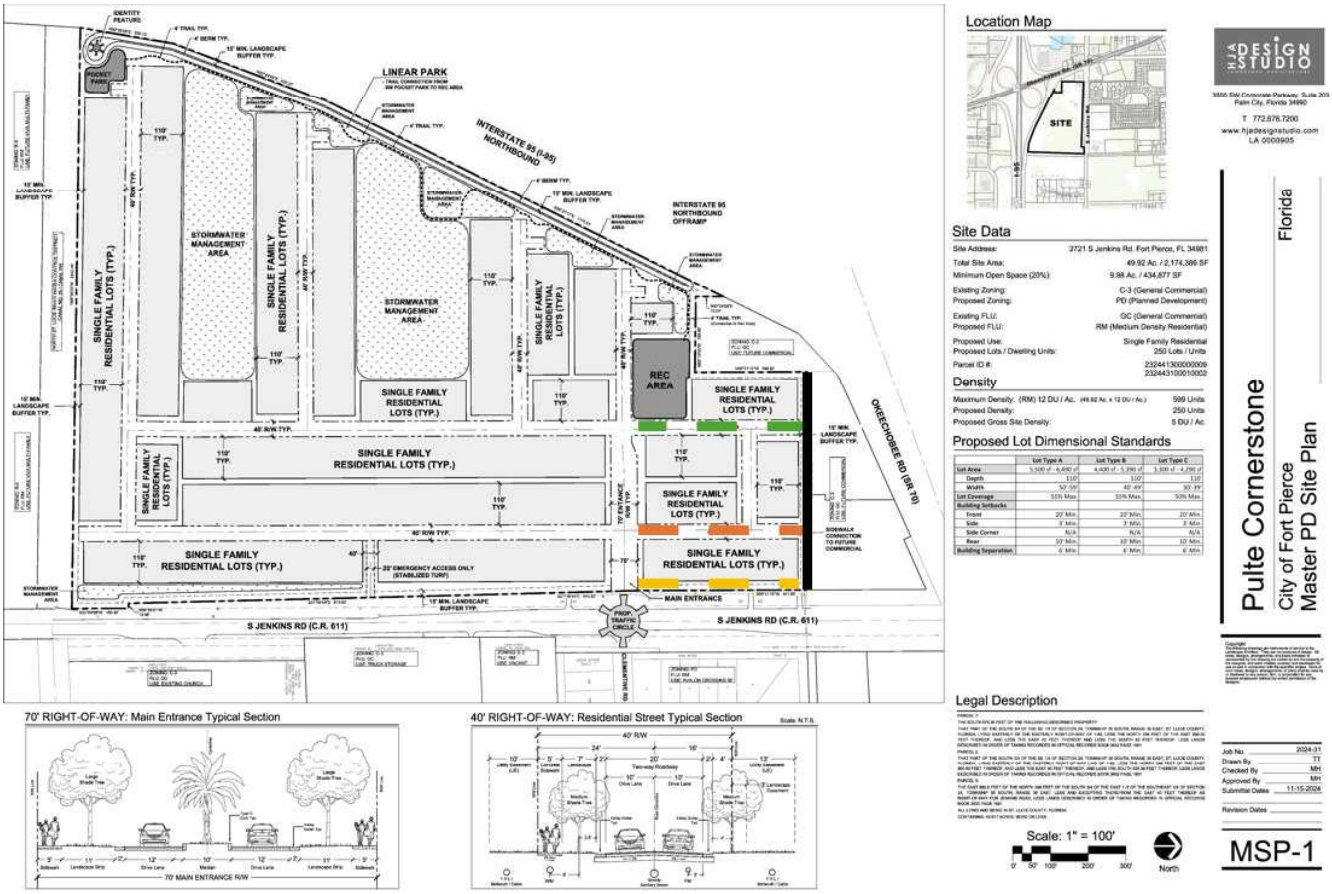
City of Fort Pierce Planning Department

1. Per City of Fort Pierce Comprehensive Plan Policy 2.5.4 & 2.5.5 –

   Apply access management standards along main arterial and collector roads to improve safety. Access management strategies such as inter-parcel or shared driveway access shall be implemented.

   Implement pedestrian cross-access, pedestrian features, transit features and other transportation demand strategies on all primary City corridors.

   Please implement a vehicular cross-access in addition to the pedestrian access listed on the Master Site Plan. See the exhibit below with three (3) possible options.



2. A Final DP shall be required prior to any development activities with the Master Site Plan by HJA Studios, Job No. 2024-31, 11.15.2024.

3. The minimum Open Space shall be 20% of the Final PD site area.

4. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.

5. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

6. The Final PD site plan submittal shall include a wetland jurisdictional survey.

7. Prior to submittal of a Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.

8. Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

9. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

10. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

11. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

12. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

13. If the applicant intends to phase the project, please include a development phasing schedule indicating:

    The approximate date when construction of the project can be expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

14. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

15. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

16. The property shall be platted prior to any vertical construction activities.

17. After completion of the platting of the property, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PD2024-00007

Pulte Cornerstone PD-2785 S Jenkins Rd

Comments

W/WW Engineering: Concept approved.

Water and wastewater (via force main) is available to serve the subject parcel. To connect to water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application, and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/

Developers_Responsibilities.pdf

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved with comments**. The developer will be responsible for providing and installing all on-site conduit, pads, and service conductors along with all costs associated with this project including off-site upgrades necessary to serve the development.

Due to supply chain issues, FPUA makes no guarantees regarding project completion or material availability.

Please contact Eric Meyer for customer requirements and project coordination.

(Con't pg 2)

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
emeyer@fpua.com
(772) 466-1600 ext. 6305

Gas: Approved. Note: Natural Gas is available for this project FPUA can provide infrastructure (gas main/services) as well as tankless water heaters for this project at no expense to the builder/developer provided all homes utilize natural gas. Please reach out to Billy Dupre 772-466-1600 X 4705 for more info.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Available.**
Contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements.

Developer Letter.pdf

December 18, 2024

PROJECT: **Pulte-Cornerstone Master Planned Development - 2721 S. Jenkins Road**

REF: PD2024-00007

TO: Vennis Gilmore

FROM: Grant Chambers

Corrections:

1. Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.
2. Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.
3. Jenkins Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication to meet the minimum 160-foot ultimate Right-of-Way will be required.
4. A traffic circle in Jenkins Road will not be supported by County staff as Jenkins Road is identified on the freight network.
5. A 6-foot sidewalk is required along the west side of Jenkins Road.
6. The southern proposed access shall align with the existing driveway of the school and church on the east side of Jenkins Road.

Conditions:

7. A Site Development Permit is required prior to performing site improvement activities.
8. A Road improvement agreement and bonding will be required for all roadway improvements to Jenkins Road.



Friday, September 26, 2025 · 7:55 AM Edit

20250926_075520.jpg

/Internal storage/DCIM/Camera

Galaxy Z Flip5

5.75 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/679 s

Add tag



Friday, September 26, 2025 · 8:01 AM Edit

20250926_080149.jpg

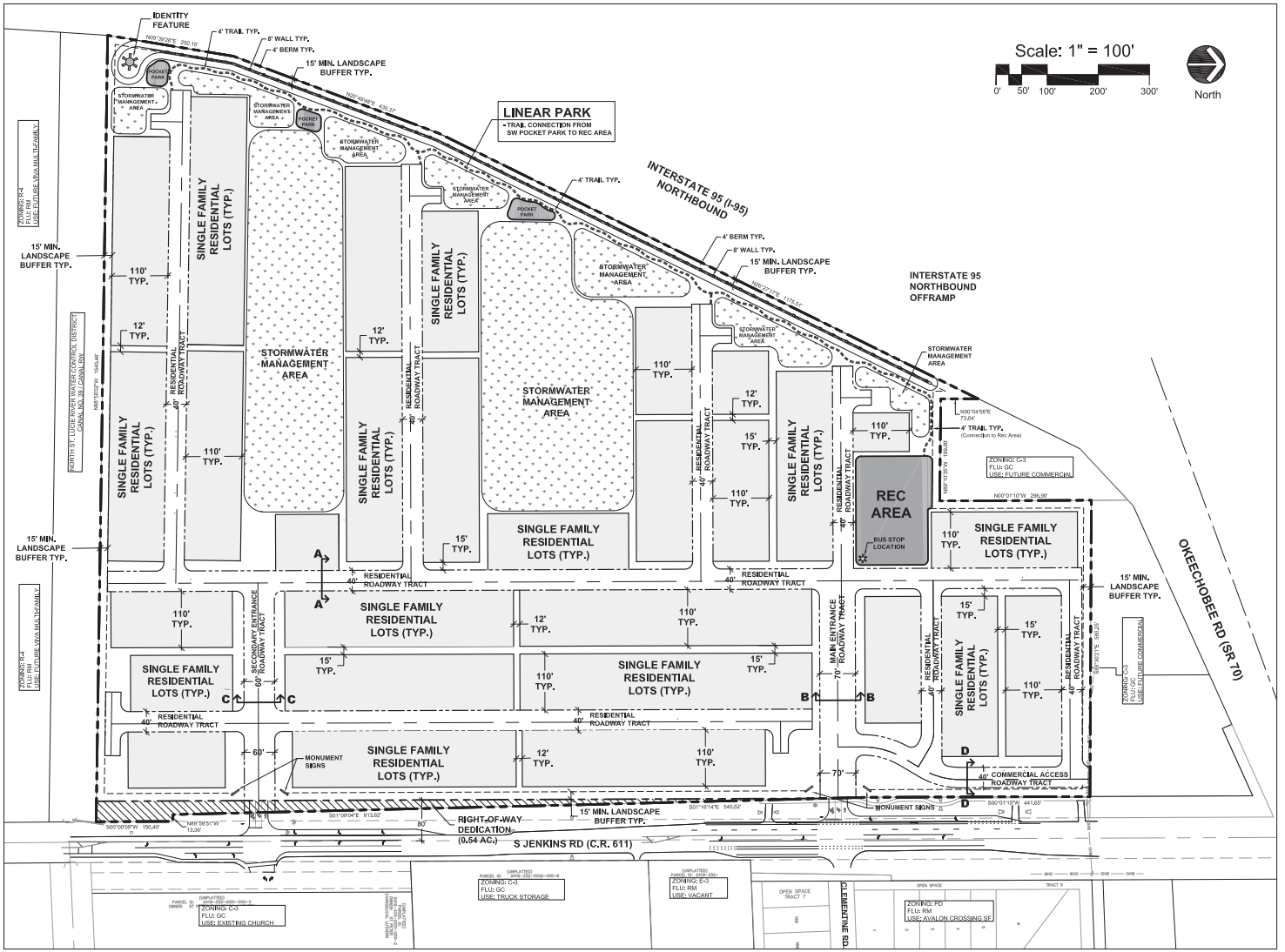
/Internal storage/DCIM/Camera

Galaxy Z Flip5

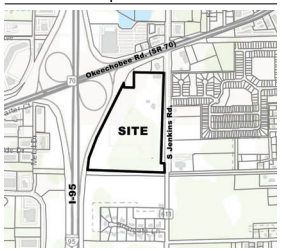
7.08 MB | 4000x3000 | 12MP

ISO 50 | 24mm | 0.0ev | F1.8 | 1/713 s

Add tag



Location Map



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	2324413000000009 2324431000010002

Density

Maximum Density: (RM) 5 DU / Ac. (49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:	250 Units
Proposed Gross Site Density:	5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Legal Description

PARCEL 1:
THE SOUTH 574.26 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 660.00 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

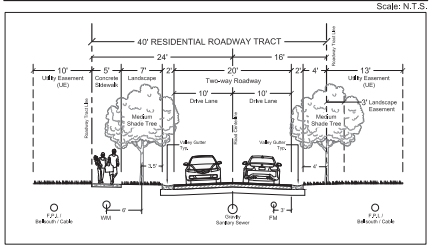
PARCEL 2:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 660.00 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 600.34 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:
THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
CONTAINING 49.917 ACRES, MORE OR LESS

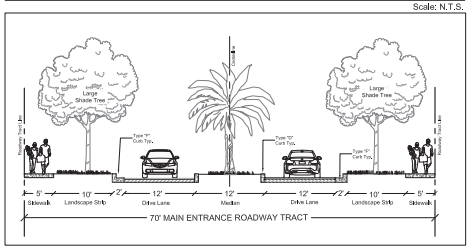
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



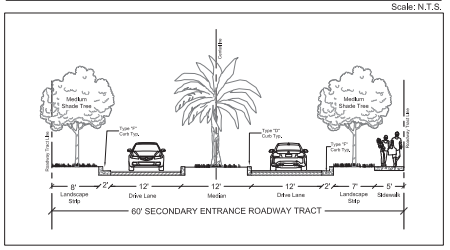
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



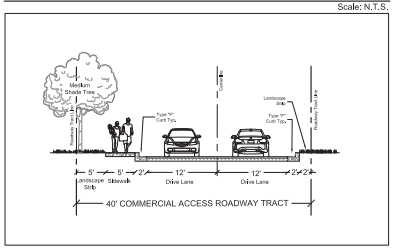
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



Pulte Cornerstone

City of Fort Pierce Florida

Master PD Site Plan

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	11-15-2024 2-14-2025 6-13-2025
Revision Dates	11-14-25 (Revised Bus Stop Location) 12-4-25 (Revised Side Corner Setback In table)

MSP-1


IDENTITY FEATURE
4' TRAIL TYP.
8' Wall
4' Berm @ 3:1
LINEAR PARK
- TRAIL CONNECTION FROM SW PROPERTY TO REC AREA
Picnic Area
LAKE 2
2.37 Ac.
Picnic Area
LAKE 1
2.70 Ac.
INTERSTATE 95 (I-95) NORTHBOUND
INTERSTATE 95 NORTHBOUND OFFRAMP
4' TRAIL TYP.
4' Berm @ 3:1
8' Wall
4' TRAIL TYP.
ZONING: C-3
FLU: GC
USE: FUTURE COMMERCIAL
REC / POOL AREA
OKEECHOBEE RD (SR 70)
ZONING: C-3
FLU: GC
USE: FUTURE COMMERCIAL
M M M
40' RESIDENTIAL ROADWAY TRACT TYP.
Bus Stop
40' RESIDENTIAL ROADWAY TRACT TYP.
60'
70'
40' COMMERCIAL ACCESS ROADWAY TRACT
MAIN ENTRANCE
SECONDARY ENTRANCE
R/W DEDICATION (0.54 AC.)
S JENKINS RD (C.R. 611)
CLEMENTINE RD
ZONING: C-3
FLU: GC
USE: EXISTING CHURCH
ZONING: C-3
FLU: GC
USE: TRUCK STORAGE
ZONING: E-3
FLU: RM
USE: VACANT
ZONING: PD
FLU: RM
USE: AVALON CROSSING SF
CANAL NO. 39 / CANAL R/W
Legend
Lot Type "A" (48' x
- 55 Total Lots
Lot Type "B" (38' x
- 184 Total Lots

WestCity FP Shops, LLC &
WestCity FP Shops Property Owners Association, Inc.
9293 NW 15 St.
Coral Springs, FL 33071-6048

December 2, 2025

City of Ft. Pierce Commissioners
City Hall
100 N. US 1
Fort Pierce, FL 34950

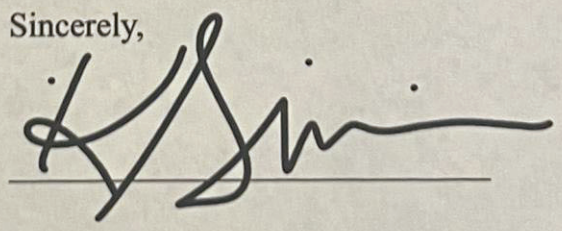
RE: Pulte-Cornerstone Planned Development

Dear Mayor and City Commissioners,

WestCity FP Shops, LLC and WestCity FP Shops Property Owners Association, Inc. (together "WestCity") own commercially zoned land located just southeast of the interchange at I-95 and Okeechobee Road. Just south of WestCity's property is property owned by Cornerstone Fort Pierce Development, LLC, which currently is going through the City approval process for the Pulte-Cornerstone Planned Development ("PD").

The site plan for Pulte-Cornerstone PD includes a vehicular access drive giving access to WestCity's land. Approval of the Pulte-Cornerstone PD with the access drive will help support future commercial development on WestCity's property. WestCity is in support of the application for the Pulte-Cornerstone PD and asks that the City grant master and final planned development approval for this project.

Sincerely,



INSTRUMENT PREPARED BY
AND RETURN TO:
Kristilee M. Chihos, Esq.
DEAN MEAD
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
(407) 841-1200

AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT (the "**Amendment**") is made by and between **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity**"), **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity POA**"), and **CORNERSTONE FORT PIERCE DEVELOPMENT, LLC**, a Delaware limited liability company ("**Developer**"), and is intended to be made effective upon the recording of this Amendment in the Public Records of Saint Lucie County, Florida (the "**Amendment Effective Date**").

WITNESSETH:

WHEREAS, WestCity and Developer executed and recorded that certain Restrictive Covenants and Access Easement Agreement, dated May 7, 2009 and recorded May 28, 2009, in Official Records Book 3093, Page 2587, of the Public Records of Saint Lucie County, Florida (the "**Easement Agreement**"), which established certain prohibited uses binding on certain property described therein owned by WestCity (the "**Burdened Property**") and which granted a non-exclusive access easement over a portion of the Developer Tract owned by Developer;

WHEREAS, as of the Amendment Effective Date, Developer (also sometimes referred to as "**Benefited Owner**" in the Easement Agreement) owns the Developer Tract (also sometimes referred to as the "**Benefited Property**" in the Easement Agreement);

WHEREAS, WestCity and WestCity POA (together, the "**Commercial Parcel Owner**") are the current owners and successors-in-title to the Burdened Property, and the successors-in-interest to WestCity (also sometimes referred to "**Burdened Owner**" in the Easement Agreement);

WHEREAS, the intended use of the Developer Tract is a single-family residential community and related subdivision improvements (the "**Community**"), which may be developed by Pulte Home Company, LLC, a Michigan limited liability company, as the contract purchaser of the Developer Tract, or a successor homebuilder acquiring title to the Developer Tract (the "**Successor Developer**"); and

WHEREAS, Commercial Parcel Owner and Developer hereby agree to amend and modify certain terms in the Easement Agreement which are inconsistent with the planned development of the Community, or which are necessary or desired for Successor Developer's intended use of the Developer Tract, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NOT FOR RECORDATION

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Easement Agreement.

2. Relocation of Access Easement Area. The Access Easement Area described in the Easement Agreement is hereby relocated to the portion of the Developer Tract depicted and described on **Exhibit A**, attached hereto. Accordingly, the site plan and depiction of the Access Easement Area attached as **Exhibit C** to the Easement Agreement, is hereby deleted in its entirety and replaced with the depiction and legal description of the Access Easement Area attached hereto as **Exhibit A**. Successor Developer shall not be responsible for providing cross-access between the portions of the Burdened Property respectively owned by WestCity and WestCity POA and/or for access through the Burdened Property to the Access Easement Area.

3. Construction of Curb Cut. The only curb cut on the Developer Tract providing access to the Burdened Property shall be the curb cut providing access to the Access Easement Area from Jenkins Road. Notwithstanding Sections 4.1 and 4.2.3 of the Easement Agreement, the Commercial Parcel Owner shall not have the right to construct any additional curb cut on the Developer Tract.

4. Construction and Use of Access Easement Area. The 365-day period for construction of the Access Easement Area, as set forth in Section 4.1 of the Easement Agreement, shall commence upon Successor Developer receiving from the City a permit authorizing grading for any portion of the Developer Tract, and shall automatically extend for the duration of any force majeure event or moratorium. After a final certificate of completion is issued for the Access Easement Area, Successor Developer shall promptly notify Commercial Parcel Owner of same, and Commercial Parcel Owner's use of the Access Easement Area shall automatically commence upon the receipt of such notice. Successor Developer reserves the right to use, enjoy, and maintain the surface and subsurface portions of the Access Easement Area for any and all reasons, including, but not limited to, the construction and maintenance of fences, water distribution lines, sewer lines, electric distribution lines, cable and telephone lines, and natural gas distribution lines, provided such activities do not unreasonably interfere with or prevent Commercial Parcel Owner's permitted use of the Access Easement Area.

At any time after Successor Developer acquires the Developer Tract and part or all of the Commercial Parcel obtains a final site plan approval from the City of Ft. Pierce, but prior to the commencement of construction of the Access Easement Area by Successor Developer, the Commercial Parcel Owner may elect to construct a temporary road within the Access Easement Area by giving written notice thereof to Successor Developer. The temporary road shall not be used for construction vehicles or equipment to access the Commercial Parcel, and if such vehicles or equipment use the temporary road, Successor Developer may block the Access Easement Area until such construction on the Commercial Parcel is completed. The temporary road shall be designed so that the removal of the temporary road, at the cost of the Commercial Parcel Owner, shall be cost feasible and will not impede or delay construction of the permanent road and other Community infrastructure. The design of the foregoing temporary road shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. If the Commercial Parcel Owner elects to construct the temporary road in accordance with this paragraph, then the Commercial Parcel Owner shall obtain all required permits and approvals from the City of Fort Pierce ("City") and St. Lucie County ("County"), shall complete the construction in accordance with the same, shall bear the full expense of the design, permitting and construction thereof, and shall be responsible for the maintenance thereof at its sole cost. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the temporary road. Any contractors or subcontractors working on the foregoing temporary road shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5

NOT FOR RECORDATION

million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph. The temporary road shall not be allowed to interfere with Successor Developer's construction of the Community, and Successor Developer reserves the right to temporarily close the Access Easement Area as necessary during Successor Developer's demolition of the temporary road, construction of the permanent road, and installation of any utilities or other improvements for the Community. The Commercial Parcel Owner shall be responsible for all of Successor Developer's costs to remove the temporary road upon commencement of site work for development of the Community. Prior to commencing construction of the temporary road, the Commercial Property Owner shall pay to Successor Developer a deposit to be held in escrow for the estimated cost to remove the temporary road, in an amount agreed upon by the parties hereto. Upon completion of the removal of the temporary road by Successor Developer, Successor Developer shall deliver, to the Commercial Parcel Owner, invoices showing the cost of the removal, and the deposit shall be applied against such cost. Any amount of the deposit remaining after being applied to the cost of removing the temporary road shall be refunded to the Commercial Parcel Owner, and if the deposit is insufficient to completely pay for the cost of such removal, then the Commercial Parcel owner shall reimburse Successor Developer for such shortfall within thirty (30) days of notice thereof.

5. Signage. The Commercial Parcel Owner shall have the right to erect a monument sign on the Developer Tract near the entrance of the Access Easement Area on Jenkins Road, at a location to be mutually agreed upon by Successor Developer and the Commercial Parcel Owner, provided that the Commercial Parcel Owner obtains all required permits and approvals from the City and County, and completes the construction in accordance with the same, and any applicable City and County code requirements, all at the sole cost of the Commercial Parcel Owner. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the monument sign. The design of the foregoing monument sign shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. The Commercial Parcel Owner shall maintain the monument sign at the Commercial Parcel Owner's sole cost. Any contractors or subcontractors working on the monument sign shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5 million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph.

6. Successor Developer's Land Development Approvals. Simultaneously with signing this Amendment, the Commercial Parcel Owner shall sign and deliver to Successor Developer a letter in form approved by Successor Developer, addressed to the Board of Commissioners of the City of Fort Pierce, in support of the approval of Successor Developer's application for a Master and Final Planned Development on the Developer Tract. If the Commercial Parcel Owner has any concerns or objections with respect to Successor Developer's application for a Master and Final Planned Development on the Developer Tract, the Commercial Parcel Owner shall give Successor Developer notice of such concern or objection, and will work with Successor Developer in good faith to resolve such concern or objection, before communicating the same to the City Commission, Planning Board or City staff.

NOT FOR RECORDATION

7. Notice. All written notices and demands delivered to the parties shall be delivered to the address for each party set forth in the first paragraph of this Amendment, or to such other persons or addresses as each party may from time to time designate by notice to the other party.

8. Recording; Binding Effect; Assignment. The provisions of the Easement Agreement, as modified by this Amendment, shall run with the land and title to the Developer Tract and the Burdened Property. Notwithstanding the foregoing, any or all rights, benefits, and/or obligations of the parties pursuant to the Easement Agreement, as amended herein, may be assigned in whole or in part to a homeowners' association, property association, or other substantially similar entity established either for the Developer Tract or the Burdened Property, and the respective party assigning the rights, benefits, and/or obligations shall thereafter be released from all obligations hereunder.

9. No Other Modification. Except as modified by this Amendment, the Easement Agreement remains unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 S.R 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL. 33025
Address of Second Witness

WESTCITY:

WESTCITY FP SHOPS, LLC,
a Florida limited liability company

Name:
Title: Mgr Presidente
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, on behalf of the limited liability company. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491146

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires:

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 SR 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL 33025
Address of Second Witness

WESTCITY POA:

WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Name:
Title: Mgr. Member
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491148

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires: 2-24-2028

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

WITNESSES:

Signature of First Witness

Claire Lewis
Print Name of First Witness

300 South Tryon Street
Charlotte, NC
Address of First Witness

Signature of Second Witness

Chelsey Horan
Print Name of Second Witness

300 South Tryon Street
Charlotte, NC
Address of Second Witness

CORNERSTONE:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC,
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, its managing member

By: Barings LLC, a Delaware limited liability company, its investment adviser

By:
Name: Cassie A. McCrain
Title: Managing Director

Name: Cassie A. McCrain
Title: Managing Director
Date: 11/24/2025

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 24th day of November, 2025, by Cassie McCrain, as Managing Director of Barings LLC, a Delaware limited liability company, as investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, as managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company. She [X] is personally known to me or [___] produced _____ as identification.

MARIA MILLER
Notary Public - North Carolina
Catawba County
My Commission Expires Jun 21, 2027

NOTARY PUBLIC
Print Name: Maria Miller
My Commission Expires: June 21, 2027

NOT FOR RECORDATION

EXHIBIT A

DEPICTION AND DESCRIPTION OF RELOCATED ACCESS EASEMENT AREA

DESCRIPTION:

A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 89°30'21" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°01'15" WEST, A DISTANCE OF 253.95 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 159.00 FEET, HAVING AN ARC DISTANCE OF 85.41 FEET; THENCE, SOUTH 30°47'53" WEST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 57' 25", HAVING A RADIUS OF 141.17 FEET, HAVING AN ARC DISTANCE OF 73.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 49' 49", HAVING A RADIUS OF 15.00 FEET, HAVING AN ARC DISTANCE OF 23.78 FEET; THENCE TO THE WEST LINE OF ORDER OF TAKING PARCEL 100 STATE ROAD 70, AS RECORDED IN OFFICIAL RECORD BOOK 3632, PAGE 1691 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SOUTH 89°58'45" EAST, A DISTANCE OF 68.07 FEET; THENCE ALONG SAID WEST LINE SOUTH 01°16'14" EAST, A DISTANCE OF 70.02 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°58'45" WEST, A DISTANCE OF 125.75 FEET; THENCE, NORTH 00°45'44" EAST, A DISTANCE OF 85.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 02' 34", HAVING A RADIUS OF 181.17 FEET, HAVING AN ARC DISTANCE OF 94.99 FEET; THENCE, NORTH 30°47'53" EAST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 119.00 FEET, HAVING AN ARC DISTANCE OF 63.92 FEET; THENCE TO THE SOUTH LINE OF SAID PARCEL 1, NORTH 00°01'15" EAST, A DISTANCE OF 254.28 FEET; THENCE ALONG SAID SOUTH LINE OF PARCEL 1, SOUTH 89°30'21" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,660 SQUARE FEET, 0.635 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A MEASURED BEARING OF NORTH 89°30'21" WEST ALONG THE SOUTH LINE OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 19, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND MAPPER #6272
STATE OF FLORIDA – LB #3591

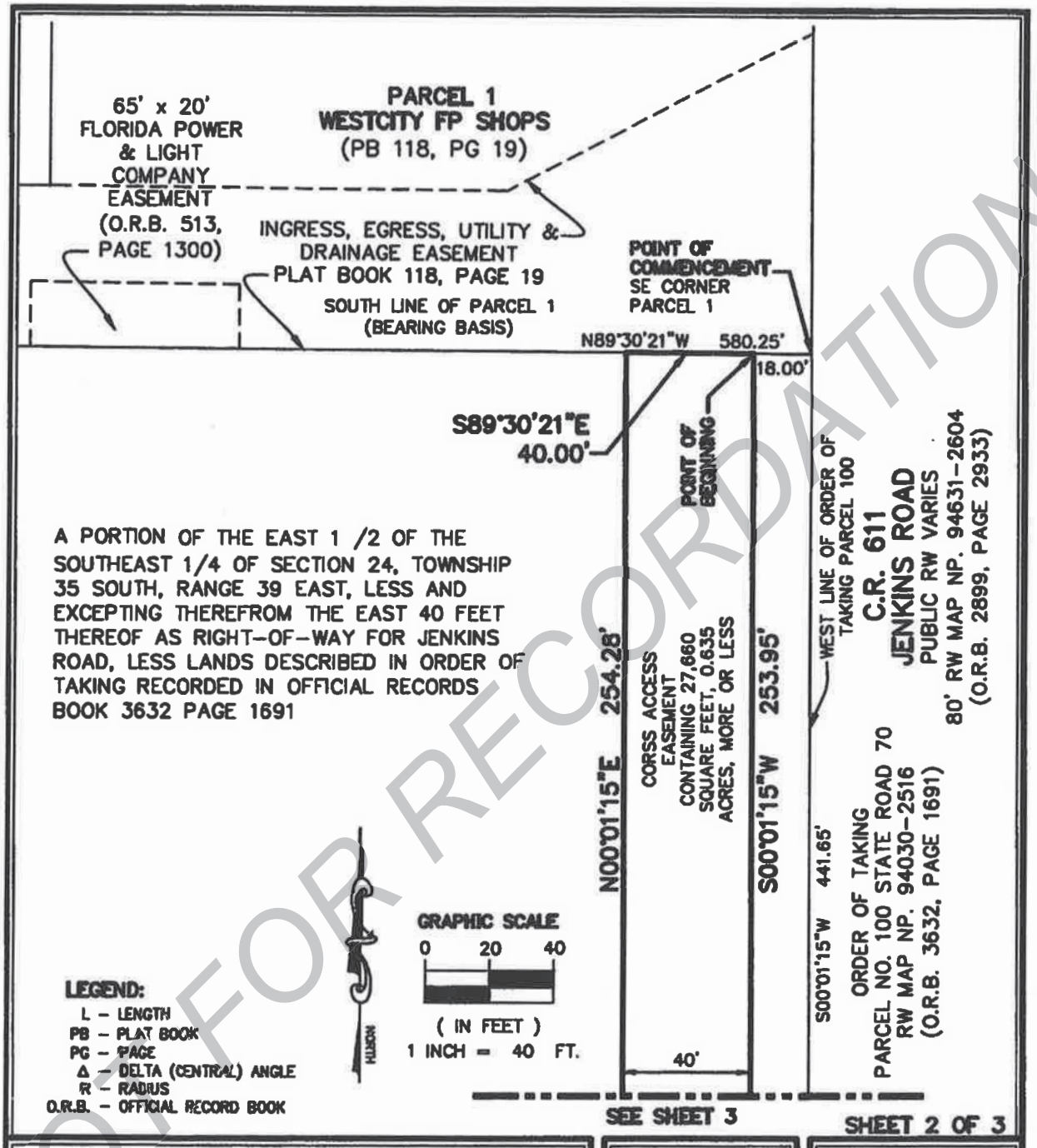
SHEET 1 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/09/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
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PHONE (561)-392-1991 / FAX (561)-750-1452

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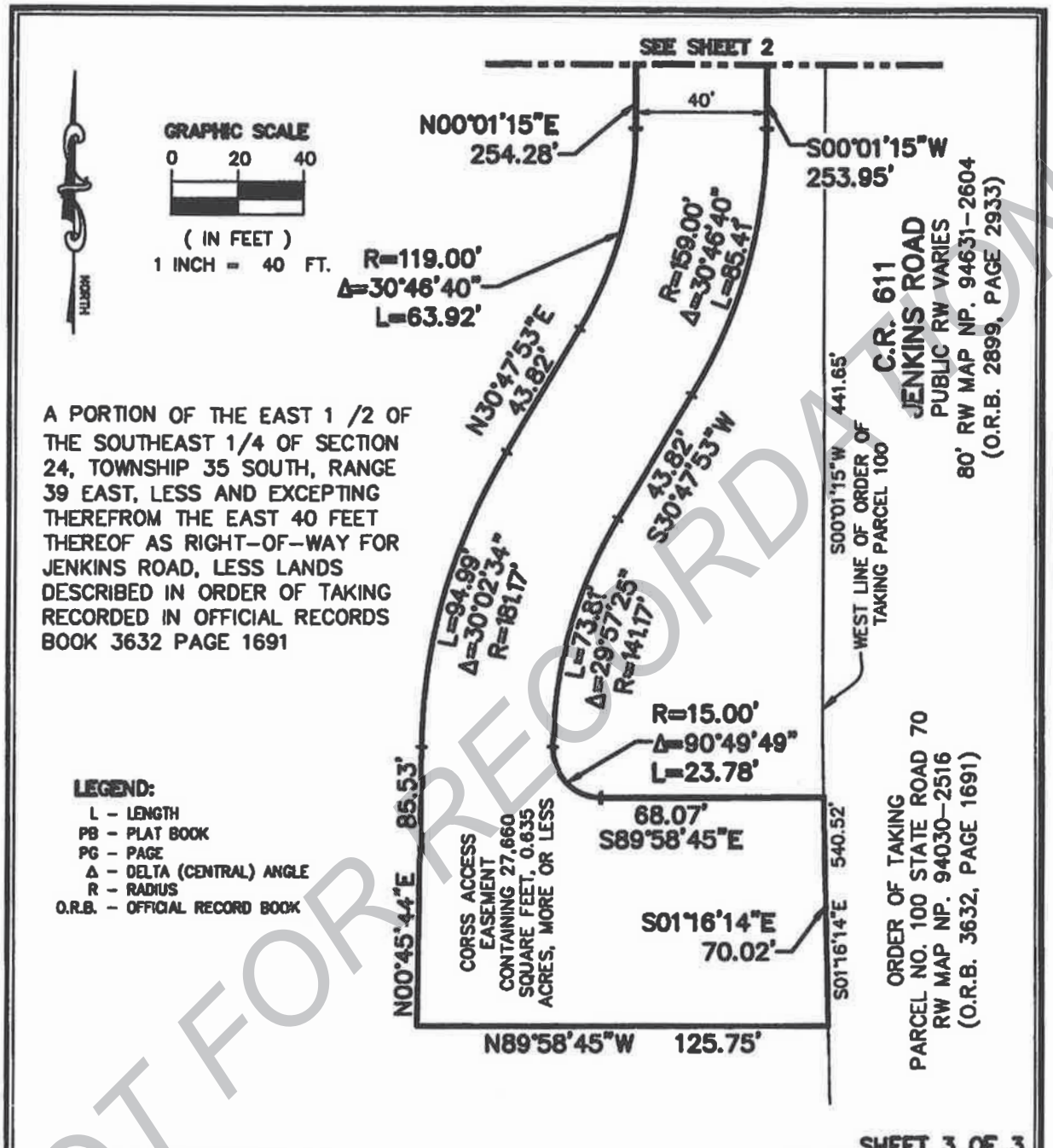
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

LEGEND:

- L – LENGTH
- PB – PLAT BOOK
- PG – PAGE
- Δ – DELTA (CENTRAL) ANGLE
- R – RADIUS
- O.R.B. – OFFICIAL RECORD BOOK

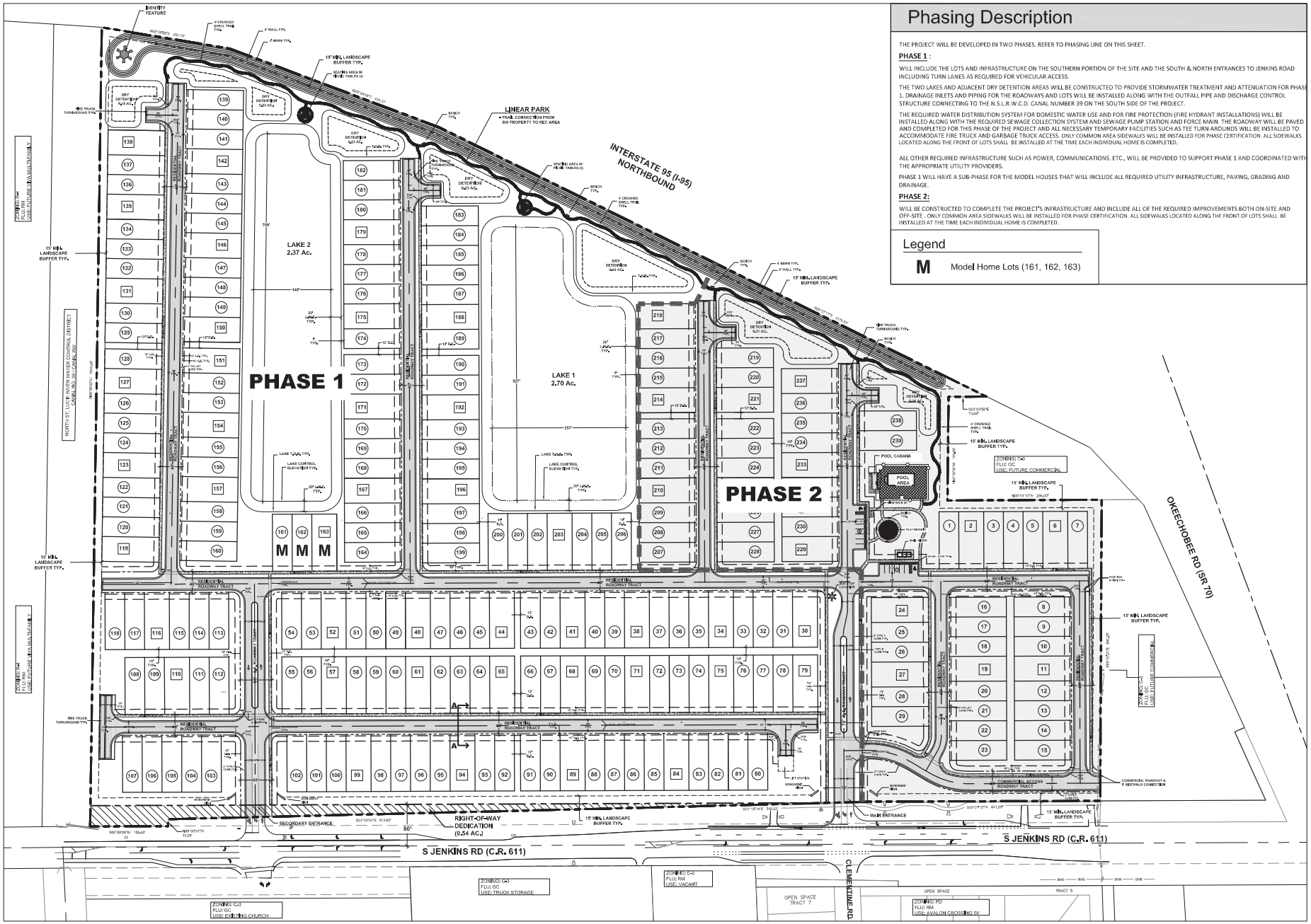
SHEET 3 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/19/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND THE SOUTH & NORTH ENTRANCES TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUB-PHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

Legend

M Model Home Lots (161, 162, 163)

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

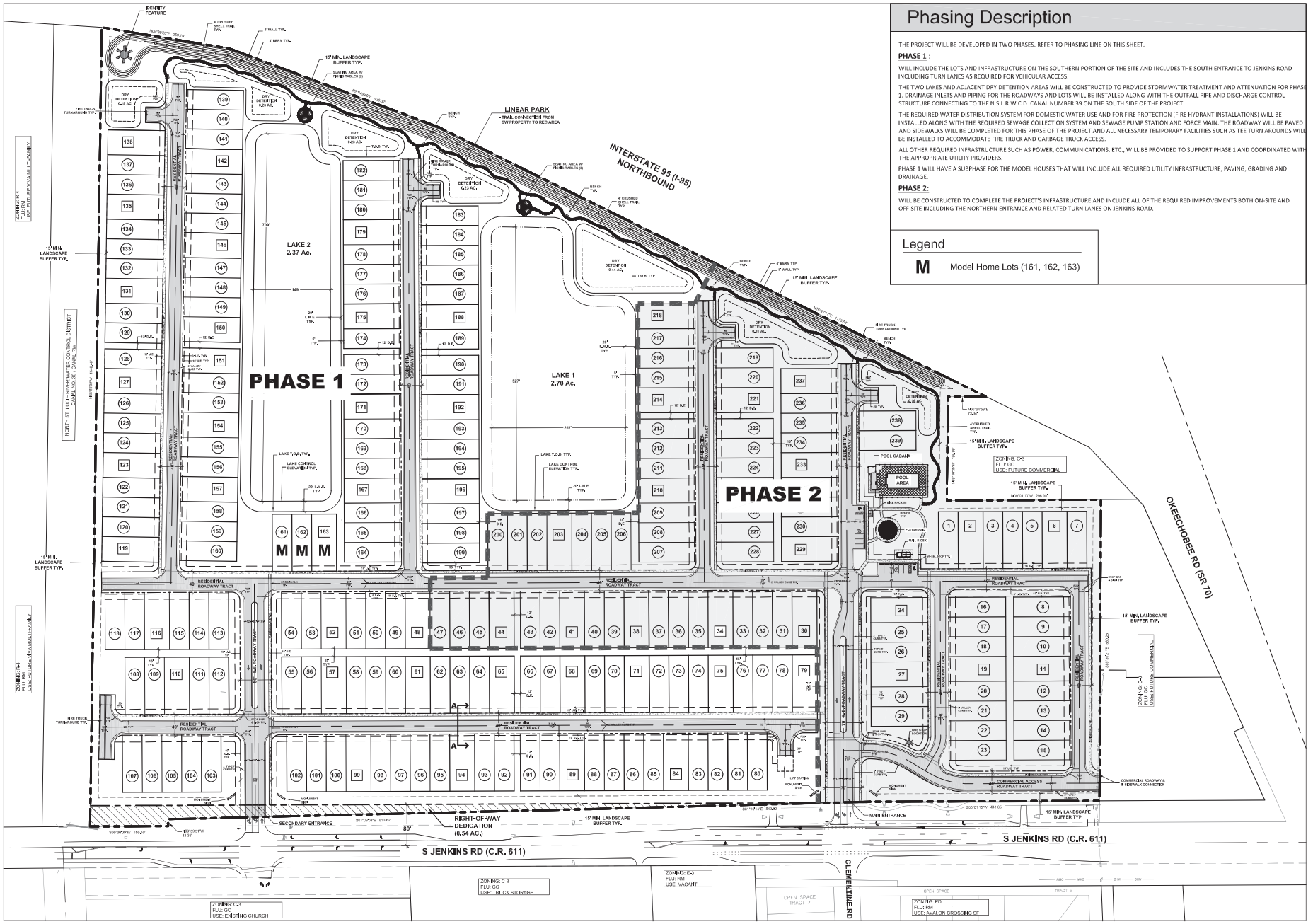
Pulte Cornerstone

City of Fort Pierce Florida
PD Phasing Plan

Copyright
The following drawings are instruments of service by the Landscape Architect. They are my products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	09-02-2025

PH-1



Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND INCLUDES THE SOUTH ENTRANCE TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND SIDEWALKS WILL BE COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUBPHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE INCLUDING THE NORTHERN ENTRANCE AND RELATED TURN LANES ON JENKINS ROAD.

Legend

M Model Home Lots (161, 162, 163)

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
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Pulte Cornerstone

City of Fort Pierce
PD Phasing Plan

Florida

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Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	

PH-1

Cornerstone – Notes related to Phasing.

PROJECT PHASING:

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 WILL INCLUDE THE LOTS AND INFRASTRUCTURE ON THE SOUTHERN PORTION OF THE SITE AND INCLUDES THE SOUTH ENTRANCE TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

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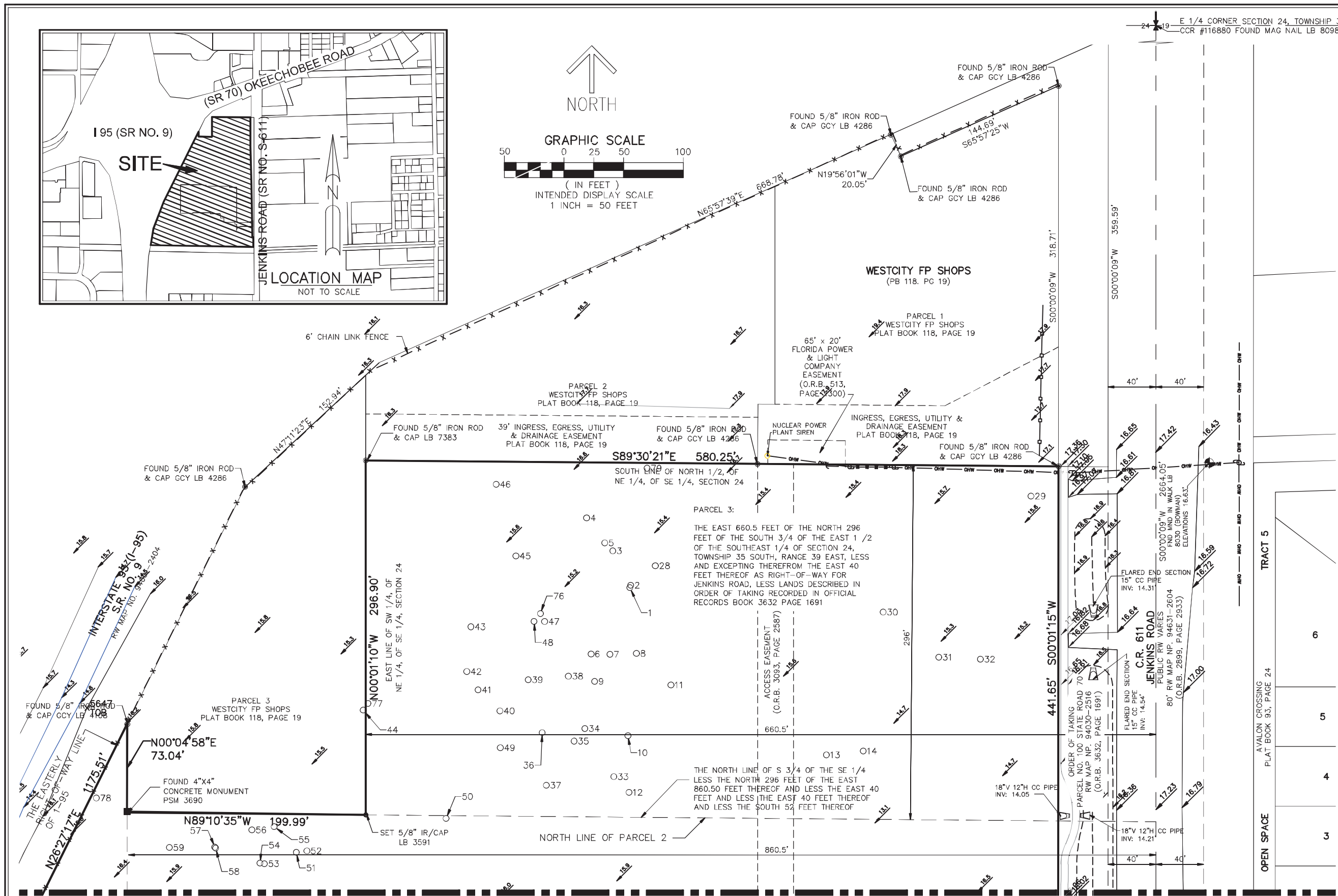
PHASE 2 WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE INCLUDING THE NORTHERN ENTRANCE AND RELATED TURN LANES ON JENKINS ROAD.



Tag #	Common Name	Scientific Name	DBH	Height of Clear Trunk	Comments
Cornerstone Property Tree Inventory					
~~July 2024~~ December 03, 2024					
1	Laurel oak	*Quercus laurifolia*	17		
2	Cabbage palm	*Sabal palmetto*		13	
3	Cabbage palm	*Sabal palmetto*		25	
4	Laurel oak	*Quercus laurifolia*	38		
5	Slash pine	*Pinus elliottii*	18.5		
~~5a~~	~~Slash pine~~	~~*Pinus elliottii*~~	~~16~~		Not present in field
6	Slash pine	*Pinus elliottii*	17		
7	Slash pine	*Pinus elliottii*	18		
8	Slash pine	*Pinus elliottii*	18.5		
9	Slash pine	*Pinus elliottii*	18		
10	Slash pine	*Pinus elliottii*	16.5		
11	Slash pine	*Pinus elliottii*	23		
12	Laurel oak	*Quercus laurifolia*	30		
13	Slash pine	*Pinus elliottii*	27.5		
14	Slash pine	*Pinus elliottii*	25.5		
15	Cabbage palm	*Sabal palmetto*		32	
16	Laurel oak	*Quercus laurifolia*	31		
17	Laurel oak	*Quercus laurifolia*	30		
18	Laurel oak	*Quercus laurifolia*	40.5		
19	Laurel oak	*Quercus laurifolia*	53		
20	Laurel oak	*Quercus laurifolia*	18		
21	Laurel oak	*Quercus laurifolia*	18		
22	Laurel oak	*Quercus laurifolia*	17		
23	Laurel oak	*Quercus laurifolia*	16.5		
24	Cabbage palm	*Sabal palmetto*		30	
25	Cabbage palm	*Sabal palmetto*		32	
26	Cabbage palm	*Sabal palmetto*		35	
26	Laurel oak	*Quercus laurifolia*	36		
28	Cabbage palm	*Sabal palmetto*		22	
29	Cabbage palm	*Sabal palmetto*		11	
30	Laurel oak	*Quercus laurifolia*	31		
31	Laurel oak	*Quercus laurifolia*	26.5		
32	Laurel oak	*Quercus laurifolia*	32.5		
33	Slash pine	*Pinus elliottii*	19		
34	Slash pine	*Pinus elliottii*	16		
35	Slash pine	*Pinus elliottii*	17		
36	Slash pine	*Pinus elliottii*	17.5		
37	Slash pine	*Pinus elliottii*	20		
38	Slash pine	*Pinus elliottii*	14		
39	Slash pine	*Pinus elliottii*	14		
40	Slash pine	*Pinus elliottii*	20.5		
41	Slash pine	*Pinus elliottii*	18.5		
42	Slash pine	*Pinus elliottii*	28		
43	Laurel oak	*Quercus laurifolia*	26.5		
44	Laurel oak	*Quercus laurifolia*	26		
45	Cabbage palm	*Sabal palmetto*		16	
46	Laurel oak	*Quercus laurifolia*	27.5		
47	Slash pine	*Pinus elliottii*	15.5		
48	Slash pine	*Pinus elliottii*	14		
49	Slash pine	*Pinus elliottii*	18.5		
50	Cabbage palm	*Sabal palmetto*		12	

Tag #	Common Name	Scientific Name	DBH	Height of Clear Trunk	Comments
Cornerstone Property Tree Inventory					
~~July 2024~~ December 03, 2024					
50	Cabbage palm	*Sabal palmetto*		12	
51	Laurel oak	*Quercus laurifolia*	36		
52	Slash pine	*Pinus elliottii*	16.5		
53	~~Slash pine~~ Cabbage Palm	~~*Pinus elliottii*~~ *Sabal Palmetto*	10		Misidentified-Cabbage Palm not slash pine
54	~~Slash pine~~ Cabbage Palm	~~*Pinus elliottii*~~ *Sabal Palmetto*	18		Misidentified-Cabbage Palm not slash pine
55	Laurel oak	*Quercus laurifolia*	16		
56	Laurel oak	*Quercus laurifolia*	15.5		
57	Cabbage palm	*Sabal palmetto*		15	
58	Slash pine	*Pinus elliottii*	17.5		
59	Cabbage palm	*Sabal palmetto*		12	
60	Laurel oak	*Quercus laurifolia*	49		
61	Cabbage palm	*Sabal palmetto*		27	
62	Cabbage palm	*Sabal palmetto*		15	
63	Laurel oak	*Quercus laurifolia*	57		
64	Cabbage palm	*Sabal palmetto*		24	
65	Cabbage palm	*Sabal palmetto*		30	
66	Cabbage palm	*Sabal palmetto*		25	
67	Cabbage palm	*Sabal palmetto*		15	
68	Cabbage palm	*Sabal palmetto*		30	
69	Laurel oak	*Quercus laurifolia*	50		
70	Cabbage palm	*Sabal palmetto*		31	
71	Cabbage palm	*Sabal palmetto*		28	
72	Cabbage palm	*Sabal palmetto*		30	
73	Cabbage palm	*Sabal palmetto*		33	
74	Cabbage palm	*Sabal palmetto*		15	
75	Cabbage palm	*Sabal palmetto*		22	
76	Slash pine	*Pinus elliottii*	18.5		
77	Laurel oak	*Quercus laurifolia*	17.5		
78	Cabbage palm	*Sabal palmetto*		16	
79	Slash pine	*Pinus elliottii*	15.5		
80	Laurel oak	*Quercus laurifolia*	16.5		
81	Laurel oak	*Quercus laurifolia*	15.5		
82	Cabbage palm	*Sabal palmetto*		30	
83	Cabbage palm	*Sabal palmetto*		14	
84	Cabbage palm	*Sabal palmetto*		12	
85	Cabbage palm	*Sabal palmetto*		30	
86	Cabbage palm	*Sabal palmetto*		33	
87	Cabbage palm	*Sabal palmetto*		27	
88	Cabbage palm	*Sabal palmetto*		31	
89	Cabbage palm	*Sabal palmetto*		31	
91	Cabbage palm	*Sabal palmetto*		19	
92	Cabbage palm	*Sabal palmetto*		19	
93	Cabbage palm	*Sabal palmetto*		10	
94	Cabbage palm	*Sabal palmetto*		10	
95	Cabbage palm	*Sabal palmetto*		13	
96	Laurel oak	*Quercus laurifolia*	24		
99	Cabbage palm	*Sabal palmetto*		16	
			QUANTITY	QUANTITY	
			57	40	
			SUM DBH (inches)		
			1339		

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B, PART II OF EXCEPTIONS OF THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE HAVING A FILE NUMBER: 5224004410M, WITH AN COMMITMENT DATE OF MAY 23, 2024 @ 5:00 P.M.

SCHEDULE B, PART II EXCEPTIONS

5. Resolution 96-011 recorded February 6, 1996, in Official Records Book 997, Page 2176.
   (AFFECTS NOTHING TO PLOT)

6. Ordinance No K-251 recorded March 4, 2004, in Official Records Book 1912, Page 2979.
   (AFFECTS, ANNEX INTO THE CITY OF FORT PIERCE)

7. Restrictive Covenants and Access Easement Agreement recorded May 28, 2009, in Official Records Book 3093, Page 2587.
   (AFFECTS PLOTTED)

8. Developer's Agreement recorded July 1, 2010, in Official Records Book 3209, Page 1238.
   (AFFECTS NOTHING TO PLOT)

9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
   (AFFECTS NOTHING TO PLOT)

NOT INCLUDED IN THE SCHEDULE B, PART II OF THE TITLE COMMITMENT
FLORIDA POWER & LIGHT COMPANY EASEMENT SEPTEMBER 8, 1986, in Official Records Book 513, Page 1300.
(AFFECT PLOTTED)

CERTIFIED TO:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 12, 2024. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050, 5J-17.051, 5J-17.052, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027, AS AMMENDED AND CHAPTERS 177.041 AND 177.061, FLORIDA STATUTES.
THE FIELDWORK WAS COMPLETED ON JULY 12, 2024.
THE TREE TABLE WAS UPDATED ON JANUARY 09, 2025.

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

LEGEND

N.S.L.R.W.C.D. – NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
O.R.B. – OFFICIAL RECORD BOOK
RW – RIGHT-OF-WAY
RCP – REINFORCED CONCRETE PIPE
PB – PLAT BOOK
PG – PAGE
– ANCHOR
– CABLE TV VAULT
– CATCH BASIN
– CONCRETE POWER POLE
– CROSSWALK SIGNAL
– CURB INLET
– HOG OR BARBED WIRE FENCE
– DENOTES FOUND SURVEY ROD & CAP
– DENOTES NAIL & SURVEY DISK
– DRAINAGE MANHOLE
– ELECTRIC HAND HOLE
– ELECTRICAL WIRES OVERHEAD
– FIBER OPTIC BOX
– FIRE HYDRANT
– MAST ARM / TRAFFIC SIGNAL
– LIGHT POLE
– SANITARY MANHOLE
– SEWER VALVE
– TRAFFIC SIGN
– TREE LOCATION
– WATER VALVE
– WOOD POWER POLE (UNLESS NOTED)
– EXISTING ELEVATION
– DENOTES 1/4 SECTION CORNER
– DENOTES SECTION CORNER
– SURVEY MARKER/CONTROL POINT
PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8' IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
– DENOTES FOUND SURVEY MARKER
– SET 5/8" IR/CAP LB 3591

DESCRIPTION:

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FEET.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 5224004410M, EFFECTIVE DATE MAY 23, 2024 AT 5:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF SOUTH 00°00'09" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP, ITEM/SEGMENT NO. 428984-1 STATE PROJECT NO. 94030.2516 STATE ROAD NO. 70 (OKEECHOBEE RD.)
8. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0167J, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120286 PANEL 0167, SUFFIX J; DATED FEBRUARY 16, 2012.
9. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.
10. TREE INVETORY SHOWN ON THIS SURVEY PROVIDED BY EW CONSULTANTS, INC. ENVIRONMENTAL SCIENTIST. TREE LOCATIONS PROVED BY CAULFIELD AND WHEELER, LAST DATE OF FIELD DATA ACQUISITION FOR TREE LOCATIONS, OCTOBER 18, 2024.
11. TREE #5A NOT PRESENT IN FEILD. TREE #53 AND #54 WERE MISIDENTIFIED AS SLASH PINES, AND ARE CABBAGE PALMS. TREE TABLE UPDATED ON 01-09-2025 TO REFLECT COMMENTS MADE FROM EW CONSULTANTS, INC.

REVISIONS	DATE	BY
UPDATE TREE TABLE	01/09/2025	BP
ADDED OFF SITE ELEVATIONS	11/21/2024	RLF
FIELD WORK FOR OFF SITE TOPO 11/18/2024		
ADDED TREES TO SURVEY	10/21/2024	RLF

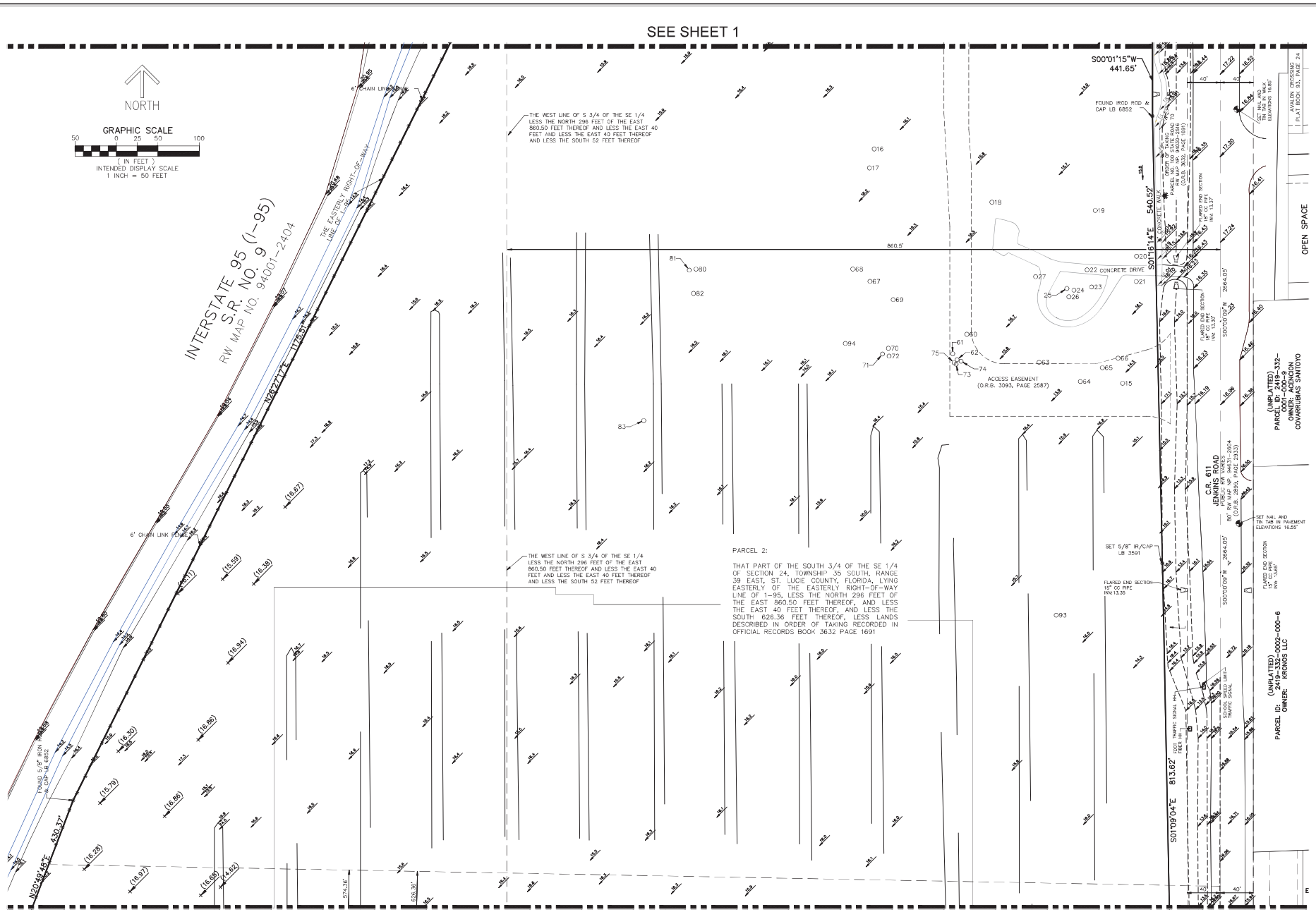
FILE NAME 10956-ALTA-BNDY-TOPO.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 1
OF 3 SHEETS



REVISIONS	DATE	BY

FILE NAME 10956-ALTA-BNDY-TOPO.dwg

CAULFIELD & WHEELER, INC.
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7900 GLADES ROAD - SUITE 100
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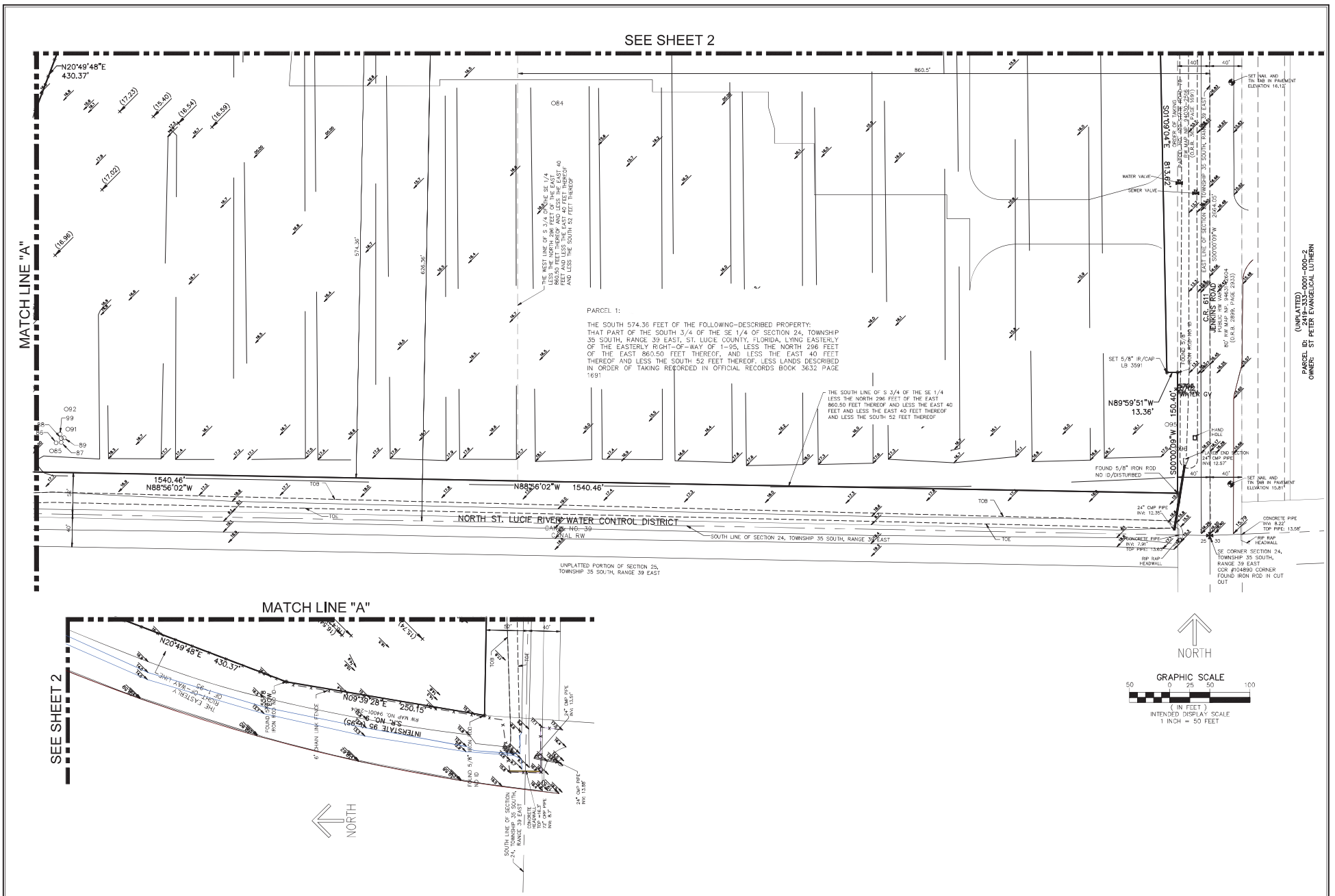
ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 2
OF 3 SHEETS


SEE SHEET 2
MATCH LINE "A"
N20°49'48"E
430.37'
PARCEL 1:
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF; LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
THE WEST LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE SOUTH 52 FEET THEREOF
THE SOUTH LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF
574.36'
626.36'
860.5'
1540.46'
N88°56'02"W
1540.46'
N88°56'02"W
TOB
TOE
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 39
CANAL RW
SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
UNPLATTED PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST
S01°00'09"W 813.67'
3,960.10'
OWNER OF TAKING
PARCEL NO. 400-501(E) (SR 9)
FOR MAP SEE OFFICIAL RECORDS BOOK 3632, PAGE 1691
TOTAL R/W TAKING 200'
EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
S00°00'09"W 2642.60'
C-R 611
JENKINS ROAD
PUBLIC R/W VARIES
80' PER MAP NO. 94852-2504
(CASE #94852-2402)
PARCEL ID: (UNPLATTED) 2419-333-0001-000-2
OWNER: ST. PETER EVANGELICAL LUTHERN
WATER VALVE
SEWER VALVE
SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 16.12'
SET 5/8" IR/CAP LB 3591
FOUND 5/8" IRON ROD NO ID/DISTURBED
N89°59'51"W 13.36'
150.40'
S00°00'09"W
SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 15.81'
HAND HOLE
24" CMP PIPE INV. 12.57'
CONCRETE END SECTION
24" CMP PIPE INV. 12.35'
CONCRETE PIPE INV. 7.91' TOP PIPE 13.58'
CONCRETE PIPE INV. 8.22' TOP PIPE 13.58'
RIP RAP HEADWALL
RIP RAP HEADWALL
SE CORNER SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST COR. #104890 CORNER FOUND IRON ROD IN CUT OUT
NORTH
GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET
MATCH LINE "A"
SEE SHEET 2
N20°49'48"E 430.37'
N09°55'60"E 250.15'
INTERSTATE 95 (SR 9)
R/W NO. 94001-2504
RIGHT-OF-WAY LINE
FOUND 5/8" IRON ROD
6' CHAIN LINK FENCE
FOUND 5/8" IRON ROD
SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CONCRETE HEADWALL TOP 16.5' INV. 8.7'
24" CMP PIPE INV. 13.88'
NORTH

Pulte Cornerstone Master Planned Development
TRC Comments 12.19.2024 and Applicant Responses

DISTRICT PLANNING GROUP

Department	Comment	Response Text
City of Fort Pierce Planning		
	Per City of Fort Pierce Comprehensive Plan Policy 2.5.4 & 2.5.5 –	
	Apply access management standards along main arterial and collector roads to improve safety. Access management strategies such as inter-parcel or shared driveway access shall be implemented.	**Site Plan has been redesigned to integrate vehicular and pedestrian cross access to the northern commercial parcel.**
	Implement pedestrian cross-access, pedestrian features, transit features and other transportation demand strategies on all primary City corridors.	**Site Plan has been redesigned to integrate vehicular and pedestrian cross access to the northern commercial parcel.**
	Please implement a vehicular cross-access in addition to the pedestrian access listed on the Master Site Plan. See the exhibit below with three (3) possible options.	**Site Plan has been redesigned to integrate vehicular and pedestrian cross access to the northern commercial parcel.**
	A Final DP shall be required prior to any development activities with the Master Site Plan by HJA Studios, Job No. 2024-31, 11.15.2024.	**Acknowledged**
	The minimum Open Space shall be 20% of the Final PD site area.	**Master Site Plan demonstrates a minimum of 20% open space.**
	The maximum Density shall be 5 dwelling units per acre of the Final PD site area.	**Final Site Plan will provide for a maximum density of 5 units per acre.**
	The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.	**As discussed and agreed to in the TRC Meeting, the Final PD will conform to the City Code of Ordinances unless otherwise provided for in the Planned Development Agreement. Based on conversation at the TRC Meeting, and because it is not otherwise referenced in the TRC Comments, it is our understanding that Staff supports the PD Agreement standards as submitted.**
	The Final PD site plan submittal shall include a wetland jurisdictional survey.	**Acknowledged. An ERP application which will include a jurisdictional wetland determination is in process.**

			Prior to submittal of a Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.	**Acknowledged. A representative gopher tortoise habitat survey was conducted in July 2024 by a licensed gopher tortoise agent with no gopher tortoises or potentially occupied burrows identified. A 100% gopher tortoise burrow survey will be conducted within 90 days of the commencement of land development activities.**
			Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.	**A wood stork forage habitat assessment is not expected to be required by USFWS for the subject property and proposed development.**
			A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.	**As discussed and agreed to in the TRC Meeting, a detailed stormwater and drainage plan and statement is *not* required at the time of Final PD site plan application.**
			The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.	**Acknowledged**
			The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.	**Acknowledged**
			The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.	**The Final Planned Development application includes draft Home Owners Association documents that are responsive to this comment.**
			The Final PD site plan shall contain the following information, at minimum:	**Acknowledged**
			a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.	
			b. Proposed lot lines and other divisions of land for management, use or allocation purposes.	
			c. The location, size and height of present and proposed buildings and structures.	
			d. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.	

			e. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.	
			f. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.	
			If the applicant intends to phase the project, please include a development phasing schedule indicating:	
			The approximate date when construction of the project can be expected to begin.	**Construction on this project is expected to begin first quarter of 2026**
			The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.	**This project will be developed in two phases; Phase 1: Q1 2026; Phase 2: Q1 2027**
			A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.	**A general drscription of buildings, streetscapes, height, building coverage, parking areas and public improvements by phase has been included in the Project Narrative in the Final Planned Development Application**
			The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.	**Acknowledged**

			A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.	**A subdivision plat will be submitted and approved prior to issuance of a building permit, and will satisfy the intent of this comment. Unity of Title and Parcel Combination will not be performed prior to Plat.**
			The property shall be platted prior to any vertical construction activities.	**Acknowledged**
			After completion of the platting of the property, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.	**Acknowledged**
City of Fort Pierce Engineering				
			The ALTA/Boundary and Topography Survey provided was signed but not sealed. An original signed and sealed Boundary and Topography Survey shall be required with the Final PD submittal both in electronic and hard copy.	**Please see attached signed and sealed Survey**
			Should the stormwater management area adjacent to S. Jenkins Road be constructed as a dry/wet retention/detention area then it shall be relocated away from the public right-of- way as per the criteria specified in Section 119.	**Any stormwater adjacent to Jenkins Road will be designed and landscaped as a bioswale which will act as a landscaping amenity for the street frontage**
			A formal wetland determination and gopher tortoise survey will be required at time of Final PD submittal.	**Acknowledged**
St. Lucie County Engineering				
			Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.	**The site plan has been updated to provide cross access to the northern parcels.**
			Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.	**Acknowledged**
			Jenkins Road is identified on the County's Right-of-Way protection plan. A Right-of-Way dedication to meet the minimum 160-foot ultimate Right-of-Way will be required.	**The site plan has been updated to provide the required dedication, 80 foot from road centerline.**
			A traffic circle in Jenkins Road will not be supported by County staff as Jenkins Road is identified on the freight network.	**The plan has been redesigned with no traffic circle on Jenkins Road**

			A 6-foot sidewalk is required along the west side of Jenkins Road.	**A 6-foot sidewalk along the Jenkins Road frontage has been added to the site plan**
			The southern proposed access shall align with the existing driveway of the school and church on the east side of Jenkins Road.	**The southern access has been eliminated from the site plan**
			A Site Development Permit is required prior to performing site improvement activities.	**Acknowledged**
			A Road improvement agreement and bonding will be required for all roadway improvements to Jenkins Road.	**Acknowledged**
City of Fort Pierce Police Dept.				
			Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 250. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.	**Acknowledged**

City of Fort Pierce
Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Aimee Carlson
Pulte Home Company, LLC
1475 Centrepark Boulevard, Suite 140
West Palm Beach, FL 33401

RE: Cornerstone PUD located south of Okeechobee Road and west of Jenkins Road
Tax Folio Nos: 2324-413-0000-0009
2324-414-0000-000/2
2324-413-001-000/2

The undersigned gives CONSENT to District Planning Group, LLC, as agent, and Aimee Carlson of Pulte Home Company, LLC, as applicant, to submit or have submitted all applications and all required material and documents which have been approved by the undersigned in writing, and to attend and represent the undersigned at all meetings and public hearings pertaining to the application to the extent that an officer or other representative of the undersigned is not otherwise present. Any delegation pursuant to this consent may be revoked at any time by the undersigned.

The undersigned is the fee simple owner of the above referenced described property for which a Future Land Use Map Amendment is requested.

[Signature Page Follows]

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company,
a Massachusetts corporation, its managing member

By: Barings LLC,
a Delaware limited liability company, its investment advisor

By: Cassie A. McCrain
Name: Cassie A. McCrain
Title: Managing Director

Date: 10/15/2024

The foregoing instrument was acknowledged before me this 15 day of October, 2024, by Cassie A. McCrain, Managing Director of Barings LLC, a Delaware limited liability company, the investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, the managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, she is personally known to me or has produced _____ as identification.

Michelle Lee Suarez
Notary Public
Michelle Lee Suarez
Printed name of notary

My Commission Expires. _____

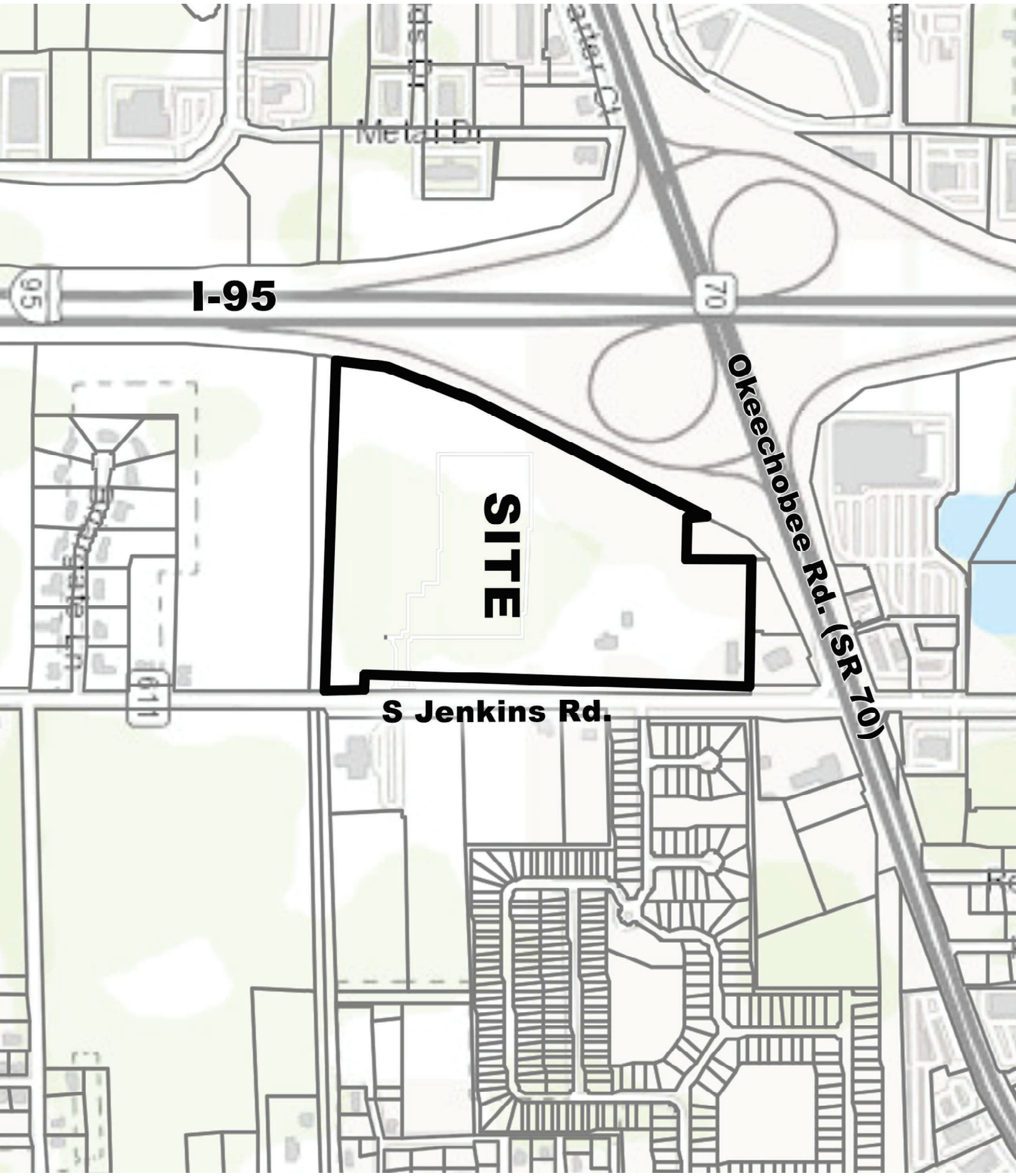
Print Name Michelle Lee Suarez

Notary Public-State of North Carolina

My Commission Expires November 26, 2024

MICHELLE LEE SUAREZ
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Nov. 26, 2024

24


I-95
95
70
SITE
Okeechobee Rd. (SR 70)
S Jenkins Rd.

DISTRICT PLANNING GROUP

Pulte Cornerstone

Master Planned Development

Utilities Service

Pulte Cornerstone will be served by the following utilities providers:

Water:	Fort Pierce Utilities Authority
Wastewater:	Fort Pierce Utilities Authority
Electric:	Fort Pierce Utilities Authority
Gas:	Fort Pierce Utilities Authority

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2988687 OR BOOK 2736 PAGE 1681, Recorded 01/09/2007 at 01:11 PM
Doc Tax: $175000.00

This Instrument Prepared By:
Record and return to:
David M. Shaw, Esquire
HAILE, SHAW & PFAFFENBERGER, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, Florida 33408

Tax Folio Nos. 2324-413-0000-000/9
2324-414-0000-000/2
2324-413-0001-000/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 5th day of January, 2007, between FP LAND, LTD., a Florida limited partnership, with an address of 599 NW 82nd Avenue, Plantation, Florida 33324, hereinafter called the Grantor, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns, and CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, with an address of c/o Cornerstone Real Estate Advisers, LLC, 180 Glastonbury Boulevard, Suite 401, Glastonbury, Connecticut 06033, and whose Taxpayer Identification Number is 56-2630592, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns.

WITNESSETH:

That for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee all that certain piece of property and tract of land situate in the County of St. Lucie and State of Florida, described on Exhibit "A" attached hereto as a part hereof.

TOGETHER WITH all improvements thereon and rights, benefits, easements, appurtenances and hereditaments thereto appertaining.

SUBJECT HOWEVER to those matters designated on Exhibit "B" hereto, the provisions of which are not reimposed hereby.

TO HAVE AND TO HOLD IN FEE SIMPLE FOREVER.

Grantor does hereby specially warrant the title to the Property, subject only to those matters set forth herein, and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

WITNESSES:

Name: Jill Calnan

Name: Joanne Shute

SELLER:

FP LAND, LTD., a Florida limited partnership

By: FP Land, LLC, a Florida limited liability company, its general partner

By: _____
Name: Kenneth H. Simigran
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Kenneth H. Simigran, a Manager of FP Land, LLC, a Florida limited liability company, general partner of FP Land, Ltd., a Florida limited partnership, on behalf of the limited partnership, he is personally known to me or has produced _____ as identification.

JILL CALNAN
Comm# DD0608961
Expires 12/22/2010
Florida Notary Assn., Inc

[SEAL]

My Commission Expires: 12/22/2010

_____
Notary Public

Jill Calnan
Printed name of notary

EXHIBIT A

TO

SPECIAL WARRANTY DEED

Description of Land

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof and LESS the South 52 feet thereof.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way line of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof, and LESS the South 626.36 feet thereof.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, LESS AND EXCEPTING THEREFROM the East 40 feet thereof as right-of-way for Jenkins Road, all lying and being in St. Lucie County, Florida.

EXHIBIT B

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

2. Resolution No. 96-101 of the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records book 997, Page 2176.

3. Ordinances No. K-251 and No. K-261 of the City Commission of the City of Fort Pierce, recorded in Official Records Book 1948, Page 1790, respectively.

4. Right of way of Jenkins Road.

5. Matters as disclosed on that certain survey prepared by Manucy Land Surveyors, Inc., dated September 22, 2006, as Order No. 150-608, which discloses, among other matters, the following encroachments:

   a. by a 6-foot chain link fence onto adjoining property along the westerly property line of the subject property;

   b. by mail boxes, asphalt drives, a sign, a dirt drive, and wood poles at the northeasterly corner of the subject property;

   c. by a concrete drive and a dirt drive along the East property line; and

   d. by irrigation ditches onto adjoining property along the South property line.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant Office	GC	C-3
South	Proposed Residential Subdivision	RM	R-4
East	Residential Subdivision	RM/GC	E-3, R-2, PD
West	I-95	I-95	I-95

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	COM	C-3	150 DU & 1,739,508 sf	49.917	X
****Proposed**	RM	PD	749	49.917	N/A

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning/FLU	Total gallons per day	256,438 gal.
**Proposed Zoning/FLU	Total gallons per day	194,646 gal.
**Change in Demand	Total gallons per day	61,762 gal. REDUCTION

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 212,951 gal.
**Proposed Zoning/FLU	Total gallons per day 194,676 gal.
**Change in Demand	Total gallons per day 18,274 gal. REDUCTION

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	44,617	46,174	31.14 ac inc.
Urban District	5 acres per 1,000 people	44,617	46,174	7.78 ac. inc.
Community	2.5 acres per 1,000 people	44,617	46,174	3.89 ac. inc.
Neighborhood	1.36 acres per 1,000 people	44,617	46,174	2.12 ac. inc.

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand	43	18
****Proposed Zoning/FLU Enrollment Demand**	212	91
****Change in Demand**	169 student increase	73 student increase

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)

Demand Analysis	Maximum
Current Zoning/FLU	13 8-yds.
****Proposed Zoning/FLU**	5 8-yds.
***Change in Demand**	8 8 yds, REDUCTION

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	See attached Drainage analysis

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	LUC 820 - 45,436	LUC 820 - 1,027/3,742
****Proposed Zoning/FLU**	LUC 210 - 5,340	LUC 210 - 388/546
***Change in Demand**	Trips 40,086 REDUCTION	Trips 639/3,196 REDUCTION
Impact to Capacity	LOS is maintained on the surrounding roadway network	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☐ Yes ☑ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
None proposed					

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: N/A

** Complete section if requesting a change in zoning, future land use, or expanding

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

PULTE GROUP

CORNERSTONE

Environmental Assessment Report

Prepared For:

Pulte Group

Prepared By:

EW Consultants, Inc.

August 2024

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes the natural resource characteristics of the Pulte Group Cornerstone property. The 49.9 +/- acre Cornerstone property is located in Section 24, Township 35 South, Range 39 East within the City of Ft. Pierce, St. Lucie County, Florida. The property is bounded to the north by undeveloped land and a residential home, to the west by I-95 and the State Road 70 interchange, to the south by the NSLRWCD Canal No. 39, and to the east by Jenkins Road.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) provides descriptions of the soil types within the Cornerstone property along with acreage summaries, soil limitation information, and recommended soil treatments for various proposed land uses.

VEGETATION COMMUNITIES

The following is a summary of the land cover types found on the Cornerstone property site. Land cover classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the land cover types on the subject property.

The vegetative community descriptions include general discussions of potential wildlife habitat provided by the various resources available in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections. Application of categories described as wetlands and ditches provides an approximation of the wetland areas or ditch classifications that remain subject to verification by SFWMD and, under current circumstances, the U.S. Army Corps of Engineers (USACE) for Section 404 purposes.

The FLUCFCS classifications observed on the site are described below. A land cover map of the observed community types is included in the Appendix of this report. The communities observed on the property are described as follows:

191 – Undeveloped Land Within Urban Areas –

This land cover is located within the northern and western portions of the property. The vegetation assemblage within these areas is dominated by non-native invasive species, ruderal weeds, and non-native pasture grasses. Vegetation includes Brazilian pepper, Australian pine, guava, smut grass, cogon grass, guinea grass, Caesar weed, and castor bean. Scattered occurrences of native laurel oak, slash pine, cabbage palm, and wax myrtle are also present.

510 – Ditches –

The property contains two man-made ditches that were created in support of the former agricultural practices on the property. The northern of the two ditches is shallow and is vegetated predominantly with non-native invasive species including torpedo grass, limpo grass, Peruvian primrose willow, and Caesar weed. Scattered occurrences of native species including broomsedge, spadeleaf and pennywort are also present. The southern ditch, located near the southern property boundary is a deep, steep sided ditch that contains scattered occurrences of non-native invasive Peruvian primrose willow and native Carolina willow.

643 – Wet Prairie –

There is one area located near the western property boundary that meets the criteria to be considered a wet prairie wetland. Vegetative cover in this area includes native grape vine, Virginia chain fern, and broomsedge, and non-native invasive old-world climbing fern and Peruvian primrose willow.

740 – Disturbed Lands –

This is the predominant land cover type on the subject property, and was previously improved for agricultural use. The vegetation assemblage is currently dominated by non-native invasive Brazilian pepper with scattered occurrences of native laurel oak, cabbage palm, and wax myrtle.

WILDLIFE

Wildlife Observations –

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents.

Listed Species and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess relative habitat quality and wildlife utilization. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species known or expected to occur on the subject site is summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian and vehicular transects	M	FT/SA
Audubon's crested caracara	*Caracara cheriway*	Dry prairie, open rangeland	Pedestrian and vehicular transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian and vehicular transects	L	No longer listed Nest trees protected

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian and vehicular transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Acoustic and roost surveys	L	FE
Florida burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian and vehicular transects	L	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open pine canopy	Pedestrian and vehicular transects	L	ST
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian and vehicular transects; aerial nest survey	L	ST
Florida scrub-jay	*Aphelocoma coerulescens*	Xeric oak scrub and scrubby flatwoods on sandy ridges and dunes	Pedestrian and vehicular transects	L	FT
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian and vehicular transects	L	FE
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	L	ST
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Southeast American kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	Pedestrian and vehicular transects	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian and vehicular transects	M	FT

O* = Observed; [1] Observed transient ; [2] Observed nesting and/or resident
Probability of Occurrence: H= High; M= Medium; L= Low;

FE = Federally-designated Endangered; FT = Federally-designated Threatened; FXN = Federally-designated Threatened Nonessential Experimental Population; FT(S/A) = Federally-designated Threatened species due to similarity of appearance; ST = State-designated Threatened; SSC = State Species of Special Concern

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed during the field reconnaissance for this environmental assessment, there is a moderate potential for alligators to occur within the on-site ditches.

The subject site is within the consultation area of Audubon's crested caracara. The subject site; however, does not contain suitable nesting or foraging habitat and no crested caracara or caracara nests were observed during site reconnaissance conducted in June and July of 2024.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. The property does not contain any suitable nesting or foraging habitat for bald eagles and no bald eagles or bald eagle nests were observed on site.

A reptile species that was not observed but has potential to occur on the site is the federally threatened eastern indigo snake. The eastern indigo snake is a secretive species that ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

The Florida bonneted bat is listed as endangered by the U.S. Fish and Wildlife Service (USFWS). This species preferred habitat for roosting and nesting includes a variety of forested habitats and man-made structures. The property is located outside of the designated consultation area for this species, thus its potential for occurrence is considered low.

The Florida burrowing owl is a small ground-dwelling owl often found in open fields with little to no tree canopy coverage, where it spends most of its time on the ground, perching on dirt mounts, fence posts, or short shrubs. The site does not contain suitable habitat for burrowing owls, thus there is a low potential for this species to occur. No burrowing owls or burrowing owl burrows were observed on the property.

The Florida pine snake inhabits areas that feature well-drained sandy soils with moderate to open canopy. According to the FFWCC publicly available database, the subject site is located within the distribution area for this species. The property does not contain any suitable habitat for this species, thus the potential for this species to occur is considered low and no Florida pine snakes were observed during field reconnaissance.

No Florida sandhill crane nests were observed on the site; however, this species is relatively common within the region. The preferred nesting habitat for sandhill cranes is freshwater herbaceous marsh wetland which does not occur on site and no sandhill cranes or sandhill crane nests were observed during field reconnaissance.

The Florida scrub-jay is a Federally threatened species that inhabits xeric oak and scrubby flatwoods habitats along sandy ridges and dunes. The subject property does not contain any suitable habitat for this species and no Florida scrub-jays were observed or heard during field reconnaissance.

In July 2024, a representative habitat survey was conducted by Jason Hahner (Licensed Gopher Tortoise Agent #GTA-14-00024H) in order to identify any occurrence of gopher tortoises, their burrows, or indicators of their presence. The habitat survey was conducted in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) *Gopher Tortoise Permitting Guidelines* (revised April 2023).

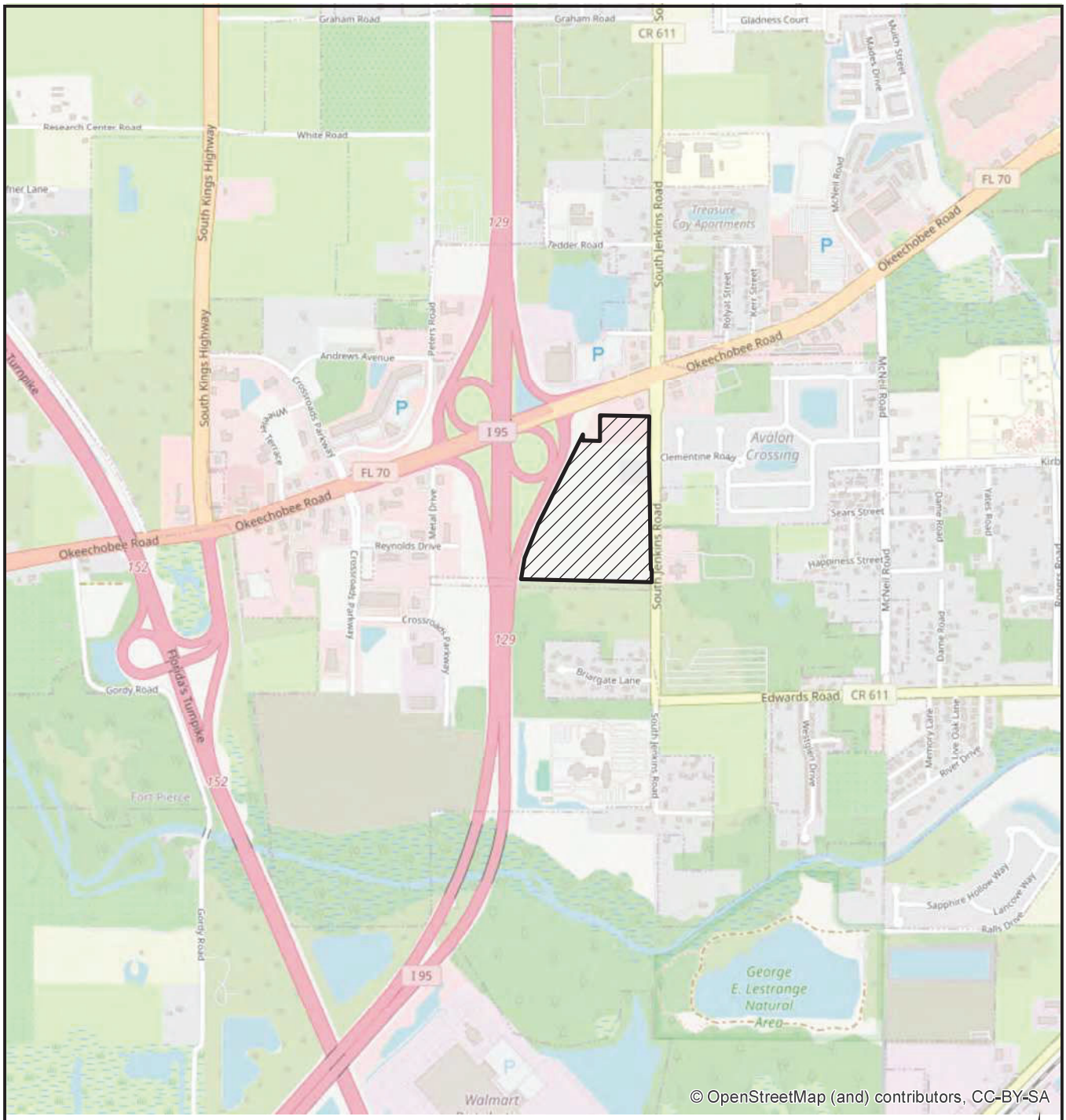
There were no gopher tortoises, potentially occupied gopher tortoise burrows, or other indicators of the presence of gopher tortoises observed on the property during field reconnaissance and the representative habitat survey conducted in July 2024. In accordance with FFWCC gopher tortoise permitting guidelines, prior to any land clearing or site work, a 100% habitat survey for this species must be completed. A gopher tortoise relocation permit will need to be obtained through FFWCC for any gopher tortoise burrows that cannot be avoided from impacts by a radius of at least 25 feet from a burrow's entrance.

The presence of surface water (ditches) and a wet prairie wetland indicates a moderate potential for occurrence of State-designated threatened wading bird species including the little blue heron, tricolored heron, and roseate spoonbill, and the Federally-designated threatened wood stork. The property does not contain suitable nesting habitat for any of these species and no such nesting activity was observed. Therefore, any occurrence of these wading bird species on the property would be for the purpose of transient foraging.

WETLANDS AND WATERBODIES

Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application.

APPENDIX



LEGEND

▨ - SITE (49.9+/- AC)

CORNERSTONE
LOCATION MAP

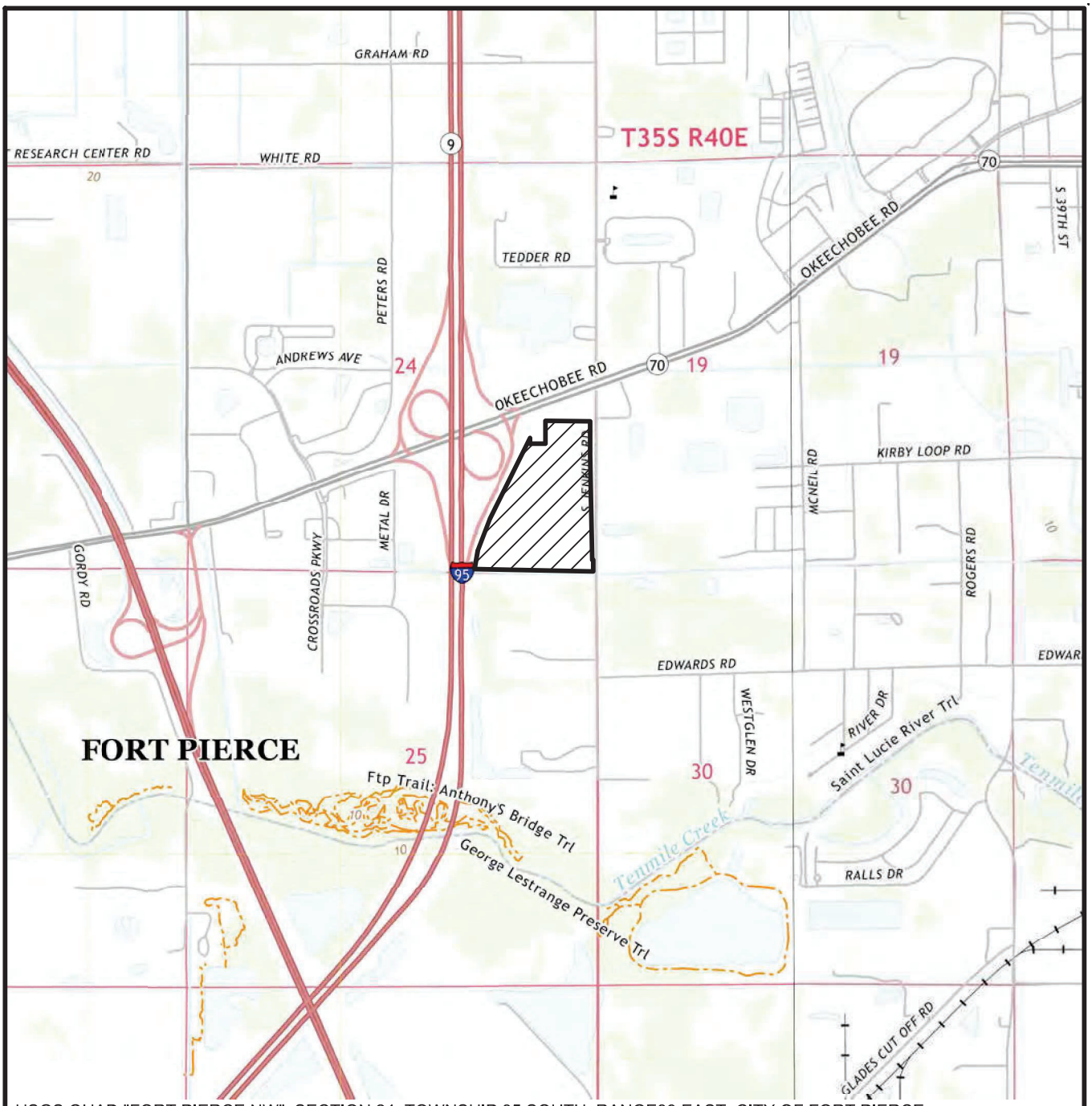
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTION 24, TOWNSHIP 35 SOUTH, RANGE39 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, LATITUDE 27d°04'47" LONGITUDE -80°23'06"

LEGEND

▨ - SITE (49.9± AC)

0 2000

SCALE IN FEET

CORNERSTONE

QUAD

EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE

2

Cornerstone.dwg QUAD



FDOT AERIALS DATED 2024

0 600
SCALE IN FEET

CORNERSTONE
AERIAL

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE
3

Cornerstone.dwg AERIAL



FDOT AERIALS DATED 2023

LEGEND

191 - UNDEVELOPED LAND WITHIN URBAN AREAS (12.4± AC)
510 - DITCH (0.6± AC)
643 - WET PRAIRIE (0.1± AC)
740 - DISTURBED LANDS (36.8± AC)
TOTAL SITE (49.9± AC)

0 300
SCALE IN FEET

CORNERSTONE

FLUCFCS

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
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AUG 2024

FIGURE
4

Cornerstone.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(CORNERSTONE)



Map Scale: 1:3,630 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 17, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	0.9	1.8%
25	Nettles and Oldsmar sands	49.0	98.2%
Totals for Area of Interest		**49.9**	**100.0%**

Pulte Cornerstone
Master Planned Development

Legal Description

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

Drainage Statement:

Cornerstone – City of Fort Pierce

Date: September 6, 2024
K&A Project No. 24-1479

Location

The 49.9 acre project site is located on the west side of Jenkins Road south of Okeechobee Road (S.R. 70) and immediately east of Interstate 95 in the City of Fort Pierce (Saint Lucie County) Florida. The project site is located within the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD) and will discharge stormwater to the NSLWCD Canal No. 39 located along the south boundary of the property.

FEMA Flood Data

The project site is located within flood zone X based on the current FEMA Flood Insurance Rate Map (FIRM) panel number 12111 C0167J, effective February 16, 2012. Flood zone X is defined as areas of minimal flood hazards. There is not a base flood elevation (BFE) assigned to flood zone X.

Existing Conditions

The project site was previously used for agricultural purposes and contains irrigation/drainage ditches throughout the site. There are two 18" RCP culverts hydraulically connecting the project site the drainage ditch along the west side of Jenkins Road. The ditch along the west side of Jenkins Road runs south and connects to the NSLRWCD Canal No. 39 with a 24" CMP.

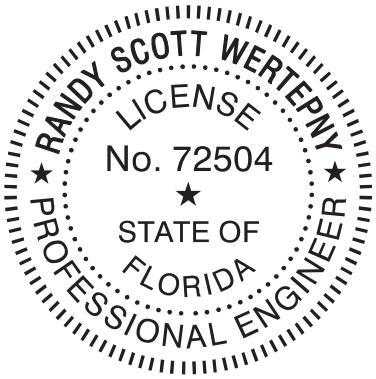
The existing ditches run in the north-south direction and connect to a larger ditch on the south boundary parallel to the NSLRWCD Canal No. 39. The Northeast corner of the property previously contained two residential homes that have been removed.

In 2008, an Environmental Resource Permit with SFWMD was obtained for the project site, SFWMD Permit No. 50-02924-P for the construction of a surface water management system for commercial development; however, this permit expired in 2013.

Proposed Improvements

The proposed project is for the development of a single-family residential community including building, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce.

The post development runoff from the site will be reduced to meet the SFWMD allowable discharge for the project site of 2" per acre per day or 4.19 cfs. Storm sewer mains will be designed to convey the runoff generated from a 5 year – 1 day storm event.



Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Certificate of Authorization No. 4897

Randy Wertepny, P.E.
Florida License No. 72504
September 6, 2024

This item has been electronically signed and sealed by Randy Wertepny on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

DISTRICT PLANNING GROUP

PROJECT NARRATIVE

Pulte Cornerstone

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Summary

Pulte is proposing a 250-lot single family home Planned Development community with associated amenities at 2721 S. Jenkins Road. This site is located just south of the Okeechobee Road commercial service area, to the east of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road.



The site consists of two parcels totaling 49.92 acres. The primary parcel has a Future Land Use designation of General Commercial (GC), and an application to amend the Future Land Use Map to Medium Density Residential (RM) is under review by the City of Fort Pierce.

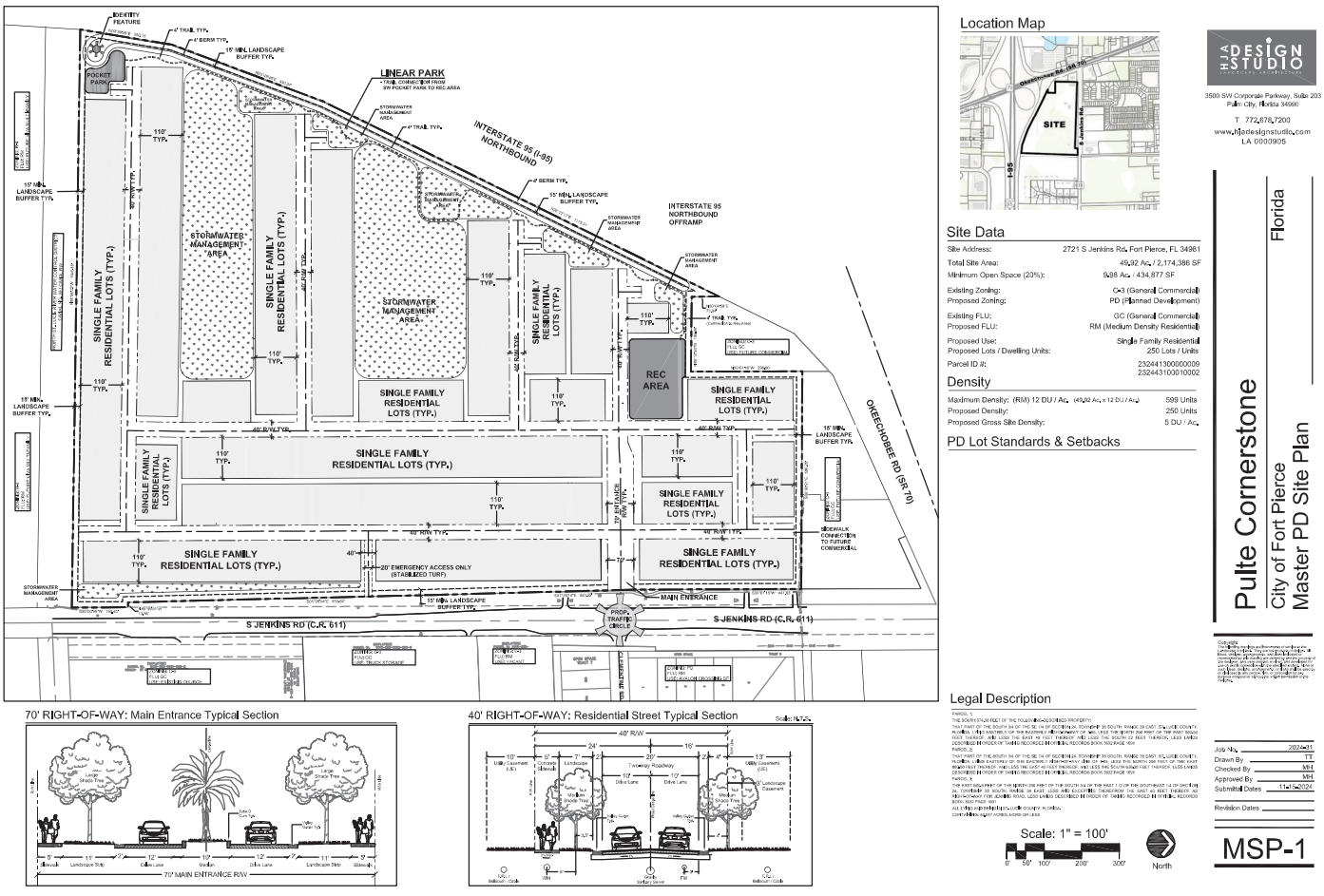
If adopted, RM Future Land Use permits density of between 6.5 – 12 units per acre. The proposed 250 lot development is substantially less dense than the 599 units permitted under RM Future Land Use. The density proposed is 5 dwelling units per acre. Therefore, this development proposal is a significant decrease in density.

It is the intent of this Planned Development to provide high quality neighborhood living in a range of lot sizes to appeal to a broad range of future homeowners with creative on-site amenities. The site is

strategically located within a short walk of neighborhood services, schools and workplace centers, with easy access to the State's Intermodal System of I-95 and the Florida Turnpike.

Cornerstone Master Plan

The Master Plan prepared by Todd Troxell, ALSA, HJA Design Studio is shown below. The site is beneficial in terms of close access to goods, services, jobs, schools and highways, but also presents a design challenge, as it backs up to I-95. Care has been taken in this design to minimize impacts from the I-95 adjacency through creative site design and the inclusion of a 3.5 acre linear and pocket park to buffer homes from the busy road.



The Master Plan calls for 250 mixed size single family lots that provide home sizes and designs for a range of homeowner needs. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to or backing I-95.

A linear park connecting the recreational area to a pocket park provides additional buffer for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and at

the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95, and is intended to create a beautiful and unique sense of arrival to the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood.

Because of increasing traffic and a planned expansion of Jenkins Road, Pulte is proposing a unique solution for its northern neighbor's access challenges by contributing to installation of a 4-lane traffic circle at the aligned intersection of Avalon Crossing and Cornerstone. This unique transportation planning solution will efficiently and safely allow U-turns for access to the commercial parcels to the north while managing residential traffic from Cornerstone and Avalon Crossing.

Planned Development Statement of Benefits

The City of Fort Pierce Planned Development Code (Section 125-212 (a)) outlines the purpose of the Planned Development zoning district:

> *The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.*

Pulte Cornerstone Planned Development is consistent with the Purpose of the Planned Development District as follows:

1. Resilient Living and Working Environment
    a. The chosen location, adjacent to walkable goods, services, jobs, schools and churches provides for a naturally-occurring resilient living and working environment. Convenient vehicle access to the State's Intermodal System of I-95 and the Turnpike provide fewer vehicle miles travelled (VMTs) for commuting outside the Fort Pierce area.
2. Enlightened and Imaginative Approaches to Community Planning
    a. Recognizing that this site is an important entrance into the City of Fort Pierce from I-95, Pulte plans to invest in a large art piece to be installed at the southwest corner of the site visible to northbound drivers on I-95 along the northbound off ramp. It is the goal of this investment to set the tone for those entering the City to expect a unique and special place. This art will be curated by the St. Lucie Cultural Alliance with the goal of engaging a local artist to create the artwork.
3. Enlightened and Imaginative Approaches to Stormwater Infrastructure
    a. Stormwater has been designed within the site to create vistas for homeowners, and amenities for residents as the use the landscaped walking trail that meanders between bioswales and

raingardens between the cabana pool and the pocket park along the western boundary of the property

4. Enlightened and Imaginative Approaches to Property Design
    a. Pulte supports innovative solutions to community planning challenges by designing and contributing toward a 4-lane roundabout/traffic circle at the main entrance.
5. Variety of Natural Features and Scenic Areas
    a. Lakes, bioswales, raingardens turn what standard stormwater management into beautiful vistas and passive recreation areas.
    b. Street trees, spaced every 50' along all interior roads create a sense of outdoor living space, shaded walking areas and a cohesive community design.
6. Efficient and Economical Land Use
    a. Three lot types provide for a variety of home options and visual variety in the neighborhood. This variety provides homes at varying price points which can meet the needs of many different residents.
    b. The location of this new neighborhood provides for an efficient land use, locating 250 residences in close proximity to goods, services, jobs, schools and highways.
7. Improved Amenities
    a. Amenities include a cabana pool, interconnected and meandering walking trail through bioswales and raingardens, pocket park, custom sculptural art installation, pedestrian connection to adjacent commercial uses and centralized mail kiosk at recreational amenity center.
8. Orderly and Economic Development
    a. This development is consistent with approved and newly developed residential uses to the east and west.
9. Protection of Adjacent Uses (Existing and Future)
    a. Pulte supports innovative solutions to community planning challenges by designing and contributing toward a 4-lane roundabout/traffic circle at the main entrance. This innovative solution to a community challenge arises from narrow commercial parcels fronting Okeechobee Road. These parcels need access on Jenkins Road due to Okeechobee Road access constraints, but the increase in traffic on Jenkins Road and future widening plans also make a full access for these parcels challenging. Pulte proposes to provide u-turn access for these constrained sites through a traffic circle that will also manage the safe ingress/egress needs of Cornerstone and Avalon Crossing. Without this neighborly coordination by Cornerstone, it would make future development of these parcels challenging.

Subject Property Existing Conditions

Future Land Use and Zoning

Parcel IDs:	2324-413-0000-000-9, 2324-431-0001-000-2
Location:	South of the Okeechobee Road commercial service area, to the east of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road
Jurisdiction:	City of Fort Pierce, FL
Future Land Use	Existing: General Commercial (GC)
Future Land Use	Proposed: Medium Density Residential (6.5 – 12 units per acre)
Zoning District	Existing: General Commercial (C-3)
Zoning District:	Proposed: Planned Development (PD)

Proposed Zoning Atlas Map Consistency

In consideration of the appropriate Future Land Use and Zoning for the site, a review of compatibility of the surrounding land uses was necessary. Table 2 provides the Future Land Use and Zoning and current uses of those properties.

Table 2: Site and Surrounding Land Uses

	Site	North	South	East	West
Future Land Use	General Commercial (GC)	General Commercial (GC)	Medium Density Residential (RM)	Medium Density Residential (RM) and General Commercial (GC)	Interstate-95
Zoning	General Commercial (C-3)	General Commercial (C-3)	Medium Density Residential (R-4)	Residential Single Family (E-3), Single-family Intermediate Residential (R-2), and Planned Development (PD)	Interstate-95
Current Use	Vacant	Vacant	Viva West – Approved 222-unit rental community	Avalon Crossing PUD, Vehicle Storage, St Peter Evangelical Lutheran Church	Interstate-95

Consistency with Existing Character

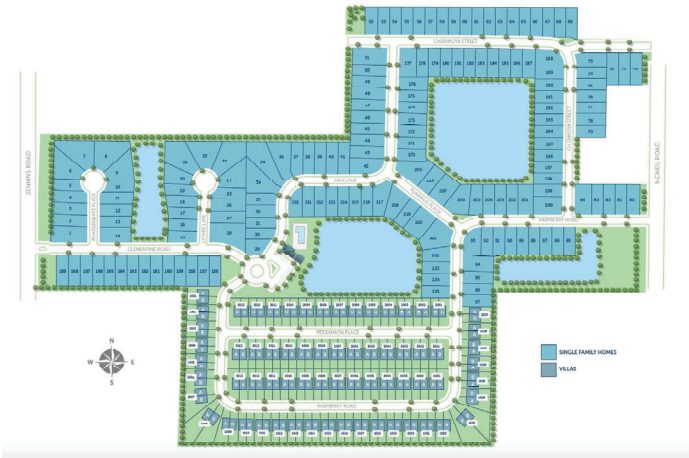
The trend of development in this area is toward providing much-needed residential development close to excellent commuting access on I-95 and the Turnpike, and walkable access to neighborhood services and retail at the intersection of Okeechobee and Jenkins Road. Within the past five (5) years, residential development plans have been approved directly to the east (Avalon Crossing single family Planned Development) and to the south (Viva West residential R-4 rental community.) Much of Avalon Crossing has been constructed, demonstrating buyer demand for housing in this area.

As both Avalon Crossing and Viva West carry a Medium Density Residential (RM) designation allowing for between 6.5 and 12 units per acre. Therefore, a Planned Development at a density of 5 units per acre is proposed for this adjacent site, consistent with recent neighboring development to the east and south.

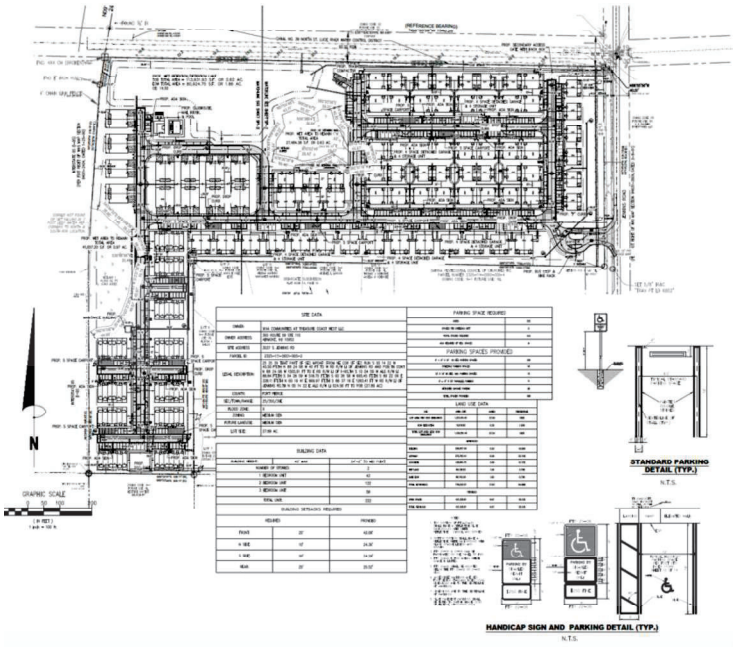
These two (2) residential developments within the vicinity of the subject site were approved through different processes and standards: one a PD, and the other, under the R-4 Zoning District regulations. More specifically, in January 2024, the Fort Pierce City Commission approved the Viva West Rental Community consisting of 222 rental units. Villa West will consist of one-bedroom, two-bedroom and three-bedroom duplexes as well as two-bedroom row houses. Viva East is the sister project to Viva West. Both communities will share access to amenities such as a fitness center, business lodge, community room, catering kitchen, pet spa, outdoor grilling areas and more. The architecture for this project is based on the Florida Cracker style.

The Avalon Crossing site consists of approximately 74.2 acres with a Future Land Use designation of RM and a compatible zoning classification of PD. It was constructed in two (2) phases, with the first phase approved on October 7, 2019, and the latter on August 15, 2022.

Avalon Crossings Planned Development



Viva West Residential Development



Proposed Planned Development Standards

	Lot Type A	Lot Type B	Lot Type C
Lot Area	5500 - 6490	4400 - 5390	3300 - 4290
Depth	110	110	110
Width	50'-59'	40'-49'	30'-39'
Lot Coverage	55%	55%	50%
Setbacks			
Front	20	20	20
Side	3	3	3
Side Corner	N/A	N/A	N/A
Rear	10	10	10
Building Separation	6'	6'	6'

Rights of Way	
Entry	
Boulevard	70'
Interior Streets	40'
Pavement Lane Width	
Entry	
Boulevard	12'
Interior Streets	10'
Block Length (Max.)	1,400'
Curb Type	Valley Gutter
Sidewalks	5'
Entry	
Boulevard	Both sides of street
Interior Streets	One side of street

Accessory uses allowed in rear/side setback

AC
Fences
Patios
Pool
Screen enclosure
Roof overhangs
Exterior Gas Water Heaters

Open Space

All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Landscape Standards

Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*

The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*

The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*

The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*

The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:

A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod,

ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:
Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was

specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this ___day of _____, 2024, (the "**Effective Date**") by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "**Applicant**"), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, the Applicant is currently under contract to purchase, and intends to develop, certain real property within the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "A"** (the "**Property**"); and

WHEREAS, the current owner of the Property is CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company; and

WHEREAS, the requirements for development of the Property are specified by the Code of Ordinances of Fort Pierce, Florida (the "**Code**"); and

WHEREAS, the Property consists of two parcels totaling 49.92 acres. The parcels have a Future Land Use designation of General Commercial (GC) with a zoning designation as General Commercial (C-3). An application to amend the Future Land Use Map to Medium Density Residential (RM) and to modify the zoning of the Property to Planned Development (PD) is under review by the City of Fort Pierce; and

WHEREAS, the Applicant is proposing a 250-lot single family home Planned Development ("**PD**") community with associated amenities at 2721 S. Jenkins Road (the "**Project**"). The Project is located just south of the Okeechobee Road commercial service area between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road; and

WHEREAS, Section 125-212 (a) of the Code allows that a PD may allow uses and design concepts which are not specifically otherwise permitted in standard zoning districts, and § 125-212 (c)(10) of the Code provides that the specific development standards of the PD district are contained in the approved development documents for each planned development; and

WHEREAS, §125-212 (f) of the Code requires that the Applicant enter into this Agreement with the City as a condition of approval of the Project.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are hereby affirmed as being true and correct and are incorporated herein by reference.

2. Duration of Agreement. This Agreement shall be effective, shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of five (5) years from the Effective Date hereof (the "**Expiration Date**"). The Expiration Date shall be extended for a period of five (5) years after receiving any future approval by the Board of City Commissioners (the "**Board**") at a public hearing, unless an instrument has been recorded agreeing to release, amend or modify this Agreement in whole, or in part, as provided below. The foregoing notwithstanding, if the expiration date of any development approvals associated with this Agreement or with the Project are ever extended to a date that is later than the Expiration Date, the Expiration Date shall automatically extend to that later date. A proposed timeline of development is specified on **Exhibit "B"**, attached hereto and by this reference incorporated herein (the "**Development Timeline**").

3. Phasing Requirements. The Development shall be constructed in one (1) Phase.

4. Development Requirements for the Project. The Project shall conform to the following requirements:

A. Development Standards. Pursuant to Section 125-212 (c), the proposed landscaping and development standards specified in **Exhibit "C"**, attached hereto and by this reference incorporated herein (the "**Development Standards**") shall govern the development of the Property.

B. Entrances and Internal Road Network. Access to the site shall be provided from South Jenkins Road. The interior of the site is designed with a grid network of streets to minimize lots directly adjacent to I-95.

C. Drainage. The site features creative use of stormwater facilities as water-cleansing passive recreation areas and for natural vistas.

D. Utilities. The Project will contain the following utility infrastructure:

i. Water Distribution and Service lines,
ii. Wastewater Collection and Service lines,
iii. Lift Station and related equipment,
iv. Paving and
v. Stormwater Retention and Detention.

E. Public Benefit.

i. Low Density. If adopted, the RM Future Land Use permits density of between 6.5 – 12 units per acre. The proposed 250 lot development (5 dwelling units per acre) is substantially less dense than the 599 units permitted under the RM Future Land Use. Therefore, this development proposal is a significant decrease in density.

ii. Visual Appeal from I-95. Additionally, the site will contain a "pocket park" at the southwest corner of the property containing a sculptural art installation to be coordinated with a Call for Art, to be managed by the St. Lucie Cultural Alliance. The resulting art installation will serve as a welcome to visitors and residents to Fort Pierce.

5. Public Facilities that will Service the Development.

A. Water/Wastewater: Fort Pierce Water and Sewer Authority (FPUA) shall provide **w**ater and Wastewater to the Project with water and sewer available to provide for the Project.

B. Road Infrastructure: South Jenkins Road (County Road 611) provides access to the site.

C. **Drainage:** The Project is located within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD).

D. Local School District. St. Lucie Public Schools serve this location with capacity to serve the anticipated needs of the Project.

6. Adopted Landscape Standards. The Project shall comply with all requirements of Sec. 123-37. (1) (Requirements for Plant Materials), Sec. 123-37. (11) (Installation of Landscaping), and Sec. 123-37. (12) (Maintenance of Landscaping).

7. Tree Mitigation and Replacement Standards

A. Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection

All sections under **Chapter 123, Article III – Tree Protection** shall be applicable.

As part of the Project, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide additional methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

i. the planting of larger trees,
ii. the creation of native habitat,
iii. enhanced stormwater treatment systems,

iv. minimizing sod areas which reduces watering, fertilizer and maintenance requirements, and
v. reduction in long term irrigation needs.

The following may be implemented in all common areas of the Project:

Increased Size of Code Required Trees:
Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:
Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

8. **Description of Local Development Permits Required for the Development**. The Development shall require the following local development permits:

A. Engineering approval.
B. Ft. Pierce Building Permit.
C. South Florida Water Management District:
  i. Consumptive Water Use Permit.
  ii. Environmental Resource Permit.
D. Fort Pierce Utility Authority permitting (as required).
E. Florida Department of Environmental Protection permitting (as required).
F. Other permits as required.

9. **Project Compliance.** By entering into this Agreement, the Board finds that the Project is consistent with the City's comprehensive plan and land development code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "D"** is a list of any conditions, terms, restrictions, or other requirements determined by the Board for the public health, safety, or welfare of its citizens.

10. **Compliance with Project Documents.** Pursuant to the intent of § 125-212 (c), wherever and to the extent possible any development guidelines not specifically addressed herein shall be in

conformance with the site plan and other documents specific to the Project as approved by the Board (the "**Project Documents**"). In the event of any conflict between the Code and the Project Documents, the Project Documents, including this Agreement, shall govern.

11. Destruction. In the event that all or a portion of the Development should be destroyed by a storm, fire, or other common disaster, Applicant, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

12. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Board and the Applicant, provided that such modification, amendment, or release has been approved by the Board after public hearing. Notwithstanding anything contained hereinto the contrary, Applicant, its successors in interest and the Board may amend or terminate this Agreement without securing the consent of other property owners whose property is affected by this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

13. Governing Law. This Agreement and the construction and enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

14. Successors and Assigns. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the Applicant and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Applicant from any term, condition, obligation or duties set out in this Agreement.

15. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; (iv) mailed by regular U.S. mail; or (v) sent by electronic mail (Email). For purposes of notice, the addressees are as follows:

APPLICANT:

Pulte Home Company, LLC
1475 Centrepark Blvd., Suite 140
West Palm Beach, Florida 33401
Attn: Brent Baker, Division President – Southeast Florida Division
Telephone: (561) 206-1405
Email: Brent.Baker@PulteGroup.com

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: Dennis Corrick, Esq.
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
Ldobbins@deanmead.com
Lwellmeier@deanmead.com

CITY:

City of Ft. Pierce
Attn: Linda Cox, City Manager
100 N US Hwy 1
Fort Pierce, FL 34950
lcox@cityoffortpierce.com

With a copy to:

City of Ft. Pierce
Attn: Sara Hedges, City Attorney
100 N US Hwy 1
Fort Pierce, FL 34950
Shedges@cityoffortpierce.com

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

16. **Entire Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

17. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **Rights of Assignment to Lender**. All rights of the Applicant hereunder may be collaterally assigned to any lender for the Property as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Applicant hereunder.

19. **Counterparts.** 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 electronic transmission shall 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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

APPLICANT

PULTE HOME COMPANY, LLC,
a Michigan liability company

_____
Print Name: _____
Address: _____
_____

By:_____
Printed Name:_____
Title:_____

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2024, by _____, as _____ of Pulte Home Company, LLC, on behalf of said company. Said person is (check one) □ 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, or □ produced other identification, to wit:_____.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

CITY OF FT. PIERCE

ATTEST: BOARD OF CITY COMMISSIONERS
CITY OF FT. PIERCE, FLORIDA

_____ By: _____
City Mayor Print

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Easterly of the Easterly right-of-way of 1-95, Less the North 296 feet of the East 860.50 feet thereof, and Less the East 40 feet thereof and Less the South 52 feet thereof. Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Easterly of the Easterly right-of-way line of 1-95, Less the North 296 feet of the East 860.50 feet thereof, and Less the East 40 feet thereof, and Less the South 626.36 feet thereof, Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1 /2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, Less and Excepting therefrom the East 40 feet thereof as right-of-way for Jenkins Road, Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691 all lying and being in St. Lucie County, Florida.

EXHIBIT B

DEVELOPMENT TIMELINE

Approvals…….	Anticipated July of 2025
Infrastructure Construction……...	September 2025 – October 2026
Home Construction……	June 2026 – December 2029

EXHIBIT C

DEVELOPMENT STANDARDS

	Lot Type A	Lot Type B	Lot Type C
Lot Area	5500 - 6490	4400 - 5390	3300 - 4290
Depth	110	110	110
Width	50'-59'	40'-49'	30'-39'
Lot Coverage	55%	55%	50%
Setbacks			
Front	20	20	20
Side	3	3	3
Side Corner	N/A	N/A	N/A
Rear	10	10	10
Building Separation	6'	6'	6'

Rights of Way	
Entry Boulevard	70'
Interior Streets	40'
Pavement Lane Width	
Entry Boulevard	12'
Interior Streets	10'
Block Length (Max.)	1,400'
Curb Type	Valley Gutter
Sidewalks	5'
Entry Boulevard	Both sides of street
Interior Streets	One side of street

Accessory uses allowed in rear/side setback

AC

Fences

Patios
Pool
Screen enclosure
Roof overhangs
Exterior Gas Water Heaters

Open Space
All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

EXHIBIT D
[CONDITIONS OF DEVELOPMENT]

TMC Traffic & Mobility CONSULTANTS

Formerly O'Rourke Engineering & Planning

August 4, 2025

Kori Benton, AICP.
Planning Manager
St. Lucie County Planning & Development Services
2300 Virginia Avenue
Fort Pierce, FL 34982

Re: Cornerstone Pulte
Response to Traffic Impact Analysis Comments
TMC Project № 24277.01.03
St. Lucie County, Florida

Dear Kori Benton,

Please find below our responses to the review comments prepared by St. Lucie County Public Works dated June 27 and July 17, 2025 regarding the above-referenced Traffic Impact Analysis dated June 13, 2025. The comments are listed in **bold** typeface, and the TMC responses follow in *italic* typeface.

1. **The conclusion states the following: "Per FDOT requirements, a northbound left-turn lane and a southbound right-turn lane will be required at the project driveways. A signal warrant analysis is being prepared under separate cover to determine the need for signalization at Driveway 1 and Jenkins Road.". Please provide the signal warrant analysis for the signalization of Jenkins at Driveway 1.**

   Response: The Signal Warrant is provided under separate cover.

2. **The response to comment no. 2 on the signalization information to be included in Appendix B of the report. Appendix B provides the TPO 2025 LOS and ADT, AM, and PM counts. Where is the signalization information for intersection Jenkins at Edwards?**

   Response: The approval conditions for the Viva East/Viva West project, as approved by the City of Fort Pierce, are included as the last two pages in Appendix B (pages 30 and 31 of the pdf). As a required condition of the Viva East/Viva West development, "The intersection of Edwards Road and Jenkins Road shall be signalized within six (6) months of the issuance of the 100th certificate of capacity (CO) at Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.".

3. **Table 3a and 3b has improved capacity in place with failed background year?**

   Response: Based on the St. Lucie TPO Standardized Transportation Impact Studies (TIS) Methodology and Procedures, the Future Buildout Scenario includes mitigation improvements identified in the Future Background Scenario to restore a facility to its adopted level of service standard. At the request of the third-party reviewer, the improved capacity was added to Tables 3a and 3b.

4. **Table 3a and 3b shows improve capacity of four lane widening for Jenkins Rd by buildout 2027 which is questionable since it is currently in the PD&E study.**

   Response: Based on the St. Lucie TPO Standardized Transportation Impact Studies (TIS) Methodology and Procedures, the Future Buildout Scenario includes mitigation improvements identified in the Future Background Scenario to restore a facility to its adopted level of service standard.

5. **Please provide the calculations for the analysis shown in Table 3a and 3b.**

   *Response: Existing volumes were obtained from the 2024 St. Lucie TPO Traffic Counts and Level of Service Report. Peak directions utilized the published number, off-peak directions were calculated by applying the D-Factor (published number/peak direction D-Factor*Off-Peak D-Factor). Example: Jenkins Road SB AM = (729/0.51)*0.49 = 700. Background Traffic was determined using the higher of the historical growth rate of 4.94% or 1% + Committed. Compounded Growth was applied for 3 years for both the historical and 1% calculation. Example: Jenkins Road NB AM = 729*1.0494^3 = 842 (historical) or 729*1.01^3 + 169 = 920 (1% + Committed). Project Traffic is then added to the higher of the background calculations to determine Buildout Traffic.*

6. **Appendix D provides the Synchro LOS analysis for the AM and PM intersection, so provide signal timing sheet and cycle length for Jenkins at Edward?**

   Response: The intersection of Jenkins Road & Edwards Road is not currently signalized, therefore, a signal timing sheet for this intersection is not available. The proposed signal timing used in the analysis consisted of an actuated uncoordinated phasing plan.

7. **Please provide the signal warrant analysis to back-up the previous study for the traffic signal and the added SB left turn and WB right turn.**

   Response: The City of Fort Pierce required the signalization of the intersection with the approval of the Viva East project; the approval conditions are included as the last two pages in Appendix B.

8. **On page 9, the study states the intersection will operate following:**
   - **Background year: LOS D for AM and LOS B for PM**
   - **Buildout year 2027: LOS C for AM and LOS B for PM**
   - **Explain how the AM getting better with added project trips from LOS D to C.**

   Response: The overall results show a better LOS due to Synchro assigning more of the available time to the Westbound movement. This decrease in delay for the westbound movement brings the overall results down, as the westbound movement has a high number of vehicles. Both Background and Buildout scenarios use the same maximum green time, yellow time, and red time. As shown in Table 4, the delay for the Westbound movements decrease, but the Northbound and Southbound movements increase.

9. **In the Synchro analysis, variations are shown in the valves for: Capacity VPH, Heavy truck % and Peak hour factor, causing the following:**
   - **Synchro Background Analysis: LOS C for AM and LOS B for PM**
   - **Synchro Buildout Analysis: LOS B for AM and LOS B for PM**
   - **Explain why is the AM getting better with added project trips from LOS C to B.**

   Response: The Heavy Vehicle % and Peak Hour Factors are different for the AM and PM peak hours. The Background and Buildout Analyses for the AM peak hour use the same Heavy Vehicle % and Peak Hour Factor. The capacity VPH is calculated by Synchro based on the available green time. As this intersection is not proposed to use a coordinated timing plan, Synchro assigns available green time to the movements based on the maximum green time and vehicle demand. The overall results show a better LOS due to Synchro assigning more of the available time to the Westbound movement. This decrease in delay for the westbound movement brings the overall results down, as the westbound movement has a high number of vehicles. Both Background and Buildout scenarios use the same maximum green time, yellow time, and red time. As shown in Table 4, the delay for the Westbound movements decrease, but the Northbound and Southbound movements increase.

10. **The Synchro analysis presented appears to warrant review of the planned signal timing and clarification of the analysis.**

    Response: The proposed signal timing utilizes an uncoordinated timing plan with maximum green times. The available green time varies based on demand. With the increased demand for the westbound movements, more green time is being assigned to the westbound movement in the buildout scenario.

END OF COMMENTS

Additionally, St. Lucie County's third-party reviewer issued a *Final Review of Traffic Impact Analysis* on July 15, 2025 confirming the traffic impact analysis results and need for a separate signal warrant analysis with no further comments. We trust these responses and the additional analyses adequately address the review comments. We remain available to discuss this matter further or to answer any questions you may have.

Kind regards,

TRAFFIC & MOBILITY CONSULTANTS LLC

James L Kemp, PE
Traffic Engineer

Phasing Description

THE PROJECT WILL BE DEVELOPED IN TWO PHASES. REFER TO PHASING LINE ON THIS SHEET.

PHASE 1 :

WILL INCLUDE THE LOTS AND INFRASTRUCTURE WITHIN THE CENTRAL PORTION OF THE SITE AND THE SOUTH & NORTH ENTRANCES TO JENKINS ROAD INCLUDING TURN LANES AS REQUIRED FOR VEHICULAR ACCESS.

THE TWO LAKES AND ADJACENT DRY DETENTION AREAS WILL BE CONSTRUCTED TO PROVIDE STORMWATER TREATMENT AND ATTENUATION FOR PHASE 1. DRAINAGE INLETS AND PIPING FOR THE ROADWAYS AND LOTS WILL BE INSTALLED ALONG WITH THE OUTFALL PIPE AND DISCHARGE CONTROL STRUCTURE CONNECTING TO THE N.S.L.R.W.C.D. CANAL NUMBER 39 ON THE SOUTH SIDE OF THE PROJECT.

THE REQUIRED WATER DISTRIBUTION SYSTEM FOR DOMESTIC WATER USE AND FOR FIRE PROTECTION (FIRE HYDRANT INSTALLATIONS) WILL BE INSTALLED ALONG WITH THE REQUIRED SEWAGE COLLECTION SYSTEM AND SEWAGE PUMP STATION AND FORCE MAIN. THE ROADWAY WILL BE PAVED AND COMPLETED FOR THIS PHASE OF THE PROJECT AND ALL NECESSARY TEMPORARY FACILITIES SUCH AS TEE TURN AROUNDS WILL BE INSTALLED TO ACCOMMODATE FIRE TRUCK AND GARBAGE TRUCK ACCESS. ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

ALL OTHER REQUIRED INFRASTRUCTURE SUCH AS POWER, COMMUNICATIONS, ETC., WILL BE PROVIDED TO SUPPORT PHASE 1 AND COORDINATED WITH THE APPROPRIATE UTILITY PROVIDERS.

PHASE 1 WILL HAVE A SUB-PHASE FOR THE MODEL HOUSES THAT WILL INCLUDE ALL REQUIRED UTILITY INFRASTRUCTURE, PAVING, GRADING AND DRAINAGE.

PHASE 2:

WILL BE CONSTRUCTED TO COMPLETE THE PROJECT'S INFRASTRUCTURE AND INCLUDE ALL OF THE REQUIRED IMPROVEMENTS BOTH ON-SITE AND OFF-SITE . ONLY COMMON AREA SIDEWALKS WILL BE INSTALLED FOR PHASE CERTIFICATION. ALL SIDEWALKS LOCATED ALONG THE FRONT OF LOTS SHALL BE INSTALLED AT THE TIME EACH INDIVIDUAL HOME IS COMPLETED.

Legend

M Model Home Lots (161, 162, 163)

IDENTITY FEATURE
4' CRUSHED SHELL TRAIL TYP.
8' WALL TYP.
4' BERM TYP.
15' MIN. LANDSCAPE BUFFER TYP.
SEATING AREA W/ PICNIC TABLES (3)
LINEAR PARK - TRAIL CONNECTION FROM SW PROPERTY TO REC AREA
BENCH TYP.
INTERSTATE 95 (I-95) NORTHBOUND
FIRE TRUCK TURNAROUND TYP.
DRY DETENTION 0.18 AC.
DRY DETENTION 0.23 AC.
DRY DETENTION 0.44 AC.
DRY DETENTION 0.31 AC.
DRY DETENTION .6.16 AC.
LAKE 2 2.37 Ac.
LAKE 1 2.70 Ac.
LAKE T.O.B. TYP.
LAKE CONTROL ELEVATION TYP.
20' L.M.E. TYP.
PHASE 1
PHASE 2
RESIDENTIAL ROADWAY TRACT
40' RESIDENTIAL ROADWAY TRACT
60' S.E. ROADWAY TRACT
70' M.E. ROADWAY TRACT
COMMERCIAL ACCESS ROADWAY TRACT
POOL CABANA
POOL AREA
BIKE RACK (6)
PLAYGROUND
MAIL KIOSK
BUS STOP LOCATION
LIFT STATION
MONUMENT SIGN
SECONDARY ENTRANCE
MAIN ENTRANCE
COMMERCIAL ROADWAY & 5' SIDEWALK CONNECTION
RIGHT-OF-WAY DEDICATION (0.54 AC.)
OKEECHOBEE RD (SR 70)
S JENKINS RD (C.R. 611)
CLEMENTINE RD
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 39 / CANAL RW
OPEN SPACE TRACT 7
TRACT 5
ZONING: R-4 FLU: RM USE: FUTURE VIVA MULTI-FAMILY
ZONING: C-3 FLU: GC USE: FUTURE COMMERCIAL
ZONING: C-3 FLU: GC USE: TRUCK STORAGE
ZONING: E-3 FLU: RM USE: VACANT
ZONING: C-3 FLU: GC USE: EXISTING CHURCH
ZONING: PD FLU: RM USE: AVALON CROSSING SF

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Pulte Cornerstone

City of Fort Pierce
PD Phasing Plan
Florida

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The following drawings are Instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	09-02-2025
	10-21-2025

PH-1

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

units, or which would provide sites for 2,500 or more housing units.

(c) When the environmental concerns of one or more Federal authorities cited in §50.4 will be affected by the proposal, the cumulative impact of all such effects should be assessed to determine whether an EIS is required. Where all of the affected authorities provide alternative procedures for resolution, those procedures should be used in lieu of an EIS.

§50.43 Emergencies.

In cases of national emergency and disasters or cases of imminent threat to health and safety or other emergency which require the taking of an action with significant environmental impact, the provisions of 40 CFR 1506.11 and of any applicable §50.4 authorities which provide for emergencies shall apply.

PART 51—ENVIRONMENTAL CRITERIA AND STANDARDS

Subpart A—General Provisions

Sec.

51.1 Purpose.
51.2 Authority.
51.3 Responsibilities.
51.4 Program coverage.

Subpart B—Noise Abatement and Control

51.100 Purpose and authority.
51.101 General policy.
51.102 Responsibilities.
51.103 Criteria and standards.
51.104 Special requirements.
51.105 Exceptions.
51.106 Implementation.

APPENDIX I TO SUBPART B OF PART 51—DEFINITION OF ACOUSTICAL QUANTITIES

Subpart C—Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature

51.200 Purpose.
51.201 Definitions.
51.202 Approval of HUD-assisted projects.
51.203 Safety standards.
51.204 HUD-assisted hazardous facilities.
51.205 Mitigating measures.
51.206 Implementation.
51.207 Special circumstances.
51.208 Reservation of administrative and legal rights.

APPENDIX I TO SUBPART C OF PART 51—SPECIFIC HAZARDOUS SUBSTANCES
APPENDIX II TO SUBPART C OF PART 51—DEVELOPMENT OF STANDARDS; CALCULATION METHODS

Subpart D—Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

51.300 Purpose.
51.301 Definitions.
51.302 Coverage.
51.303 General policy.
51.304 Responsibilities.
51.305 Implementation.

AUTHORITY: 42 U.S.C. 3535(d), unless otherwise noted.

SOURCE: 44 FR 40861, July 12, 1979, unless otherwise noted.

Subpart A—General Provisions

§51.1 Purpose.

The Department of Housing and Urban Development is providing program Assistant Secretaries and administrators and field offices with environmental standards, criteria and guidelines for determining project acceptability and necessary mitigating measures to insure that activities assisted by the Department achieve the goal of a suitable living environment.

§51.2 Authority.

This part implements the Department's responsibilities under: The National Housing Act (12 U.S.C. 1701 *et seq.*); sec. 2 of the Housing Act of 1949 (42 U.S.C. 1441); secs. 2 and 7(d) of the Department of Housing and Urban Development Act (42 U.S.C. 3531 and 3535(d)); the National Environmental Policy Act of 1969 (42 U.S.C. 4321); and the other statutes that are referred to in this part.

[61 FR 13333, Mar. 26, 1996]

§51.3 Responsibilities.

The Assistant Secretary for Community Planning and Development is responsible for administering HUD's environmental criteria and standards as set forth in this part. The Assistant Secretary for Community Planning and Development may be assisted by HUD officials in implementing the responsibilities established by this part. HUD

will identify these HUD officials and their specific responsibilities through FEDERAL REGISTER notice.

[61 FR 13333, Mar. 26, 1996]

§ 51.4 Program coverage.

Environmental standards shall apply to all HUD actions except where special provisions and exemptions are contained in each subpart.

Subpart B—Noise Abatement and Control

§ 51.100 Purpose and authority.

(a) It is the purpose of this subpart B to:

(1) Call attention to the threat of noise pollution;

(2) Encourage the control of noise at its source in cooperation with other Federal departments and agencies;

(3) Encourage land use patterns for housing and other noise sensitive urban needs that will provide a suitable separation between them and major noise sources;

(4) Generally prohibit HUD support for new construction of noise sensitive uses on sites having unacceptable noise exposure;

(5) Provide policy on the use of structural and other noise attenuation measures where needed; and

(6) Provide policy to guide implementation of various HUD programs.

(b) *Authority.* Specific authorities for noise abatement and control are contained in the Noise Control Act of 1972, as amended (42 U.S.C. 4901 *et seq.*); and the General Services Administration, Federal Management Circular 75–2; *Compatible Land Uses at Federal Airfields.*

[44 FR 40861, July 12, 1979, as amended at 61 FR 13333, Mar. 26, 1996]

§ 51.101 General policy.

(a) It is HUD's general policy to provide minimum national standards applicable to HUD programs to protect citizens against excessive noise in their communities and places of residence.

(1) *Planning assistance.* HUD requires that grantees give adequate consideration to noise exposures and sources of noise as an integral part of the urban environment when HUD assistance is provided for planning purposes, as follows:

(i) Particular emphasis shall be placed on the importance of compatible land use planning in relation to airports, highways and other sources of high noise.

(ii) Applicants shall take into consideration HUD environmental standards impacting the use of land.

(2) *Activities subject to 24 CFR part 58.* (i) Responsible entities under 24 CFR part 58 must take into consideration the noise criteria and standards in the environmental review process and consider ameliorative actions when noise sensitive land development is proposed in noise exposed areas. Responsible entities shall address deviations from the standards in their environmental reviews as required in 24 CFR part 58.

(ii) Where activities are planned in a noisy area, and HUD assistance is contemplated later for housing and/or other noise sensitive activities, the responsible entity risks denial of the HUD assistance unless the HUD standards are met.

(3) *HUD support for new construction.* HUD assistance for the construction of new noise sensitive uses is prohibited generally for projects with unacceptable noise exposures and is discouraged for projects with normally unacceptable noise exposure. (Standards of acceptability are contained in § 51.103(c).) This policy applies to all HUD programs providing assistance, subsidy or insurance for housing, manufactured home parks, nursing homes, hospitals, and all programs providing assistance or insurance for land development, redevelopment or any other provision of facilities and services which are directed to making land available for housing or noise sensitive development. The policy does not apply to research demonstration projects which do not result in new construction or reconstruction, flood insurance, interstate land sales egistration, or any action or emergency assistance under disaster assistance provisions or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster.

(4) *HUD support for existing construction.* Noise exposure by itself will not result in the denial of HUD support for the resale and purchase of otherwise acceptable existing buildings. However, environmental noise is a marketability factor which HUD will consider in determining the amount of insurance or other assistance that may be given.

(5) *HUD support of modernization and rehabilitation.* For modernization projects located in all noise exposed areas, HUD shall encourage noise attenuation features in alterations. For major or substantial rehabilitation projects in the Normally Unacceptable and Unacceptable noise zones, HUD actively shall seek to have project sponsors incorporate noise attenuation features, given the extent and nature of the rehabilitation being undertaken and the level or exterior noise exposure. In Unacceptable noise zones, HUD shall strongly encourage conversion of noise-exposed sites to land uses compatible with the high noise levels.

(6) *Research, guidance and publications.* HUD shall maintain a continuing program designed to provide new knowledge of noise abatement and control to public and private bodies, to develop improved methods for anticipating noise encroachment, to develop noise abatement measures through land use and building construction practices, and to foster better understanding of the consequences of noise. It shall be HUD's policy to issue guidance documents periodically to assist HUD personnel in assigning an acceptability category to projects in accordance with noise exposure standards, in evaluating noise attenuation measures, and in advising local agencies about noise abatement strategies. The guidance documents shall be updated periodically in accordance with advances in the state-of-the-art.

(7) *Construction equipment, building equipment and appliances.* HUD shall encourage the use of quieter construction equipment and methods in population centers, the use of quieter equipment and appliances in buildings, and the use of appropriate noise abatement techniques in the design of residential structures with potential noise problems.

(8) *Exterior noise goals.* It is a HUD goal that exterior noise levels do not exceed a day-night average sound level of 55 decibels. This level is recommended by the Environmental Protection Agency as a goal for outdoors in residential areas. The levels recommended by EPA are not standards and do not take into account cost or feasibility. For the purposes of this regulation and to meet other program objectives, sites with a day-night average sound level of 65 and below are acceptable and are allowable (see Standards in §51.103(c)).

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

(10) *Acoustical privacy in multifamily buildings.* HUD shall require the use of building design and acoustical treatment to afford acoustical privacy in multifamily buildings pursuant to requirements of the Minimum Property Standards.

[44 FR 40861, July 12, 1979, as amended at 50 FR 9268, Mar. 7, 1985; 61 FR 13333, Mar. 26, 1996]

§51.102 Responsibilities.

(a) *Surveillance of noise problem areas.* Appropriate field staff shall maintain surveillance of potential noise problem areas and advise local officials, developers, and planning groups of the unacceptability of sites because of noise exposure at the earliest possible time in the decision process. Every attempt shall be made to insure that applicants' site choices are consistent with the policy and standards contained herein.

(b) *Notice to applicants.* At the earliest possible stage, HUD program staff shall:

(1) Determine the suitability of the acoustical environment of proposed projects;

(2) Notify applicants of any adverse or questionable situations; and

(3) Assure that prospective applicants are apprised of the standards contained

herein so that future site choices will be consistent with these standards.

(c) *Interdepartmental coordination.* HUD shall foster appropriate coordination between field offices and other departments and agencies, particularly the Environmental Protection Agency, the Department of Transportation, Department of Defense representatives, and the Department of Veterans Affairs. HUD staff shall utilize the acceptability standards in commenting on the prospective impacts of transportation facilities and other noise generators in the Environmental Impact Statement review process.

[44 FR 40861, July 12, 1979, as amended at 54 FR 39525, Sept. 27, 1989; 61 FR 13333, Mar. 26, 1996]

§ 51.103 Criteria and standards.

These standards apply to all programs as indicated in § 51.101.

(a) *Measure of external noise environments.* The magnitude of the external noise environment at a site is determined by the value of the day-night average sound level produced as the result of the accumulation of noise from all sources contributing to the external noise environment at the site. Day-night average sound level, abbreviated as DNL and symbolized as L_{dn}, is the 24-hour average sound level, in decibels, obtained after addition of 10 decibels to sound levels in the night from 10 p.m. to 7 a.m. Mathematical expressions for average sound level and day-night average sound level are stated in the Appendix I to this subpart.

(b) *Loud impulsive sounds.* On an interim basis, when loud impulsive sounds, such as explosions or sonic booms, are experienced at a site, the day-night average sound level produced by the loud impulsive sounds alone shall have 8 decibels added to it in assessing the acceptability of the site (see appendix I to this subpart). Alternatively, the C-weighted day-night average sound level (L_{Cdn}) may be used without the 8 decibel addition, as indicated in § 51.106(a)(3). Methods for assessing the contribution of loud impulsive sounds to day-night average sound level at a site and mathematical expressions for determining whether a sound is classed as ''loud impulsive'' are provided in the appendix I to this subpart.

(c) *Exterior standards.* (1) The degree of acceptability of the noise environment at a site is determined by the sound levels external to buildings or other facilities containing noise sensitive uses. The standards shall usually apply at a location 2 meters (6.5 feet) from the building housing noise sensitive activities in the direction of the predominant noise source. Where the building location is undetermined, the standards shall apply 2 meters (6.5 feet) from the building setback line nearest to the predominant noise source. The standards shall also apply at other locations where it is determined that quiet outdoor space is required in an area ancillary to the principal use on the site.

(2) The noise environment inside a building is considered acceptable if: (i) The noise environment external to the building complies with these standards, and (ii) the building is constructed in a manner common to the area or, if of uncommon construction, has at least the equivalent noise attenuation characteristics.

SITE ACCEPTABILITY STANDARDS

	Day-night average sound level (in decibels)	Special approvals and requirements
Acceptable	Not exceeding 65 dB(1)	None.
Normally Unacceptable	Above 65 dB but not exceeding 75 dB	Special Approvals (2) Environmental Review (3). Attenuation (4).
Unacceptable	Above 75 dB	Special Approvals (2). Environmental Review (3). Attenuation (5).

Notes: (1) Acceptable threshold may be shifted to 70 dB in special circumstances pursuant to § 51.105(a).
(2) See § 51.104(b) for requirements.
(3) See § 51.104(b) for requirements.
(4) 5 dB additional attenuation required for sites above 65 dB but not exceeding 70 dB and 10 dB additional attenuation required for sites above 70 dB but not exceeding 75 dB. (See § 51.104(a).)
(5) Attenuation measures to be submitted to the Assistant Secretary for CPD for approval on a case-by-case basis.

[44 FR 40861, July 12, 1979, as amended at 49 FR 12214, Mar. 29, 1984]

§51.104 Special requirements.

(a)(1) *Noise attenuation.* Noise attenuation measures are those required in addition to attenuation provided by buildings as commonly constructed in the area, and requiring open windows for ventilation. Measures that reduce external noise at a site shall be used wherever practicable in preference to the incorporation of additional noise attenuation in buildings. Building designs and construction techniques that provide more noise attenuation than typical construction may be employed also to meet the noise attenuation requirements.

(2) *Normally unacceptable noise zones and unacceptable noise zones.* Approvals in Normally Unacceptable Noise Zones require a minimum of 5 decibels additional sound attenuation for buildings having noise-sensitive uses if the day-night average sound level is greater than 65 decibels but does not exceed 70 decibels, or a minimum of 10 decibels of additional sound attenuation if the day-night average sound level is greater than 70 decibels but does not exceed 75 decibels. Noise attenuation measures in Unacceptable Noise Zones require the approval of the Assistant Secretary for Community Planning and Development, or the Certifying Officer for activities subject to 24 CFR part 58. (See §51.104(b)(2).)

(b) *Environmental review requirements.* Environmental reviews shall be conducted pursuant to the requirements of 24 CFR parts 50 and 58, as applicable, or other environmental regulations issued by the Department. These requirements are hereby modified for all projects proposed in the Normally Unacceptable and Unacceptable noise exposure zones as follows:

(1) *Normally unacceptable noise zone.* (i) All projects located in the Normally Unacceptable Noise Zone require a Special Environmental Clearance except an EIS is required for a proposed project located in a largely undeveloped area, or where the HUD action is likely to encourage the establishment of incompatible land use in this noise zone.

(ii) When an EIS is required, the concurrence of the Program Assistant Secretary is also required before a project can be approved. For the purposes of this paragraph, an area will be considered as largely undeveloped unless the area within a 2-mile radius of the project boundary is more than 50 percent developed for urban uses and infrastructure (particularly water and sewers) is available and has capacity to serve the project.

(iii) All other projects in the Normally Unacceptable zone require a Special Environmental Clearance, except where an EIS is required for other reasons pursuant to HUD environmental policies.

(2) *Unacceptable noise zone.* An EIS is required prior to the approval of projects with unacceptable noise exposure. Projects in or partially in an Unacceptable Noise Zone shall be submitted to the Assistant Secretary for Community Planning and Development, or the Certifying Officer for activities subject to 24 CFR part 58, for approval. The Assistant Secretary or the Certifying Officer may waive the EIS requirement in cases where noise is the only environmental issue and no outdoor noise sensitive activity will take place on the site. In such cases, an environmental review shall be made pursuant to the requirements of 24 CFR parts 50 or 58, as appropriate.

[44 FR 40861, July 12, 1979, as amended at 61 FR 13333, Mar. 26, 1996]

§51.105 Exceptions.

(a) *Flexibility for non-acoustic benefits.* Where it is determined that program objectives cannot be achieved on sites meeting the acceptability standard of 65 decibels, the Acceptable Zone may be shifted to L_{dn} 70 on a case-by-case basis if all the following conditions are satisfied:

(1) The project does not require an Environmental Impact Statement under provisions of §51.104(b)(1) and noise is the only environmental issue.

(2) The project has received a Special Environmental Clearance and has received the concurrence of the Environmental Clearance Officer.

(3) The project meets other program goals to provide housing in proximity to employment, public facilities and transportation.

(4) The project is in conformance with local goals and maintains the character of the neighborhood.

(5) The project sponsor has set forth reasons, acceptable to HUD, as to why the noise attenuation measures that would normally be required for new construction in the L_{dn} 65 to L_{dn} 70 zone cannot be met.

(6) Other sites which are not exposed to noise above L_{dn} 65 and which meet program objectives are generally not available.

The above factors shall be documented and made part of the project file.

[44 FR 40861, July 12, 1979, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.106 Implementation.

(a) *Use of available data.* HUD field staff shall make maximum use of noise data prepared by others when such data are determined to be current and adequately projected into the future and are in terms of the following:

(1) *Sites in the vicinity of airports.* The noise environment around airports is described sometimes in terms of Noise Exposure Forecasts, abbreviated as NEF or, in the State of California, as Community Noise Equivalent Level, abbreviated as CNEL. The noise environment for sites in the vicinity of airports for which day-night average sound level data are not available may be evaluated from NEF or CNEL analyses using the following conversions to DNL:

DNL ≈ NEF + 35
DNL ≈ CNEL

(2) *Sites in the vicinity of highways.* Highway projects receiving Federal aid are subject to noise analyses under the procedures of the Federal Highway Administration. Where such analyses are available they may be used to assess sites subject to the requirements of this standard. The Federal Highway Administration employs two alternate sound level descriptors: (i) The A-weighted sound level not exceeded more than 10 percent of the time for the highway design hour traffic flow, symbolized as L_{10}; or (ii) the equivalent sound level for the design hour, symbolized as L_{eq}. The day-night average sound level may be estimated from the design hour L_{10} or L_{eq} values by the following relationships, provided heavy trucks do not exceed 10 percent of the total traffic flow in vehicles per 24 hours and the traffic flow between 10 p.m. and 7 a.m. does not exceed 15 percent of the average daily traffic flow in vehicles per 24 hours:

DNL ≈ L_{10} (design hour)—3 decibels
DNL ≈ L_{eq} (design hour) decibels

Where the auto/truck mix and time of day relationships as stated in this section do not exist, the HUD Noise Assessment Guidelines or other noise analysis shall be used.

(3) *Sites in the vicinity of installations producing loud impulsive sounds.* Certain Department of Defense installations produce loud impulsive sounds from artillery firing and bombing practice ranges. Noise analyses for these facilities sometimes encompass sites that may be subject to the requirements of this standard. Where such analyses are available they may be used on an interim basis to establish the acceptability of sites under this standard. The Department of Defense uses day-night average sound level based on C-weighted sound level, symbolized L_{Cdn}, for the analysis of loud impulsive sounds. Where such analyses are provided, the 8 decibel addition specified in § 51.103(b), is not required, and the same numerical values of day-night average sound level used on an interim basis to determine site suitability for non-impulsive sounds apply to the L_{Cdn}.

(4) *Use of areawide acoustical data.* HUD encourages the preparation and use of areawide acoustical information, such as noise contours for airports. Where such new or revised contours become available for airports (civil or military) and military installations they shall first be referred to the HUD State Office (Environmental Officer) for review, evaluation and decision on appropriateness for use by HUD. The HUD State Office shall submit revised contours to the Assistant Secretary for Community Planning and Development for review, evaluation and decision whenever the area affected is changed by 20 percent or more, or whenever it is

determined that the new contours will have a significant effect on HUD programs, or whenever the contours are not provided in a methodology acceptable under §51.106(a)(1) or in other cases where the HUD State Office determines that Headquarters review is warranted. For other areawide acoustical data, review is required only where existing areawide data are being utilized and where such data have been changed to reflect changes in the measurement methodology or underlying noise source assumptions. Requests for determination on usage of new or revised areawide data shall include the following:

(i) Maps showing old, if applicable, and new noise contours, along with brief description of data source and methodology.

(ii) Impact on existing and prospective urbanized areas and on development activity.

(iii) Impact on HUD-assisted projects currently in processing.

(iv) Impact on future HUD program activity. Where a field office has determined that immediate approval of new areawide data is necessary and warranted in limited geographic areas, the request for approval should state the circumstances warranting such approval. Actions on proposed projects shall not be undertaken while new areawide noise data are being considered for HUD use except where the proposed location is affected in the same manner under both the old and new noise data.

(b) *Site assessments.* Compliance with the standards contained in §51.103(c) shall, where necessary, be determined using noise assessment guidelines, handbooks, technical documents and procedures issued by the Department.

(c) *Variations in site noise levels.* In many instances the noise environment will vary across a site, with portions of the site being in an Acceptable noise environment and other portions in a Normally Unacceptable noise environment. The standards in §51.103(c) shall apply to the portions of a building or buildings used for residential purposes and for ancillary noise sensitive open spaces.

(d) *Noise measurements.* Where noise assessments result in a finding that the site is borderline or questionable, or is controversial, noise measurements may be performed. Where it is determined that noise measurements are required, such measurements will be conducted in accordance with methods and measurement criteria established by the Department. Locations for noise measurements will depend on the location of noise sensitive uses that are nearest to the predominant noise source (see §51.103(c)).

(e) *Projections of noise exposure.* In addition to assessing existing exposure, future conditions should be projected. To the extent possible, noise exposure shall be projected to be representative of conditions that are expected to exist at a time at least 10 years beyond the date of the project or action under review.

(f) *Reduction of site noise by use of berms and/or barriers.* If it is determined by adequate analysis that a berm and/or barrier will reduce noise at a housing site, and if the barrier is existing or there are assurances that it will be in place prior to occupancy, the environmental noise analysis for the site may reflect the benefits afforded by the berm and/or barrier. In the environmental review process under §51.104(b), the location height and design of the berm and/or barrier shall be evaluated to determine its effectiveness, and impact on design and aesthetic quality, circulation and other environmental factors.

[44 FR 40861, July 12, 1979, as amended at 61 FR 13334, Mar. 26, 1996]

APPENDIX I TO SUBPART B OF PART 51—DEFINITION OF ACOUSTICAL QUANTITIES

1. *Sound Level.* The quantity in decibels measured with an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971. Fast time-averaging and A-frequency weighting are to be used, unless others are specified. The sound level meter with the A-weighting is progressively less sensitive to sounds of frequency below 1,000 hertz (cycles per second), somewhat as is the ear. With fast time averaging the sound level meter responds particularly to recent sounds almost as quickly as does the ear in judging the loudness of a sound.

2. *Average Sound Level.* Average sound level, in decibels, is the level of the mean-square A-weighted sound pressure during the

stated time period, with reference to the square of the standard reference sound pressure of 20 micropascals.

Day-night average sound level, abbreviated as DNL, and symbolized mathematically as L_{dn} is defined as:

$$L_{dn} = 10 \log_{10} \left[\frac{1}{86400} \left(\int_{0000}^{0700} 10^{[L_A(t)+10]/10} dt + \int_{0700}^{2200} 10^{L_A(t)/10} dt + \int_{2200}^{2400} 10^{[L_A(t)+10]/10} dt \right) \right]$$

Time t is in seconds, so the limits shown in hours and minutes are actually interpreted in seconds. $L_A(t)$ is the time varying value of A-weighted sound level, the quantity in decibels measured by an instrument satisfying requirements of American National Standard Specification for Type 1 Sound Level Meters S1.4–1971.

3. *Loud Impulsive Sounds.* When loud impulsive sounds such as sonic booms or explosions are anticipated contributors to the noise environment at a site, the contribution to day-night average sound level produced by the loud impulsive sounds shall have 8 decibels added to it in assessing the acceptability of a site.

A loud impulsive sound is defined for the purpose of this regulation as one for which:

(i) The sound is definable as a discrete event wherein the sound level increases to a maximum and then decreases in a total time interval of approximately one second or less to the ambient background level that exists without the sound; and

(ii) The maximum sound level (obtained with slow averaging time and A-weighting of a Type 1 sound level meter whose characteristics comply with ANSI S1.4–1971) exceeds the sound level prior to the onset of the event by at least 6 decibels; and

(iii) The maximum sound level obtained with fast averaging time of a sound level meter exceeds the maximum value obtained with slow averaging time by at least 4 decibels.

[44 FR 40861, July 12, 1979; 49 FR 10253, Mar. 20, 1984; 49 FR 12214, Mar. 29, 1984]

Subpart C—Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature

AUTHORITY: 42 U.S.C. 3535(d).

SOURCE: 49 FR 5103, Feb. 10, 1984, unless otherwise noted.

§ 51.200 Purpose.

The purpose of this subpart C is to:

(a) Establish safety standards which can be used as a basis for calculating acceptable separation distances (ASD) for HUD-assisted projects from specific, stationary, hazardous operations which store, handle, or process hazardous substances;

(b) Alert those responsible for the siting of HUD-assisted projects to the inherent potential dangers when such projects are located in the vicinity of such hazardous operations;

(c) Provide guidance for identifying those hazardous operations which are most prevalent;

(d) Provide the technical guidance required to evaluate the degree of danger anticipated from explosion and thermal radiation (fire); and

(e) Provide technical guidance required to determine acceptable separation distances from such hazards.

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.201 Definitions.

The terms *Department* and *Secretary* are defined in 24 CFR part 5.

Acceptable separation distance (ASD)—means the distance beyond which the explosion or combustion of a hazard is not likely to cause structures or individuals to be subjected to blast overpressure or thermal radiation flux levels in excess of the safety standards in § 51.203. The ASD is determined by applying the safety standards established by this subpart C to the guidance set

forth in HUD Guidebook, ''Siting of HUD-Assisted Projects Near Hazardous Facilities.''

Blast overpressure—means the pressure, in pounds per square inch, in excess of normal atmospheric pressure on the surrounding medium caused by an explosion.

Danger zone—means the land area circumscribed by the radius which delineates the ASD of a given hazard.

Hazard—means any stationary container which stores, handles, or processes hazardous substances of an explosive or fire prone nature. The term ''hazard'' does not include:

(1) Pipelines for the transmission of hazardous substances, if such pipelines are located underground, or comply with applicable Federal, State and local safety standards;

(2) Containers with a capacity of 100 gallons or less when they contain common liquid industrial fuels, such as gasoline, fuel oil, kerosene, and crude oil, since they generally would pose no danger in terms of thermal radiation or blast overpressure to a project;

(3) Facilities that are shielded from a proposed HUD-assisted project by the topography, because these topographic features effectively provide a mitigating measure already in place;

(4) All underground containers; and

(5) Containers used to hold liquefied petroleum gas with a volumetric capacity not to exceed 1,000 gallons water capacity, if they comply with National Fire Protection Association (NFPA) 58. NFPA 58, Liquefied Petroleum Gas Code, 2017 Edition, copyright 2016 is incorporated by reference into this section with the approval of the Director of the Federal Register, under 5 U.S.C. 552(a) and 1 CFR part 51. All approved material is available for inspection at HUD's Office of Environment and Energy, 202–402–5226, and is available from National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169, telephone number 800–344–3555, fax number 800–593–6372, *www.nfpa.org*. It is also available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, *email fedreg.legal@nara.gov* or visit *www.archives.gov/federal-register/cfr/ibr-locations.html*. Persons with hearing or speech impairments may access the numbers above through TTY by calling the Federal Relay Service, toll-free, at 800–877–8339.

Hazardous substances—means petroleum products (petrochemicals) and chemicals that can produce blast overpressure or thermal radiation levels in excess of the standards set forth in §51.203. A specific list of hazardous substance is found in appendix I to this subpart.

HUD-assisted project—the development, construction, rehabilitation, modernization or conversion with HUD subsidy, grant assistance, loan, loan guarantee, or mortgage insurance, of any project which is intended for residential, institutional, recreational, commercial or industrial use. For purposes of this subpart the terms ''rehabilitation'' and ''modernization'' refer only to such repairs and renovation of a building or buildings as will result in an increased number of people being exposed to hazardous operations by increasing residential densities, converting the type of use of a building to habitation, or making a vacant building habitable.

Thermal radiation level—means the emission and propagation of heat energy through space or a material medium, expressed in BTU per square foot per hour (BTU/ft.^{2} hr.).

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 5204, Feb. 9, 1996; 61 FR 13334, Mar. 26, 1996; 85 FR 4228, Jan. 24, 2020]

§51.202 Approval of HUD-assisted projects.

(a) The Department will not approve an application for assistance for a proposed project located at less than the acceptable separation distance from a hazard, as defined in §51.201, unless appropriate mitigating measures, as defined in §51.205, are implemented, or unless mitigating measures are already in place.

(b) In the case of all applications for proposed HUD-assisted projects, the Department shall evaluate projected development plans in the vicinity of these projects to determine whether there are plans to install a hazardous operation in close proximity to the proposed project. If the evaluation

shows that such a plan exists, the Department shall not approve assistance for the project unless the Department obtains satisfactory assurances that adequate mitigating measures will be taken when the hazardous operation is installed.

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.203 Safety standards.

The following standards shall be used in determining the acceptable separation distance of a proposed HUD-assisted project from a hazard:

(a) *Thermal Radiation Safety Standard.* Projects shall be located so that:

(1) The allowable thermal radiation flux level at the building shall not exceed 10,000 BTU/sq. ft. per hr.;

(2) The allowable thermal radiation flux level for outdoor, unprotected facilities or areas of congregation shall not exceed 450 BTU/sq. ft. per hour.

(b) *Blast Overpressure Safety Standard.* Projects shall be located so that the maximum allowable blast overpressure at both buildings and outdoor, unprotected facilities or areas shall not exceed 0.5 psi.

(c) If a hazardous substance constitutes both a thermal radiation and blast overpressure hazard, the ASD for each hazard shall be calculated, and the larger of the two ASDs shall be used to determine compliance with this subpart.

(d) Background information on the standards and the logarithmic thermal radiation and blast overpressure charts that provide assistance in determining acceptable separation distances are contained in appendix II to this subpart C.

[49 FR 5103, Feb. 10, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.204 HUD-assisted hazardous facilities.

In reviewing applications for proposed HUD-assisted projects involving the installation of hazardous facilities, the Department shall ensure that such hazardous facilities are located at an acceptable separation distance from residences and from any other facility or area where people may congregate or be present. The mitigating measures listed in § 51.205 may be taken into account in determining compliance with this section.

§ 51.205 Mitigating measures.

Application of the standards for determining an Acceptable Separation Distance (ASD) for a HUD-assisted project from a potential hazard of an explosion or fire prone nature is predicated on level topography with no intervening object(s) between the hazard and the project. Application of the standards can be eliminated or modified if:

(a) The nature of the topography shields the proposed project from the hazard.

(b) An existing permanent fire resistant structure of adequate size and strength will shield the proposed project from the hazard.

(c) A barrier is constructed surrounding the hazard, at the site of the project, or in between the potential hazard and the proposed project.

(d) The structure and outdoor areas used by people are designed to withstand blast overpressure and thermal radiation anticipated from the potential hazard (e.g., the project is of masonry and steel or reinforced concrete and steel construction).

§ 51.206 Implementation.

This subpart C shall be implemented for each proposed HUD-assisted project by the HUD approving official or responsible entity responsible for review of the project. The implementation procedure will be part of the environmental review process in accordance with the procedures set forth in 24 CFR parts 50 and 58.

[61 FR 13334, Mar. 26, 1996]

§ 51.207 Special circumstances.

The Secretary or the Secretary's designee may, on a case-by-case basis, when circumstances warrant, require the application of this subpart C with respect to a substance not listed in appendix I to this subpart C that would create thermal or overpressure effect in excess of that listed in § 51.203.

[61 FR 13334, Mar. 26, 1996]

§ 51.208 Reservation of administrative and legal rights.

Publication of these standards does not constitute a waiver of any right: (a) Of HUD to disapprove a project proposal if the siting is too close to a potential hazard not covered by this subpart, and (b) of HUD or any person or other entity to seek to abate or to collect damages occasioned by a nuisance, whether or not covered by the subpart.

APPENDIX I TO SUBPART C OF PART 51—SPECIFIC HAZARDOUS SUBSTANCES

The following is a list of specific petroleum products and chemicals defined to be hazardous substances under § 51.201.

HAZARDOUS LIQUIDS

Acetic Acid	Ethyl Benzene
Acetic Anhydride	Ethyl Dichloride
Acetone	Ethyl Ether
Acrylonitrile	Gasoline
Amyl Acetate	Heptane
Amyl Alcohol	Hexane
Benzene	Isobutyl Acetate
Butyl Acetate	Isobutyl Alcohol
Butyl Acrylate	Isopropyl Acetate
Butyl Alcohol	Isopropyl Alcohol
Carbon Bisulfide	Jet Fuel and
Carbon Disulfide	Kerosene
Cellosolve	Methyl Alcohol
Cresols	Methyl Amyl Alcohol
Crude Oil	Methyl Cellosolve
(Petroleum)	Methyl Ethyl Ketone
Cumene	Naptha
Cyclohexane	Pentane
No. 2 Diesel Fuel	Propylene Oxide
Ethyl Acetate	Toluene
Ethyl Acrylate	Vinyl Acetate
Ethyl Alcohol	Xylene

HAZARDOUS GASES

Acetaldehyde	Liquefied Natural
Butadiene	Gas (LNG)
Butane	Liquefied Petroleum
Ethene	Gas (LPG)
Ethylene	Propane
Ethylene Oxide	Propylene
Hydrogen	Vinyl Chloride

(Primary Source: ''Urban Development Siting with respect to Hazardous Commercial/Industrial Facilities,'' by Rolf Jensen and Associates, Inc., April 1982)

[49 FR 5105, Feb. 10, 1984; 49 FR 12214, Mar. 29, 1984]

APPENDIX II TO SUBPART C OF PART 51—DEVELOPMENT OF STANDARDS; CALCULATION METHODS

I. Background Information Concerning the Standards

(a) *Thermal Radiation:*

(1) *Introduction.* Flammable products stored in above ground containers represent a definite, potential threat to human life and structures in the event of fire. The resulting fireball emits thermal radiation which is absorbed by the surroundings. Combustible structures, such as wooden houses, may be ignited by the thermal radiation being emitted. The radiation can cause severe burn, injuries and even death to exposed persons some distance away from the site of the fire.

(2) *Criteria for Acceptable Separation Distance (ASD).* Wooden buildings, window drapes and trees generally ignite spontaneously when exposed for a relatively long period of time to thermal radiation levels of approximately 10,000 Btu/hr. sq. ft. It will take 15 to 20 minutes for a building to ignite at that degree of thermal intensity. Since the reasonable response time for fire fighting units in urbanized areas is approximately five to ten minutes, a standard of 10,000 BTU/hr. sq. ft. is considered an acceptable level of thermal radiation for buildings.

People in outdoor areas exposed to a thermal radiation flux level of approximately 1,500 Btu/ft^2 hr will suffer intolerable pain after 15 seconds. Longer exposure causes blistering, permanent skin damage, and even death. Since it is assumed that children and the elderly could not take refuge behind walls or run away from the thermal effect of the fire within the 15 seconds before skin blistering occurs, unprotected (outdoor) areas, such as playgrounds, parks, yards, school grounds, etc., must be placed at such a distance from potential fire locations so that the radiation flux level is well below 1500 Btu/ft^2 hr. An acceptable flux level, particularly for elderly people and children, is 450 Btu/ft^2 hr. The skin can be exposed to this degree of thermal radiation for 3 minutes or longer with no serious detrimental effect. The result would be the same as a bad sunburn. Therefore, the standard for areas in which there will be exposed people, e.g. outdoor recreation areas such as playgrounds and parks, is set at 450 Btu/hr. sq. ft. Areas covered also include open space ancillary to residential structures, such as yard areas and vehicle parking areas.

(3) *Acceptable Separation Distance From a Potential Fire Hazard.* This is the actual setback required for the safety of occupied buildings and their inhabitants, and people in open spaces (exposed areas) from a potential fire hazard. The specific distance required for safety from such a hazard depends

upon the nature and the volume of the substance. The Technical Guidebook entitled ''Urban Development Siting With Respect to Hazardous/Commercial Industrial Facilities,'' which supplements this regulation, contains the technical guidance required to compute Acceptable Separation Distances (ASD) for those flammable substances most often encountered.

(b) *Blast Overpressure:* The Acceptable Separation Distance (ASD) for people and structures from materials prone to explosion is dependent upon the resultant blast measured in pounds per square inch (psi) overpressure. It has been determined by the military and corroborated by two independent studies conducted for the Department of Housing and Urban Development that 0.5 psi is the acceptable level of blast overpressure for both buildings and occupants, because a frame structure can normally withstand that level of external exertion with no serious structural damage, and it is unlikely that human beings inside the building would normally suffer any serious injury. Using this as the safety standard for blast overpressure, nomographs have been developed from which an ASD can be determined for a given quantify of hazardous substance. These nomographs are contained in the handbook with detailed instructions on their use.

(c) *Hazard evaluation:* The Acceptable Separation Distances for buildings, which are determined for thermal radiation and blast overpressure, delineate separate identifiable danger zones for each potential accident source. For some materials the fire danger zone will have the greatest radius and cover the largest area, while for others the explosion danger zone will be the greatest. For example, conventional petroleum fuel products stored in unpressurized tanks do not emit blast overpressure of dangerous levels when ignited. In most cases, hazardous substances will be stored in pressurized containers. The resulting blast overpressure will be experienced at a greater distance than the resulting thermal radiation for the standards set in Section 51.203. In any event the hazard requiring the greatest separation distance will prevail in determining the location of HUD-assisted projects.

The standards developed for the protection of people and property are given in the following table.

	Thermal radiation	Blast overpressure
Amount of acceptable exposure allowed for building structures.	10,000 BTU/ft² hr.	0.5 psi.
Amount of acceptable exposure allowed for people in open areas.	450 BTU/ft² hr ...	0.5 psi.

Problem Example

The following example is given as a guide to assist in understanding how the procedures are used to determine an acceptable separation distance. The technical data are found in the HUD Guidebook. Liquid propane is used in the example since it is both an explosion and a fire hazard.

In this hypothetical case a proposed housing project is to be located 850 feet from a 30,000 gallon liquid propane (LPG) tank. The objective is to determine the acceptable separation distance from the LPG tank. Since propane is both explosive and fire prone it will be necessary to determine the ASD for both explosion and for fire. The greatest of the two will govern. There is no dike around the tank in this example.

Nomographs from the technical Guidebook have been reproduced to facilitate the solving of the problem.

ASD For Explosion

Use Figure 1 to determine the acceptable separation distance for explosion.

The graph depicted on Figure 1 is predicated on a blast overpressure of 0.5 psi.

The ASD in feet can be determined by applying the quantity of the hazard (in gallons) to the graph.

In this case locate the 30,000 gallon point on the horizontal axis and draw a vertical line from that point to the intersection with the straight line curve. Then draw a horizontal line from the point where the lines cross to the left vertical axis where the ACCEPTABLE SEPARATION DISTANCE of 660 feet is found.

Therefore the ASD for explosion is 660 feet

Since the proposed project site is located 850 feet from the tank it is located at a safe distance with regards to blast overpressure.

30

ACCEPTABLE SEPARATION DISTANCE
BLAST OVERPRESSURE
(NO BLAST BARRIERS)
HAZARDOUS GAS CONTAINER

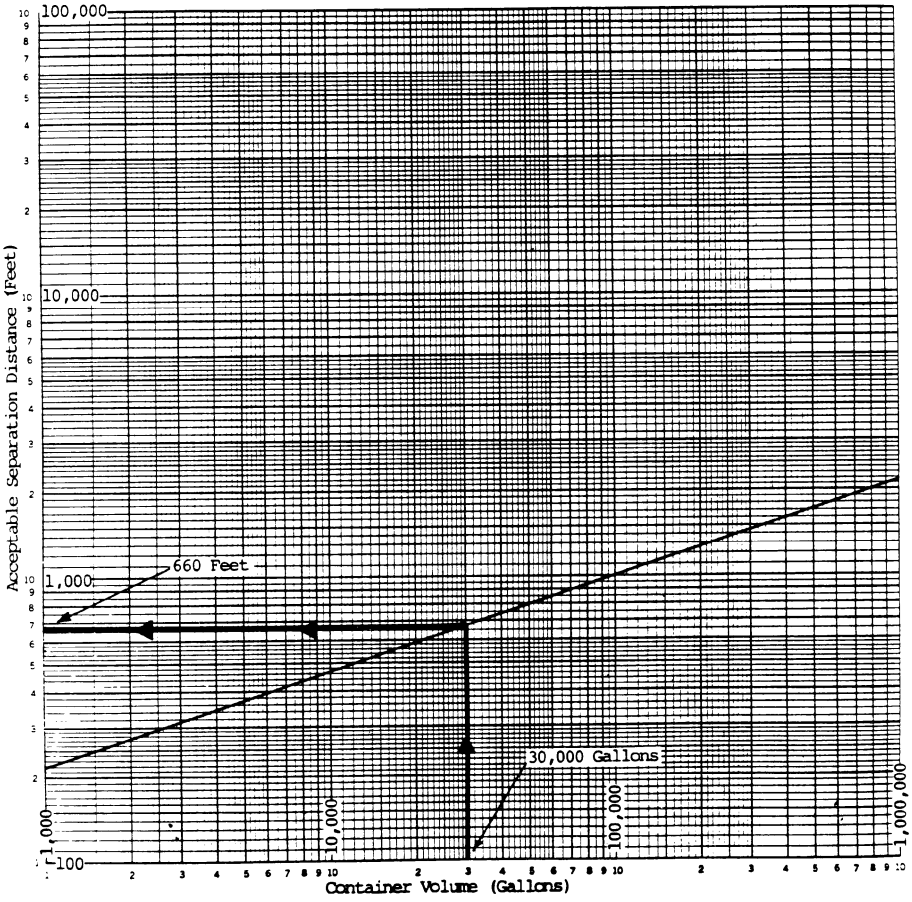

Figure 1

ASD For Fire

To determine the ASD for fire it will be necessary to first find the fire width (diameter of the fireball) on Figure 2. Then apply this to Figure 3 to determine the ASD.

Since there are two safety standards for fire: (a) 10,000 BTU/ft^{2}hr. for buildings; and (b) 450 BTU/ft^{2}hr. for people in exposed areas, it will be necessary to determine an ASD for each.

To determine the fire width locate the 30,000 gallon point on the horizontal axis on *Figure 2* and draw a vertical line to the straight line curve. Then draw a horizontal line from the point where the lines cross to the left vertical axis where the FIRE WIDTH is found to be *350 feet.*

Now locate the 350 ft. point on the horizontal axis of *Figure 3* and draw a vertical line from that point to curves 1 and 2. Then draw horizontal lines from the points where the lines cross to the left vertical axis where the ACCEPTABLE SEPARATION DISTANCES of *240 feet* for buildings and *1,150 feet* for exposure to people is found.

Based on this the proposed project site is located at a safe distance from a potential fireball. However, exposed playgrounds or other exposed areas of congregation must be at least 1,150 feet from the tank, or be appropriately shielded from a potential fireball.

(Source: HUD Handbook, "Urban Development Siting With Respect to Hazardous Commercial/Industrial Facilities.")

FIRE WIDTH - UNCONFINED SPILL
HAZARDOUS GAS CONTAINER
NOT DIKED

32

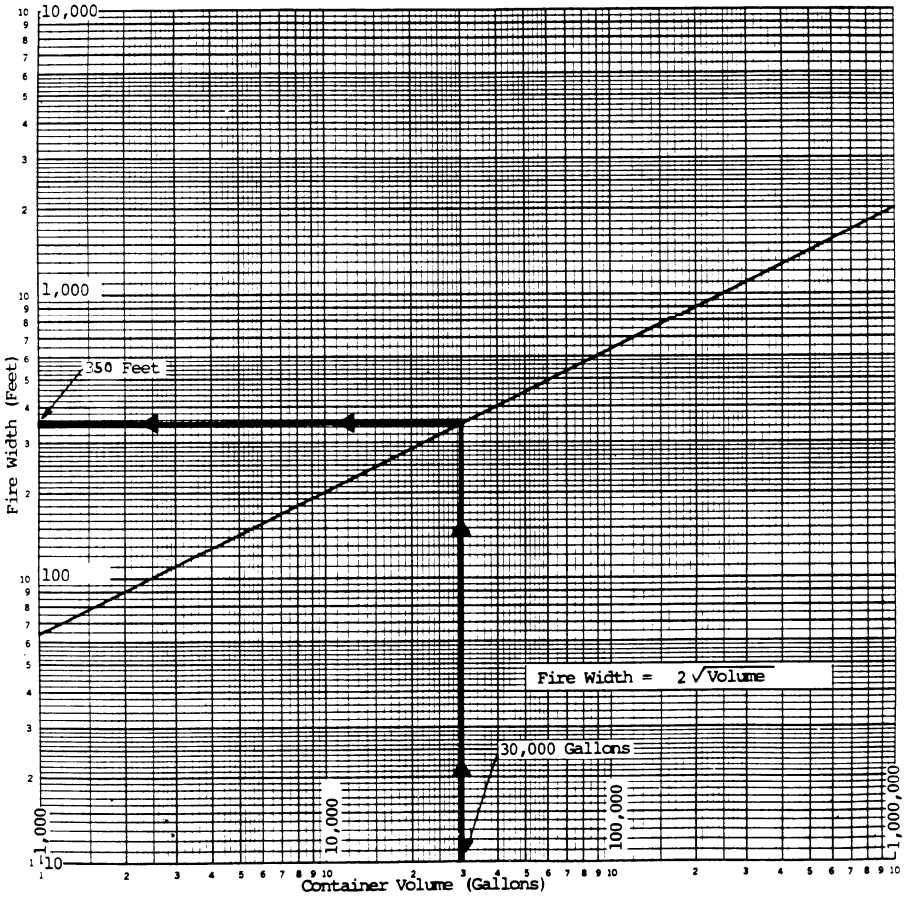

Figure 2

ACCEPTABLE SEPERATION DISTANCE
HAZARDOUS GAS CONTAINER
DIKED/UNDIKED

33

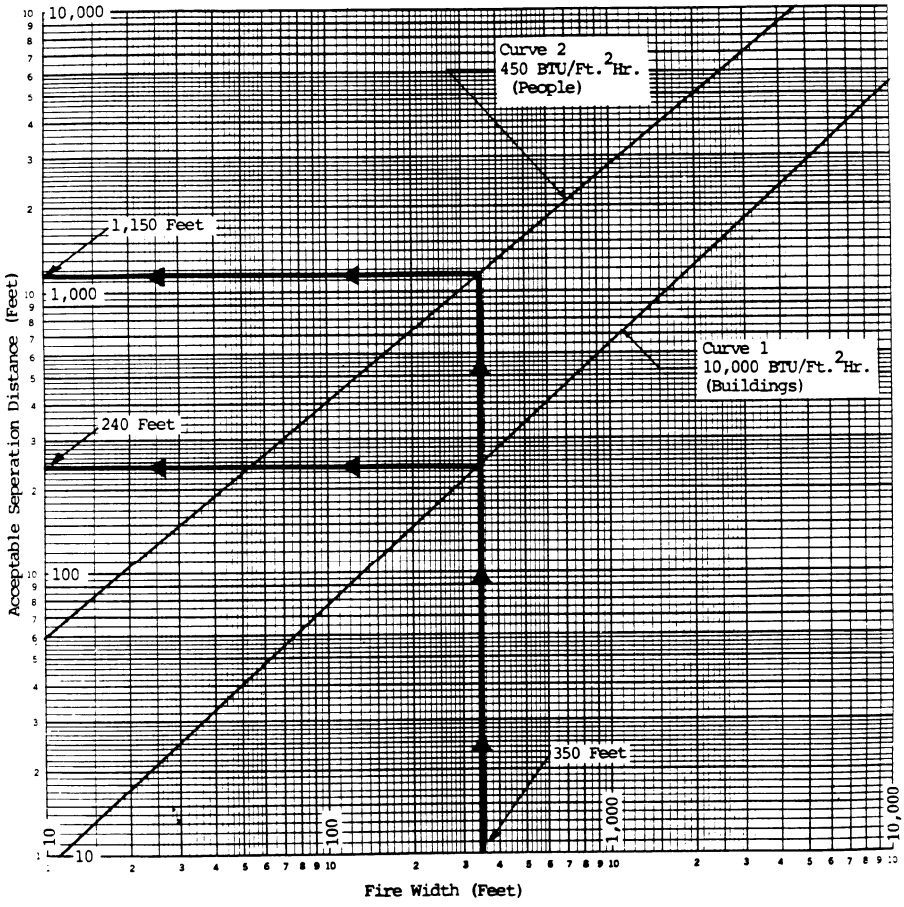

Figure 3

[49 FR 5105, Feb. 10, 1984; 49 FR 12214, Mar. 29, 1984]

Subpart D—Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields

AUTHORITY: Sec. 2, Housing Act of 1949, as amended, 42 U.S.C. 1441, affirmed by sec. 2, HUD Act of 1969, Pub. L. 90–448; sec. 7(d), HUD Act of 1965, 42 U.S.C. 3535(d); OMB, Fed'l Mgmt. Cir. 75–2: Compatible Land Uses At Federal Airfields.

SOURCE: 49 FR 880, Jan. 6, 1984, unless otherwise noted.

§ 51.300 Purpose.

It is the purpose of this subpart to promote compatible land uses around civil airports and military airfields by identifying suitable land uses for Runway Clear Zones at civil airports and Clear Zones and Accident Potential Zones at military airfields and by establishing them as standards for providing HUD assistance, subsidy or insurance.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§ 51.301 Definitions.

For the purposes of this regulation, the following definitions apply:

(a) *Accident Potential Zone.* An area at military airfields which is beyond the Clear Zone. The standards for the Accident Potential Zones are set out in Department of Defense Instruction 4165.57, ''Air Installations Compatible Use Zones,'' November 8, 1977, 32 CFR part 256. There are no Accident Potential Zones at civil airports.

(b) *Airport Operator.* The civilian or military agency, group or individual which exercises control over the operations of the civil airport or military airfield.

(c) *Civil Airport.* An existing commercial service airport as designated in the National Plan of Integrated Airport Systems prepared by the Federal Aviation Administration in accordance with section 504 of the Airport and Airway Improvement Act of 1982.

(d) *Runway Clear Zones and Clear Zones.* Areas immediately beyond the ends of a runway. The standards for Runway Clear Zones for civil airports are established by FAA regulation 14 CFR part 152. The standards for Clear Zones for military airfields are established by DOD Instruction 4165.57, 32 CFR part 256.

§ 51.302 Coverage.

(a) These policies apply to HUD programs which provide assistance, subsidy or insurance for construction, land development, community development or redevelopment or any other provision of facilities and services which are designed to make land available for construction. When the HUD assistance, subsidy or insurance is used to make land available for construction rather than for the actual construction, the provision of the HUD assistance, subsidy or insurance shall be dependent upon whether the facility to be built is itself acceptable in accordance with the standards in § 51.303.

(b) These policies apply not only to new construction but also to substantial or major modernization and rehabilitation and to any other program which significantly prolongs the physical or economic life of existing facilities or which, in the case of Accident Potential Zones:

(1) Changes the use of the facility so that it becomes one which is no longer acceptable in accordance with the standards contained in § 51.303(b);

(2) Significantly increases the density or number of people at the site; or

(3) Introduces explosive, flammable or toxic materials to the area.

(c) Except as noted in § 51.303(a)(3), these policies do not apply to HUD programs where the action only involves the purchase, sale or rental of an existing property without significantly prolonging the physical or economic life of the property.

(d) The policies do not apply to research or demonstration projects which do not result in new construction or reconstruction, to interstate land sales registration, or to any action or emergency assistance which is provided to save lives, protect property, protect public health and safety, or remove debris and wreckage.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§51.303 General policy.

It is HUD's general policy to apply standards to prevent incompatible development around civil airports and military airfields.

(a) HUD policy for actions in Runway Clear Zones and Clear Zones.

(1) HUD policy is not to provide any assistance, subsidy or insurance for projects and actions covered by this part except as stated in §51.303(a)(2) below.

(2) If a project proposed for HUD assistance, subsidy or insurance is one which will not be frequently used or occupied by people, HUD policy is to provide assistance, subsidy or insurance only when written assurances are provided to HUD by the airport operator to the effect that there are no plans to purchase the land involved with such facilities as part of a Runway Clear Zone or Clear Zone acquisition program.

(3) Special notification requirements for Runway Clear Zones and Clear Zones. In all cases involving HUD assistance, subsidy, or insurance for the purchase or sale of an existing property in a Runway Clear Zone or Clear Zone, HUD (or the responsible entity or recipient under 24 CFR part 58) shall advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.

(b) HUD policy for actions in Accident Potential Zones at Military Airfields. HUD policy is to discourage the provision of any assistance, subsidy or insurance for projects and actions in the Accident Potential Zones. To be approved, projects must be generally consistent with the recommendations in the *Land Use Compatibility Guidelines For Accident Potential Zones* chart contained in DOD Instruction 4165.57, 32 CFR part 256.

[49 FR 880, Jan. 6, 1984, as amended at 61 FR 13334, Mar. 26, 1996]

§51.304 Responsibilities.

(a) The following persons have the authority to approve actions in Accident Potential Zones:

(1) For programs subject to environmental review under 24 CFR part 58: the Certifying Officer of the responsible entity as defined in 24 CFR part 58.

(2) For all other HUD programs: the HUD approving official having approval authority for the project.

(b) The following persons have the authority to approve actions in Runway Clear Zones and Clear Zones:

(1) For programs subject to environmental review under 24 CFR part 58: The Certifying Officer of the responsible entity as defined in 24 CFR part 58.

(2) For all other HUD programs: the Program Assistant Secretary.

[61 FR 13335, Mar. 26, 1996]

§51.305 Implementation.

(a) Projects already approved for assistance. This regulation does not apply to any project approved for assistance prior to the effective date of the regulation whether the project was actually under construction at that date or not.

(b) Acceptable data on Runway Clear Zones, Clear Zones and Accident Potential Zones. The only Runway Clear Zones, Clear Zones and Accident Potential Zones which will be recognized in applying this part are those provided by the airport operators and which for civil airports are defined in accordance with FAA regulations 14 CFR part 152 or for military airfields, DOD Instruction 4165.57, 32 CFR part 256. All data, including changes, related to the dimensions of Runway Clear Zones for civil airports shall be verified with the nearest FAA Airports District Office before use by HUD.

(c) Changes in Runway Clear Zones, Clear Zones, and Accident Potential Zones. If changes in the Runway Clear Zones, Clear Zones or Accident Potential Zones are made, the field offices shall immediately adopt these revised zones for use in reviewing proposed projects.

(d) The decision to approve projects in the Runway Clear Zones, Clear

Zones and Accident Potential Zones must be documented as part of the enviornmental assessment or, when no assessment is required, as part of the project file.

PART 52—INTERGOVERNMENTAL REVIEW OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS AND ACTIVITIES

Sec.

52.1 What is the purpose of these regulations?
52.2 What definitions apply to these regulations?
52.3 What programs and activities of the Department are subject to these regulations?
52.4 What are the Secretary's general responsibilities under the Order?
52.5 What is the Secretary's obligation with respect to Federal interagency coordination?
52.6 What procedures apply to the selection of programs and activities under these regulations?
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52.8 How does the Secretary provide states an opportunity to comment on proposed Federal financial assistance and direct Federal development?
52.9 How does the Secretary receive and respond to comments?
52.10 How does the Secretary make efforts to accommodate intergovernmental concerns?
52.11 What are the Secretary's obligations in interstate situations?
52.12 [Reserved]

AUTHORITY: 31 U.S.C. 6506; 42 U.S.C. 3334, 3535(d).

SOURCE: 48 FR 29216, June 24, 1983, unless otherwise noted.

§ 52.1 What is the purpose of these regulations?

(a) The regulations in this part implement Executive Order 12372, ''Intergovernmental Review of Federal Programs,'' issued July 14, 1982 and amended on April 8, 1983. These regulations also implement applicable provisions of section 401 of the Intergovernmental Cooperation Act of 1968 and section 204 of the Demonstration Cities and Metropolitan Development Act of 1966.

(b) These regulations are intended to foster an intergovernmental partnership and a strengthened Federalism by relying on state processes and on state, areawide, regional and local coordination for review of proposed Federal financial assistance and direct Federal development.

(c) These regulations are intended to aid the internal management of the Department, and are not intended to create any right or benefit enforceable at law by a party against the Department or its officers.

§ 52.2 What definitions apply to these regulations?

Order means Executive Order 12372, issued July 14, 1982, and amended April 8, 1983 and titled ''Intergovernmental Review of Federal Programs.''

Secretary means the Secretary of the U.S. Department of Housing and Urban Development or an official or employee of the Department acting for the Secretary under a delegation of authority.

State means any of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, American Samoa, the U.S. Virgin Islands, or the Trust Territory of the Pacific Islands.

[48 FR 29216, June 24, 1983, as amended at 61 FR 5205, Feb. 9, 1996]

§ 52.3 What programs and activities of the Department are subject to these regulations?

The Secretary publishes in the FEDERAL REGISTER a list of the Department's programs and activities that are subject to these regulations and identifies which of these are subject to the requirements of section 204 of the Demonstration Cities and Metropolitan Development Act.

§ 52.4 What are the Secretary's general responsibilities under the Order?

(a) The Secretary provides opportunities for consultation by elected officials of those state and local governments that would provide the non-federal funds for, or that would be directly affected by, proposed Federal financial assistance from, or direct Federal development by, the Department.

PART 2, CHAPTER 18

HIGHWAY TRAFFIC NOISE

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PART 2 CHAPTER 18

HIGHWAY TRAFFIC NOISE

18.1 OVERVIEW

Pursuant to ***23 United States Code (U.S.C.) § 327*** and the implementing Memorandum of Understanding (MOU) executed on May 26, 2022, the Florida Department of Transportation (FDOT) has assumed and Federal Highway Administration (FHWA) has assigned its responsibilities under the ***National Environmental Policy Act (NEPA)*** for highway projects on the State Highway System (SHS) and Local Agency Program (LAP) projects off the SHS (***NEPA*** Assignment). In general, FDOT's assumption includes all highway projects in Florida which source of federal funding comes from FHWA or which constitute a federal action through FHWA. ***NEPA*** Assignment includes responsibility for environmental review, interagency consultation and other activities pertaining to the review or approval of ***NEPA*** actions. Consistent with law and the MOU, FDOT will be the Lead Federal Agency for highway projects with approval authority resting in the Office of Environmental Management (OEM).

18.1.1 Purpose

This chapter is the official FDOT noise policy and procedure for the purpose of meeting the requirements of *Title 23 of the Code of Federal Regulations (CFR) Part 772* and applicable state laws. FDOT shall apply these policies and procedures uniformly and consistently statewide.

Roadway traffic is one of the more dominant sources of noise in urban and rural areas of Florida. In an effort to encourage the control of noise, Congress passed the ***Noise Control Act of 1972***. Congress further directed the FHWA to develop noise standards associated with traffic. However, effective control of traffic noise requires both the control of land use planning next to highways and reasonable and feasible abatement associated with highway projects.

The control of land use is a local government responsibility. The control of traffic noise associated with specific highway projects is the responsibility of the transportation agency (or agencies) planning, designing, and constructing a project.

The noise impact and abatement analysis policy and procedures provided in this chapter are based on ***23 CFR Part 772: Procedures for Abatement of Highway Traffic Noise and Construction Noise*** dated July 13, 2010, and the FHWA guidance document ***Highway Traffic Noise: Analysis and Abatement Guidance*** dated December 2011. These two documents are incorporated into this chapter by reference. In addition, ***Section 335.17, Florida Statutes (F.S.)***, requires FDOT to develop a project in conformity with federal standards contained in ***23 CFR Part 772*** regardless of funding source and include the noise standards mandated by ***23 U.S.C. § 109(i)***. Highway projects developed in conformance with this regulation meet FHWA noise standards.

18.1.2 Definitions

Approach Criteria – Approaching the criteria means within 1 A-weighted decibel [dB(A)] of the appropriate FHWA Noise Abatement Criteria (NAC) provided in ***Figure 18-1***.

Common Noise Environment (CNE) – A group of receptors within the same activity category found in ***Figure 18-1*** that are exposed to similar noise sources and levels; traffic volumes, traffic mix, speed and topographic features. Generally, common noise environments occur between two secondary noise sources, such as interchanges, intersections and/or cross-roads. A common noise environment involves a group of receptors that would benefit from the same noise barrier or noise barrier system (i.e., overlapping/continuous noise barriers).

Date of Public Knowledge (DPK) – The approval date of the Categorical Exclusion (CE), the Finding of No Significant Impact (FONSI), the Record of Decision (ROD), State Environmental Impact Report (SEIR) or Non-Major State Action (NMSA). For a Type 1 CE and NMSA, this is the approval date of the ***Type 1 Categorical Exclusion Checklist*** or ***Non-Major State Action Checklist***. Approvals can be found in the StateWide Environmental Project Tracker (SWEPT).

Decibel – A logarithmic expression of a sound level. For traffic noise analysis purposes and as specified by ***23 CFR Part 772*** the A-weighted scale, which closely approximates the range of frequencies a human ear can hear, is used. The A-weighted decibel is abbreviated dB(A).

Design Year – The future year used to estimate the forecast traffic volume for which a highway is designed.

Existing Noise Levels – The noise levels that occur during the worst noise hour resulting from the combination of natural and mechanical sources and human activity usually present in a particular area.

Feasibility – A combination of acoustical and engineering factors considered in the evaluation of a noise abatement measure.

Insertion Loss – The reduction in traffic noise levels as a direct result of a specific type of abatement measure determined by calculating the difference between future build noise levels with abatement to future build noise levels without abatement.

Leq – The equivalent steady-state sound level which in a stated period of time contains the same acoustic energy as the time-varying sound level during the same time period, with Leq(h) being the hourly value of Leq.

Multifamily Dwelling – A residential structure containing more than one residence.

Noise Abatement Criterion (NAC) – The noise level, depending upon activity category, at which FDOT must consider noise abatement for an impacted receptor. The NAC can be found in ***Figure 18-1***.

Noise Barrier – A physical obstruction that is constructed between the highway noise source and the noise sensitive receptor(s) for the purpose of lowering the noise level, including stand-alone barrier structures, berms (earth or other materials), and combination berm/barrier structure systems.

Noise Reduction Design Goal (NRDG) – The optimum desired dB(A) noise reduction (insertion loss) determined from calculating the difference between future build noise levels with abatement to future build noise levels without abatement. The FDOT has selected 7 dB(A) as the noise reduction design goal for one (1) or more benefited receptors.

Noise Sensitive Area (NSA) – A noise sensitive land use such as residential, school, place of worship, medical facility, or institutional. See all land use types listed in ***Figure 18-1***.

Permitted – Development will be deemed to be permitted if the local agency with jurisdiction has granted a building permit for a specific structure associated with a noise sensitive land use such as residential, school, place of worship, medical facility, or institutional, prior to the project's DPK.

For mobile/manufactured homes, individual building permits might not be issued. In this case, the noise analyst should look for evidence of an occupancy permit, new mobile home permit, or something similar in lieu of a building permit. These types of permits should be treated in the same manner as a building permit as stated above. Contact the District Noise Specialist regarding the application of building permit equivalency.

Predicted Existing Traffic Noise Level – The traffic noise level that is determined through the use of the FHWA Traffic Noise Model (TNM) for existing roadway conditions.

Predicted Future Traffic Noise Level – The traffic noise level that is determined through the use of TNM for the future design year traffic and roadway geometry, including build and no-build alternatives.

Property Owner – An individual or group of individuals that hold a title, deed, or other form of legal documentation showing ownership of a commercial or residential property.

Reasonableness – The combination of social, economic, and environmental factors considered in the evaluation of a noise abatement measure. Reasonableness factors include consideration of viewpoints by benefited receptors, cost-effectiveness of abatement measures, and achieving the FDOT NRDG.

Receptor – A discrete or representative location of a NSA(s) for any of the land use categories listed in ***Figure 18-1***.

Benefited Receptor – A receptor that receives a noise reduction at or above the minimum threshold of 5 dB(A) as a result of an abatement measure.

Impacted Receptor – A receptor with a design year, build alternative traffic noise level that is predicted to approach, meet, or exceed the NAC for its respective activity category, or will experience an increase in noise levels of 15 dB(A) or more in the design year over the existing noise levels.

Modeled Receptor – A georeferenced location within FHWA's TNM that represents a single or a group of receptors with the same characteristics where noise levels are predicted.

Residence – A dwelling unit. Either a single-family residence or each individual dwelling unit in a multifamily dwelling.

Statement of Likelihood – A statement provided in both the ***Noise Study Report (NSR)*** and Environmental Document based on the feasibility and reasonableness analysis completed at the time the Environmental Document is being approved.

Substantial Noise Increase – For a Type I project (see definition below), an increase in noise levels of 15 dB(A) or more in the design year over the existing noise level (measured or predicted) as a direct result of the transportation improvement project. A substantial increase will normally occur only on new alignment projects.

Traffic Noise Impacts – Design year build condition noise levels that approach, meet or exceed the federal Noise Abatement Criteria listed in ***Figure 18-1*** for the future build condition; or design year build condition noise levels that create a substantial noise increase over existing noise levels.

Type I Projects – A highway construction project on new location or a physical alteration of an existing highway which substantially changes horizontal and vertical alignment, profile or adds a through lane(s). Specific project definitions according to ***23 CFR Part 772*** are listed in ***Section 18.1.3.1***.

Type II Projects - A federal or state highway project for noise abatement on an existing highway that is not being modified as part of a Type I project. Type II projects are commonly referred to as retrofit projects and are allowed (but not mandatory) under ***23 CFR Part 772***. The development and implementation of Type II projects are not mandatory requirements of ***23 U.S.C. § 109(i)***. The FDOT does not have a Type II program.

Type III Projects – A project that does not meet the classifications of a Type I or Type II project. Type III projects do not require a noise analysis.

18.1.3 Applicability

18.1.3.1 Type I Projects

This policy applies to all Type I projects authorized under ***Title 23 U.S.C.*** and ***Section 335.17, F.S.*** All FDOT highway projects, regardless of funding source, shall be developed in conformance with federal standards for noise abatement as contained in ***23 CFR Part 772***.

The effective date of the revisions to ***23 CFR Part 772*** is July 13, 2011. The following types of projects are "grandfathered" and will not have to meet the ***23 CFR Part 772*** final rule (dated July 13, 2010):

1. Federal-aid highway projects for which the CE, FONSI, or ROD has been signed by the effective date of the final rule, which is July 13, 2011.

2. Design phase Re-evaluations for which approval has been received prior to July 13, 2011.

If approval of the Environmental Document or the Design phase Re-evaluation has not been received prior to July 13, 2011, the noise study must follow the requirements of ***23 CFR Part 772*** dated July 13, 2010. Projects for which the Environmental Document has not been approved after July 13, 2011, shall have their noise studies performed in conformance with ***23 CFR Part 772*** and this chapter as they exist on that date. For details concerning the DPK, see ***Section 18.1.3.1.1***.

FDOT shall apply these policies and procedures uniformly and consistently statewide. ***Title 23 CFR Part 772*** applies to all Type I projects unless the regulation specifically indicates that a section only applies to Type II or Type III projects.

It should be noted that the project type (defined here as "Type I, Type II or Type III") is independent of the Class of Action (COA) determination for the overall project. ***Title 23 CFR § 772.5*** and FDOT policy* defines Type I projects as:

1. The construction of a highway on new location;

2. The physical alteration of an existing highway where there is either;

    i. Substantial Horizontal Alteration – A project that halves the distance between the traffic noise source (edge of the nearest travel lanes) and the closest receptor between the existing condition to the future build condition; or,

    ii. Substantial Vertical Alteration – A project that removes shielding, [not including vegetation removal by FDOT within FDOT Right of Way (ROW)] that exposes the line-of-sight between the receptor and the traffic noise source. This may happen when the vertical alignment of the highway is altered or the topography between the highway traffic noise source and

the receptor is altered, such as reducing the back slopes of a cut section so that the line of sight is no longer blocked;

3. The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a High-Occupancy Vehicle (HOV) lane, High-Occupancy Toll (HOT) lane, express lane, bus lane, or truck climbing lane;

4. The lengthening of an existing interchange ramp's acceleration or deceleration lane and associated merging into the mainline to a total of more than 2,500 feet (from the gore to the end of the lane)(FDOT policy*);

5. The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane***)***;

6. The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange;

7. Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane;

8. The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot, or toll plaza. (Note: Reconstruction of an existing rest stop/service plaza in the median of an existing highway that does not cause substantial alteration and does not affect existing traffic patterns on the roadway along with the conversion of a conventional toll plaza to an all-electronic toll plaza do not qualify as Type I projects).

9. If any section of a project is determined to be a Type I project under this definition, then the entire project area as defined in the Environmental Document is a Type I project and would require a noise analysis.

For more detailed descriptions of Type I projects, please refer to the Type I Project Matrix in ***Figure 18-2***.

For projects that propose to use highway shoulders for part-time use, it should be determined whether such an improvement constitutes a Type I project as discussed in FHWA's publication ***Use of Freeway Shoulders for Travel — Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy***. In general, for bus-on-shoulder projects, noise analysis may be qualitative because the number of additional vehicles and changes in speed are small or nonexistent. For static and dynamic part-time shoulder use that involves higher volumes of mixed traffic, the need for noise analysis will typically be determined in a manner similar to a conventional widening project because the shoulder essentially functions as an additional travel lane.

18.1.3.1.1 Date of Public Knowledge

The Date of Public Knowledge (DPK) is the date of approval of the CE, the FONSI, or the ROD, as defined in ***23 CFR Part 771***. The original DPK for projects where the

Environmental Document has been approved will remain valid unless OEM determines that a ***NEPA*** document or decision needs to be revisited and re-evaluated in accordance with ***23 CFR § 771.129*** or ***23 CFR § 771.130***.

If a project has design changes that do not require a new Environmental Document but would independently constitute a Type I noise project, where it is determined that a project change warrants an update of the original ***NSR***, then additional noise impacts may be considered and mitigated in the areas of the design changes, including those not meeting the original DPK. However, the original DPK for projects where the Environmental Document has been approved will remain valid.

State funded highway projects shall be "grandfathered" and will not have to meet the ***23 CFR Part 772*** final rule if the SEIR document or ***Non-Major State Action Checklist*** has been signed by July 13, 2011.

18.1.3.2 Type II Projects

A Type II Project is a federal or state highway project for noise abatement on an existing highway. Type II projects are commonly referred to as retrofit projects in ***23 CFR Part 772***. The development and implementation of Type II projects are not mandatory as described in ***23 U.S.C. § 109(i)***. **FDOT does not have a Type II program**.

18.1.3.3 Type III Projects

A Type III Project is a federal or state highway project that does not meet the classifications of a Type I or Type II project. Type III projects do not require a noise analysis or consideration of abatement measures.

Examples of Type III projects include:

1. Construction of bicycle and pedestrian lanes, paths, and facilities;

2. Activities included in the FDOT highway safety plan under ***23 U.S.C § 402***, provided those activities do not contain elements of Type I projects;

3. Landscaping (including the removal of existing vegetation by FDOT within FDOT ROW);

4. Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur;

5. Deployment of electronics, photonics, communications, or information processing used singly or in combination, or as components of a fully integrated system, to improve the efficiency or safety of a surface transportation system or to enhance security or passenger convenience;

6. Modernization of a highway by surfacing, restoration, rehabilitation, or

reconstruction, provided the project does not contain elements of Type I projects; or

7. Placement of overhead gantries on a highway to collect tolls electronically that do not disrupt existing traffic patterns.

18.2 PROCEDURE

During the Efficient Transportation Decision-Making (ETDM) screening and prior to the Project Development and Environment (PD&E) phase, a preliminary review of potential noise impacts associated with a project is conducted by the District. This review should determine if noise sensitive receptors are or may be located within the project area and if there is a possibility that noise sensitive receptors will be impacted due to predicted traffic noise levels with a build alternative approaching or exceeding the NAC. The review will include the assessment of land use plans, aerial photographs, field reviews, modeling, and/or similar efforts. This will allow the District Noise Specialist and the Project Manager to determine whether noise impacts are likely to occur based on the types of land uses present and their proximity to the proposed project.

The procedure for performing a highway traffic noise study during PD&E and Design phase Re-evaluation is described in the following sections. Since the FDOT does not have a Type II program, the requirements below apply to Type I projects. Requirements for Type III projects are as individually noted.

18.2.1 Traffic Noise

18.2.1.1 Noise Abatement Criteria Activity Categories

Figure 18-1 contains seven Activity Categories used to assess the impact of noise. The following is a description of each Activity Category and the traffic noise impact level at which abatement measures must be considered. The NAC only applies to design year build conditions.

18.2.1.1.1 Activity Category A

Activity Category A focuses on the exterior NAC for lands on which serenity and quiet are of extraordinary significance and serve an important public need, and where the preservation of those qualities is essential for the area to continue to serve its intended purpose. The FDOT's criteria for approaching the exterior NAC for this activity category is 56 dB(A). An example of this activity category would be the Tomb of the Unknown Soldier. FDOT must approve the land use as Activity Category A prior to the initiation of modeling activities. A request with supporting justification shall be submitted to OEM for review and approval to apply this activity category to a noise sensitive receptor. OEM uses the guidance from the ***FHWA's Noise Policy FAQs – Frequently Asked Questions*** to make a determination for Activity Category A.

18.2.1.1.2 Activity Category B

Activity Category B includes the exterior NAC for single family (including mobile home parks and assisted living facilities) and multifamily dwellings. This may include single family and multifamily residences which are multi-story. Unless the area of exterior frequent human use is identified elsewhere, residential modeled receptor points should be placed at the edge of the dwelling unit closest to the major traffic noise source or as dictated by professional judgment. If a residential parcel does not have an obvious area of exterior frequent human use (e.g., yard, balcony), the residential parcel is not eligible for evaluation, following guidance provided by FHWA. The FDOT's criteria for approaching the exterior NAC for this activity category is 66 dB(A). There is no interior NAC for Activity Category B.

18.2.1.1.3 Activity Category C

Activity Category C includes the exterior NAC for a variety of land use facilities. The FDOT's criteria for approaching the exterior NAC for this activity category is 66 dB(A). Examples of this activity category include active sports areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, recreation areas, golf courses, ***Section 4(f)*** resources, schools, television studios, trails, and trail crossings. For the purposes of ***23 CFR Part 772***, FHWA defines a medical facility as an inpatient medical facility where medical treatment and care occurs (i.e., an overnight stay at the facility is required; e.g., a hospital, rehabilitation facilities). Note that the criteria applies only to the exterior areas of Activity Category C. If exterior areas of frequent human use for this Activity Category are noted during the field review, detailed modeling of the receptor will occur to determine if an exterior noise level impact will occur in the future with the construction of the project.

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to assess whether noise abatement is feasible and/or reasonable at Activity Category C locations.

18.2.1.1.4 Activity Category D

Activity Category D includes the interior NAC for a variety of land use facilities listed in Activity Category C that may have interior uses. The FDOT's criteria for approaching the interior NAC for this activity category is 51 dB(A). Examples of this activity category include auditoriums, day care centers, libraries, medical facilities, places of worship, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, schools, and television studios. For the purposes of ***23 CFR Part 772***, FHWA defines a medical facility as an inpatient medical facility where medical treatment and care occurs (i.e., an overnight stay at the facility is required; e.g., a hospital, rehabilitation facilities). For those properties with Activity Category D, interior areas of frequent human use should be identified. Interior predictions for Activity Category D should be coordinated with the District Noise Specialist to ensure proper application. Note that the criteria applies

only to the interior areas of this activity category. According to ***23 CFR Part 772***, an indoor analysis shall be performed after a determination is made that exterior abatement measures will not be feasible and reasonable. An indoor analysis shall only be done after exhausting all outdoor analysis options. In situations where no exterior activities are to be affected by the traffic noise, or where the exterior activities are far from or physically shielded from the roadway in a manner that prevents an impact on exterior activities, Activity Category D shall be used as the basis of determining noise impacts. This will involve:

1. The identification of the building envelope for expected noise reduction based on the information found in ***Table 6*** of the ***FHWA Report FHWA-HEP-10-025, Highway Traffic Noise: Analysis and Abatement Guidance, December 2011*** and shown in ***Figure 18-3***;

2. Determination of the open window/closed window condition (see ***Figure 18-3***; For interior noise analysis, the FDOT considers all windows closed); and

3. If the expected reduction cannot be determined as identified in #1 above, or if #2 above cannot be determined, physical measurements of the amount of noise reduction provided by the building envelope will be conducted consistent with methodology found in the FHWA publication ***FHWA-HEP-18-065, Noise Measurement Handbook - Final Report (2018)*** and the associated document ***FHWA-HEP-18-066***, ***Noise Measurement Field Guide - Final Report (2018)***.

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to assess whether noise abatement is feasible and/or reasonable at Activity Category D locations.

18.2.1.1.5 Activity Category E

Activity Category E includes the exterior NAC for developed lands that are less sensitive to highway traffic noise. The FDOT's criteria for approaching the exterior NAC for this activity category is 71 dB(A) in exterior areas of frequent human use. Examples of this activity category include hotels, motels, offices, restaurants/bars, and other developed lands, properties or activities not included in Activity Category A-D or F. Note that hotel/motel balconies are not considered areas of external frequent human use, but hotel/motel pools are. Since these land uses are specifically excluded from Activity Category D, no analysis of interior noise levels is required.

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to assess whether noise abatement is feasible and/or reasonable at Activity Category E locations.

18.2.1.1.6 Activity Category F

Activity Category F includes developed lands that are not sensitive to highway traffic noise such as agriculture, airports, bus yards, emergency services, industrial, logging,

maintenance facilities, manufacturing, mining, rail yards, retail facilities, shipyards, utilities (water resources, water treatment, electrical), and warehousing. There is no NAC for this activity category since these land uses are not sensitive to highway traffic noise and therefore no noise analysis is required for these locations.

18.2.1.1.7 Activity Category G

Activity Category G includes undeveloped lands that are not permitted. There is no NAC for this activity category. Although consideration of abatement is not required, FDOT must determine and document highway traffic noise levels and provide this information to local governments. Details on what will be required are found in ***Section 18.2.6.2***.

18.2.1.2 Traffic Noise Impacts

Table 1 of 23 CFR Part 772 – Noise Abatement Criteria establishes the NAC that are used to determine whether a highway traffic noise impact occurs. The table is also found in ***Figure 18-1***. A traffic noise impact occurs when the modeled future highway traffic noise levels for the worst-case noise condition approach or exceed the NAC. A traffic noise impact also occurs when modeled future highway traffic noise levels substantially exceed the existing highway traffic noise level, even though the modeled levels may not exceed the NAC. FDOT has determined that the NAC is approached when it is within 1 dB(A) of the appropriate federal NAC and that a substantial increase occurs when the increase over existing conditions (measured or predicted) is 15 dB(A) or greater. To assess the highway traffic noise impact of a project, both criteria (approach of the NAC and substantial increase) must be evaluated.

Design year traffic noise impacts are based on the modeled build noise levels or the difference between the build and existing measured or modeled traffic noise levels. If one or more noise sensitive receptors are impacted by project related traffic noise levels that approach or exceed the NAC or substantially increase when compared to existing (measured or predicted) noise levels, then abatement measures must be considered. If the abatement criteria are not approached or exceeded and if projected traffic noise levels do not substantially exceed existing noise levels, abatement measures will not be considered.

For example, assuming an Activity Category B receptor, if the difference between the existing and build condition predictions is an increase of 5 dB(A), say from 63 dB(A) to 68 dB(A), then the receptor can be stated to have no substantial increase on highway traffic noise. However, since the predicted future build level approaches or exceeds the FHWA NAC for Activity Category B, noise abatement must be considered. If the predicted increase went from 42 dB(A) (existing) to 63 dB(A) (build) (a 21 dB(A) increase), the receptor (and therefore the project) would be considered to have a substantial increase and would require abatement consideration. As previously mentioned, FDOT has determined that the NAC is approached when it is within 1 dB(A) of the appropriate federal NAC. For example, assuming an Activity Category B receptor site with a predicted future noise level of 66 dB(A), the approach criterion would be met, and abatement must be

considered. However, a level of 65.9 dB(A) would not be considered to have approached or exceeded the abatement criterion, and abatement consideration would not be required.

18.2.1.3 Traffic Noise Prediction

During a project's PD&E phase, a traffic noise analysis shall be completed for the alternative(s) under detailed study and for each Activity Category of the NAC shown in ***Figure 18-1*** that is present in the study area. Consistent with ***23 CFR § 772.11(c)***, noise level predictions will be required for the following project alternatives and study years:

ALTERNATIVE	YEAR
No-build	Existing and design year
Build	Design year only

During a project's Design phase, noise level predictions are required for the build alternative and Design year only, unless a substantial increase has been identified during the project's PD&E phase. If a substantial increase of 15 dB(A) or greater is identified during the PD&E phase, existing noise levels must be re-evaluated during subsequent evaluations.

18.2.1.4 Noise Model Requirements

FDOT will conduct predictive analysis required by ***23 CFR § 772.9*** using the FHWA TNM software that is current as of the time of analysis (Note: TNM version 2.5 may be used until the next version of TNM is required for use by FHWA):

1. For low-volume two lane roadways (that will be two lanes wide after completion of the project), a screening test can be initiated using the FHWA Traffic Noise Screening Tool (TNST), which is based on TNM. A detailed study (using TNM) is required if the project does not pass the screening test (see item 2 below), which means that the calculated noise levels are within 5 dB(A) of the NAC. Coordination should take place with the District Noise Specialist to confirm proper use of this screening model.

   Refer to ***Part 1, Chapter 102 of the FDOT Design Manual (FDM), Topic No. 625-000-002*** for the definition of "low volume road" and ***Table 102.1.1, AADT Thresholds for Low and High Volume Roads***, for the urban and rural low volume AADTs for 2 lanes roadways.

2. For all Type I projects (and projects that do not pass the screening test cited above using the TNST), the current approved version of the TNM should be used as described in FHWA's ***Traffic Noise Model (FHWA TNM©)***, ***User's Guide***.

Consistent with ***23 CFR § 772.9(b)***, average pavement type shall be used in the FHWA TNM for future noise level predictions. However, in the assessment of existing conditions

(including the validation of field measurements); the actual pavement type may be used at the discretion of the District Noise Specialist.

The use of noise contour lines is allowed for project alternative screening or for land use planning to comply with ***23 CFR § 772.17***, but noise contours shall not be used for determining highway traffic noise impacts or the determination of the feasibility and reasonableness of providing noise abatement. Additional information on the development and use of noise contours can be found in ***Section 18.2.6.2***.

18.2.1.5 Traffic Requirements

In predicting traffic noise levels and assessing impacts, traffic characteristics that would yield the highest traffic noise impact for the design year shall be used. Experience has shown that the greatest traffic volume at which a roadway's design vehicular speed can be maintained usually creates the noisiest conditions. Maximum peak-hourly traffic representing Level of Service (LOS) "C" will be used, unless traffic analysis shows that LOS C will not be reached. If LOS "C" will not be reached, demand volumes shall be used. If demand volumes are used in place of LOS "C" volumes, the directional peak traffic should be worst-case for receptors on each side of the roadway.

For ramps, use the following:

1. For interchange ramp traffic, demand traffic volumes shall be used, even if they are higher than the LOS "C" volumes.

2. The vehicle speed to be used in the TNM is the posted speed for existing/no-build alternatives, and the proposed posted speed for the future build alternative. If the proposed posted speed is unknown, then the design speed is to be used. The motor vehicle speed used for ramps will be the posted speed and that speed is applied along the entire ramp unless modified by the flow condition (using TNM flow control if applicable).

Section 1.2 of the ***Traffic Noise Modeling and Analysis Practitioners Handbook*** contains additional guidance on the application of traffic data for noise studies.

FDOT's ***Traffic Data for Traffic Noise Spreadsheet*** should be utilized when converting traffic data to be entered into TNM. The ***Traffic Data for Traffic Noise Spreadsheet*** is required to be provided alongside the TNM files when submitted to FDOT.

18.2.1.6 Receptor Data

In determining traffic noise impacts for properties with Activity Category A, B, C or E, areas of frequent exterior human use should be identified.

When more than one unit is clustered together, a single receptor can be modeled as representative of a group of noise sensitive sites. Each residence that is represented by a receptor should be counted individually when determining the cost effectiveness of a noise abatement measure (e.g., if five benefited residences are represented by the same

receptor, the cost per benefited receptor discussed in ***Section 18.2.3.3.2*** of this Noise Policy should account for the five benefitted residences when determining the cost effectiveness of a noise abatement measure). Noise sensitive receptors may also consist of parks, schools, medical facilities and other sites where quiet is important for normal activities. The location of the modeled receptor in these cases will be dictated by the location of the noise source and the exterior activity that may be impacted, if any.

Modeled receptor heights for first (ground) floor receptors are always assumed to be 5 feet above ground elevation. Analysts shall increase the height above ground by 10 feet for each additional floor above ground level (i.e., 15 feet for a second-floor receptor, 25 feet for a third-floor receptor, etc.). The maximum horizontal distance, from the edge of pavement, that a receptor site will be modeled will vary based on topography and traffic conditions and will be determined on a case-by-case basis. At a minimum, the horizontal distance should be sufficient to identify all potential impacts consistent with the requirements of ***23 CFR Part 772***. If there is any question concerning the modeling of a receptor location, contact the District Noise Specialist for guidance.

18.2.1.7 Noise Descriptor

The noise level descriptor used by FDOT will be Level Equivalent (Leq). Leq is the equivalent steady-state sound level which, in a stated period of time, contains the same acoustic energy as the time-varying sound level during the same time period, with Leq(h) being the hourly value of Leq. ***Title 23 CFR Part 772*** specifies that either the Leq(h) or L10(h) metric, but not both, may be used on a project. Consistent with this requirement, the FDOT requires use of the Leq(h) metric.

18.2.2 Analysis of Traffic Noise Impacts

Title 23 CFR § 772.11(a) requires that FDOT shall determine and analyze expected traffic noise impacts:

1. For projects on new alignments, determine existing noise levels by field measurements.

2. For projects on existing alignments, predict existing and design year traffic noise levels using the version of TNM allowed in ***Section 18.2.1.4***.

Subsection (b) states that in determining traffic noise impacts, a primary consideration should be given to exterior areas where frequent human use occurs.

18.2.2.1 Field Measurements for Establishment of Ambient Noise Conditions

Field measurements are required along a new alignment to determine the existing noise levels as noted in ***23 CFR § 772.11(a)(1)***. This also applies where traffic noise does not exist or is only a minor element in the overall noise. Noise monitoring is to be conducted following the basic FHWA procedures found in the ***Noise Measurement Handbook –***

Final Report (FHWA-HEP-18-065). Measurements should be taken 5 feet above ground level and at locations representative of noise sensitive receptors adjacent to the proposed roadway alignment. If possible, a location along the alignment should be chosen that represents a noise sensitive receptor and that has a noise environment similar to most areas along this section of the alignment. At each measurement location, a minimum of 30 minutes of readings (3 repetitions of 10 minutes each) shall be taken. Use an integrating Sound Level Meter, ANSI Type 1 or 2 as described in ***23 CFR § 772.11(d)(3)*** and note the pertinent field conditions. At least two sets of readings (if practical) should be taken at each location. While it may not always be practical, it is recommended that one set of readings be taken during the morning hours and a second set be taken during the afternoon hours. If doing so would provide more reliable measurements, it is further recommended that these readings be taken over a period of two or more days. The resultant noise level for each reading shall be noted and an arithmetic average ambient reading for each site shall be determined. The average ambient reading (from all sources) shall be compared to the predicted future project traffic noise level to determine the increase (if any) in the noise level that can be expected in the area as a result of the proposed project. The entire project corridor should be reviewed under these conditions to determine if any unusual noise sources (e.g., aircraft, industrial, electrical generators, insects or other animals) exist that may influence the ambient readings. If any unusual noise sources are noted during the study, they must be identified in the field documentation. Coordination with the FDOT Noise Specialist should occur to determine if ambient measurements should be re-taken if changes in land use have the potential to influence noise levels have occurred. Specific questions regarding ambient noise field measurements should be directed to the District Noise Specialist.

18.2.2.2 Field Measurements for Model Validation

Validation measurements are required to be taken along new and existing alignments, per ***23 CFR § 772.11(d)(2)***. The primary purpose of field measuring existing traffic noise levels is to ensure that the model reasonably predicts [i.e., within +/- 3.0 dB(A), per FHWA criteria] the existing traffic noise based on the current conditions. For new alignments, validation measurements should be performed at the existing roadway to which the proposed new alignment will connect.

Traffic noise monitoring, for validation purposes, is conducted in accordance with the FHWA's measurement procedures found in the FHWA ***Noise Measurement Handbook – Final Report (FHWA-HEP-18-065)*** and supplemented with accepted professional judgment.

Perform monitoring for a minimum of 30 minutes (3 repetitions of 10 minutes each) using an integrating Sound Level Meter, ANSI Type 1 or 2 as described in ***23 CFR § 772.11(d)(3)***, noting the following:

1. Average vehicle speed for all classes of vehicles (using a radar unit or equivalent method for measuring speeds, such as electronic portable traffic speed and traffic counters);

2. Vehicle counts and class identification (automobiles, motorcycles, buses, medium trucks, heavy trucks);

3. Unusual noises (e.g., aircraft flyovers, trains, barking dogs, insects or other animals);

4. All input parameters necessary to run the computer model, including:

    a. Distance from the edge of the nearest travel lane of each roadway to the noise monitoring location;

    b. Width of roadway lanes and paved shoulders;

    c. Height of the sound level meter;

    d. Barrier/buffer information including trees, berms, structures;

    e. Type of propagation path (hard versus soft);

    f. Variations in terrain between the sound level meter and the source;

    g. Grade, if any; and

    h. The existing pavement type and condition.

If the field data was gathered without background noise that would influence the overall reading (e.g., a dog that barks continuously throughout the measurement period), the field measurements will be considered complete. If not, and a logical explanation for any unusual readings cannot be made, the field measurements at that location(s) should be repeated in accordance with the FHWA's current measurement procedures. Field measurements may also require repetition if the application of the TNM modeling process is not validated as required by ***23 CFR § 772.11(d)(2)***. As noted in the FHWA guidance document ***Highway Traffic Noise: Analysis and Abatement Guidance***, the model is validated if the existing field-measured highway traffic noise levels and predicted highway traffic noise levels for the existing condition are within +/- 3.0 dB(A). The application of a pavement type other than "average pavement" in the TNM may be used to validate existing traffic noise conditions with the approval of the OEM Noise Specialist.

Coordination with the FDOT Noise Specialist should occur to determine if validation measurements should be re-performed if land use changes have occurred post measurement and are large enough to influence noise levels. Additionally, if an update to the noise model has occurred post measurement, validation measurements must be re-performed if the new noise model will be utilized to determine impacts and assess abatement.

18.2.2.3 Prediction of Existing and Future Traffic Noise Levels

Using FHWA's TNM, traffic noise levels are predicted for the existing and design year using the appropriate traffic data and roadway configurations. This prediction applies to those receptors selected as specified in ***Section 18.2.1.6***.

When non-highway transportation noise sources such as airport operations, transit lines, and light commuter rail contribute to the noise level in the project area, the effects of these secondary sources on the total noise level at sensitive receptors must be assessed as part of the highway traffic noise assessment process. For these types of projects, coordination with the District Noise Specialist on methodology must occur prior to implementing any noise analysis. Existing studies performed for airport and transit facilities may be consulted and used as available and appropriate in this assessment. However, if no such studies have been performed or available studies are considered out of date (at the discretion of the District Noise Specialist), then noise levels from these secondary sources have to be assessed separately and mathematically combined with highway traffic noise levels to determine total impacts and the feasibility and reasonableness of noise abatement for the highway improvement. For guidance on mathematically combining decibels, see FHWA's ***Highway Traffic Noise: Analysis and Abatement Guidance (FHWA-HEP-10-025)***.

For transit and freight rail facilities proximate to highway projects, noise levels at noise-sensitive receptors should be assessed using either the Federal Transit Administration's (FTA's) ***Transit Noise and Vibration Impact Assessment Manual*** or the Federal Railroad Administration's (FRA's) online ***Guidance on Assessing Noise and Vibration Impacts*** as appropriate. This includes rail facilities that either cross the highway project area, parallel the highway project area, or are beyond the terminus of the project but still are close enough to affect noise-sensitive receptors near the project terminus. Noise levels using metrics provided from the modeling of the railroad facility [e.g., day-night average sound level (Ldn)], should be converted to Leq and the cumulative noise level from both the highway and non-highway sources should be determined mathematically. The feasibility and reasonableness of potential noise abatement associated with the highway facility should be determined relative to the cumulative noise from all sources and the anticipated insertion loss. Assessment of the magnitude of noise impacts from rail and transit facilities must comply with ***Railroad Noise Emissions Compliance Regulations, 49 CFR Part 210*** and FTA ***Transit Noise and Vibration Impact Assessment Manual***.

Existing aviation noise studies, provided they have been performed consistent with the requirements of ***Airport Noise Compatibility Planning***, ***14 CFR Part 150***, can be used in assessing the contribution to overall noise levels from nearby airports.

18.2.2.4 Existing Noise Barriers

Projects which have existing noise barriers present should follow guidance in the FDOT's ***Existing Noise Barrier Methodology Flowchart***.

18.2.3 Noise Abatement Evaluation

When impacted receptors are identified as part of the analysis conducted consistent with ***Section 18.2.2***, noise abatement shall be considered and evaluated for feasibility and reasonableness. FDOT shall determine and analyze alternative noise abatement measures to abate identified impacts by giving weight to the benefits and costs of abatement and the overall social, economic, and environmental effects by using feasible and reasonable noise abatement measures for decision-making. In abating traffic noise impacts, FDOT shall give primary consideration to exterior areas where frequent human use occurs. Where appropriate, the noise barrier with the maximum height configuration which is considered reasonable and feasible should be selected for recommendation.

The abatement measures listed in ***23 CFR § 772.15(c)*** are eligible for federal funding. Those measures are listed in ***Section 18.2.3.1***.

At a minimum, FDOT shall consider noise abatement in the form of a noise barrier when traffic noise impacts are identified.

It is not a standard practice for the FDOT to use absorptive treatments on noise barriers. Their use will be considered on a case-by-case basis under the following conditions:

1. Absorptive surface treatments for the roadway side of a noise barrier shall only be considered in parallel noise barrier situations where a width to height ratio of 10:1 or more cannot be achieved. The width is the distance between the two parallel noise barriers and the height is the average height of the barriers above the roadway. For example, if the average height of two parallel noise barriers is 20 feet, they should be at least 200 feet apart to avoid a reduction in their effectiveness due to reflections. The parallel barrier analysis module within TNM shall be used to evaluate the impact of reflections on the performance of parallel noise barriers.

2. Absorptive surface treatments shall only be considered for the roadway side of single (non-parallel) noise barriers when the distance from the face of the noise barrier to the nearest noise sensitive receptor on the opposite side of the roadway (across from the barrier) is less than 10 times the average height of the noise barrier above the roadway.

18.2.3.1 Traffic Noise Abatement Techniques

The most common type of traffic noise abatement measure is the construction of a noise barrier. As noted in ***23 CFR § 772.13(c)(1)***, at a minimum, the FDOT shall consider noise abatement in the form of a noise barrier. Therefore, all impacted receptors will require analysis for traffic noise reduction using a noise barrier. The exception to this is for “isolated residential impacts” where there is only one impacted residence that could benefit from a noise barrier, and as such, would not meet minimum feasibility requirements. In these cases, a generalized statement of this nature can be made in the ***NSR*** stating that noise barriers will not be evaluated for isolated impacted receptors.

Traffic management, alteration of horizontal and vertical alignments, acquisition of real property to create a buffer zone, and noise insulation of Activity Category D land use are also acceptable noise abatement measures.

Federal funds may be used for noise abatement on Type I projects when traffic noise impacts have been identified and abatement measures have been determined to be feasible and reasonable pursuant to ***23 CFR § 772.13(d)***. The primary noise abatement measure to be considered by FDOT for incorporation into a Type I project to reduce traffic noise impacts will be the construction of a noise barrier. **Landscaping is not a viable noise abatement measure**.

Traffic noise abatement is considered only if the predicted future build traffic noise level approaches or exceeds abatement levels in the NAC, or if build traffic noise levels substantially increase from existing noise levels (either measured or predicted) as determined in ***Section 18.2.2*** above. If no impacts are identified, see ***Section 18.2.6***.

When considering noise barriers for noise abatement, the feasibility and reasonableness factors discussed in ***Sections 18.2.3.2*** and ***18.2.3.3*** must be evaluated for each viable alternative under detailed analysis.

Noise abatement will not be required for Activity Category F or Activity Category G uses (See ***Sections 18.2.1.1.6*** and ***18.2.1.1.7***).

The FDOT publication ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses*** shall be used to ensure the reasonableness of abatement for Activity Category C, D and E land uses.

18.2.3.2 Feasibility Factors

Feasibility factors for noise abatement measures involve both acoustic (noise reduction) and engineering considerations when considering a potential abatement measure.

18.2.3.2.1 Noise Reduction Factor

The feasibility of providing noise abatement is focused on the ability of the noise barrier to provide a reduction of at least 5 dB(A) to impacted receptors (note that the number of land uses or residences represented should be considered). The more reduction that can be achieved, the better the barrier, as long as the cost, visual impact, and other factors of the barrier are not unreasonable. Coordination with the District Noise Specialist must occur to determine unreasonable factors. If a minimum of 5 dB(A) reduction cannot be achieved at a particular receptor, that receptor is not considered benefited. The number of impacted receptors required to achieve a 5 dB(A) reduction or greater in order for a noise barrier to be considered feasible will be equal to two (2) residences or greater.

18.2.3.2.2 Design and Construction Factors

Consideration should be given to whether a noise barrier can be constructed using standard construction methods and techniques. Factors to be considered include terrain changes, utilities, safety (e.g., lane closures, sight distance), bridges, overpasses, and similar difficulties. The proposed plan should be reviewed by appropriate personnel to determine if alternative construction methods and techniques will increase the construction costs or time, impact roadway safety, or result in other impacts. Additional costs incurred solely to accommodate construction of a noise barrier should be included in the cost reasonableness evaluation of the noise barrier.

If a noise barrier must be placed on a structure, such as a bridge or a Mechanically Stabilized Earth (MSE) wall, the ability of this structure to support the additional wind and dead loads safely must be established before a final commitment to build the noise barrier is made. According to the ***FDM, Topic No. 625-000-002***, proposed noise barriers on structure (e.g., on a bridge or MSE wall) will not exceed a maximum height of eight feet. If a new bridge is being designed and a noise barrier is contemplated for placement on the bridge, the ability of the bridge to support the load of the noise barrier and crashworthiness of the proposed barrier within the clear zone will be considered as early as practicable. Placement of noise barriers on structure will require approval by the State Structures Design Engineer.

18.2.3.2.3 Safety Factors

Safety is a critical factor in determining whether a particular abatement measure is feasible. Noise barriers should be designed in accordance with ***Part 2, Section 264 of the FDM, Topic No. 625-000-002***. If a conflict between a noise barrier and safety exists, primary consideration should be given to safety. An example of such a conflict would be the loss of a safe sight distance (line of sight) at an intersection or driveway as a result of the placement of a noise barrier. Conflicts are considered during the feasibility assessment of the noise barrier and may result in a determination that a noise barrier is not feasible. Noise barriers cannot exceed the following heights:

1. For ground mounted noise barriers, the maximum height will be 22 feet above ground level.

2. For noise barriers on bridges and retaining wall structures the maximum height will be 8 feet unless a taller noise barrier is specifically approved in writing by the State Structures Design Engineer.

3. For ground mounted Traffic Railing/Noise Barrier combinations, the maximum height will be 14 feet above ground level.

Non-crash-tested noise barriers within the clear zone require shielding.

18.2.3.2.4 Access Factors

Accessibility to adjacent properties on non-limited access roadways must be given consideration since the placement of a noise barrier may block ingress and egress to these properties. Other access issues to be considered include access to a local sidewalk or normal routes of travel.

18.2.3.2.5 Right of Way Factors

ROW needs, including access rights, easements for construction and/or maintenance, and additional land must be considered as part of the feasibility of noise barrier construction. If necessary, the FDOT can consider the purchase of additional ROW or make a request for the donation of ROW from the adjacent property owners(s) for the purpose of noise barrier construction and/or maintenance. The additional cost to purchase ROW shall be included in the overall cost reasonableness calculations. In the case where purchase of ROW is not possible or if the adjacent property owner(s) do not wish to donate the necessary ROW, the noise barrier or noise barrier system shall be determined not feasible. ROW needs will be determined as early in the process as possible.

18.2.3.2.6 Maintenance Factors

Maintenance of a noise barrier must be considered to ensure that the barrier can be maintained using standard practices. Maintenance crews must have reasonable access on both sides of the barrier for both personnel and equipment. Since graffiti can be a serious problem, consideration should be given as to how it can be reduced.

18.2.3.2.7 Drainage Factors

Drainage is an important element that must be considered in the location and design of a noise barrier. Directing stormwater along, under, or away from a noise barrier can cause construction and maintenance problems and therefore, must be given adequate consideration.

18.2.3.2.8 Utility Factors

Utility issues, including the impact of noise barriers on utilities and the reverse must be assessed early in the process. Both overhead and underground utilities can have a significant impact on design and construction options.

18.2.3.3 Reasonableness Factors

Once a noise abatement measure is determined to be feasible, the reasonableness of noise abatement will then be determined. The following reasonableness factors must collectively be achieved in order for the noise abatement measure to be deemed reasonable:

1. Consideration of the viewpoints of the benefited property owners and residents (during the Design phase);

2. Cost effectiveness of the highway traffic noise abatement measure; and

3. Achievement of the FDOT NRDG.

Two of the factors of reasonableness are considered during the PD&E phase; cost effectiveness and achievement of the FDOT NRDG. The consideration of the viewpoints of benefited receptors (property owners and residents) is done during the Design phase.

18.2.3.3.1 Viewpoint of the Benefited Receptors

Through the ETDM screening process, the District Noise Specialist will input traffic noise related concerns received from communities adjacent to the project into the Environmental Screening Tool (EST).

During the PD&E phase, input from the public regarding the project, including traffic noise and abatement, is gathered during workshops, public hearings and other public involvement opportunities, such as the project website, email, written comments and phone calls.

A more detailed process to solicit the viewpoint of the benefited receptors is invoked during the Design phase of the project. Each benefited receptor (owner or resident) will be given the opportunity to provide input to FDOT regarding their desire to have the proposed noise abatement measure constructed. They may also be given the opportunity (at the discretion of the District) to provide input regarding their aesthetic preferences from a list of pre-selected options.

During the Design phase of the project, FDOT will use either a noise abatement workshop and/or a public survey to determine the wishes of the benefited receptors. The survey effort may include a mailing of information related to the abatement measure along with a survey form to be signed and returned to FDOT. It is the desire of FDOT to obtain a response for or against the noise barrier from a numerical majority (greater than 50%) of the benefited receptors (owners and residents) that provide a response to the survey. Multiple techniques to solicit input may be used, including multiple mailings, door-to-door follow up, and even telephone solicitation (as needed) to provide adequate information to allow FDOT to make an informed decision on whether abatement is desired or not. If, after three attempts to gather the input from the benefited receptors, a minimum response rate of 50% is not achieved, the FDOT may determine the abatement measure to be not reasonable. If a numerical majority of the benefited residents and property owners that provide a response to the survey do not favor the construction of a noise barrier, FDOT will not provide the noise barrier. It is important to note that the viewpoints of the property owner will be considered as having the greatest weight in the decision as to whether FDOT will provide noise abatement. While the viewpoint of the non-owner resident will be considered, their viewpoint will carry less weight, consistent with the formula shown in ***Table 18-1***.

Table 18-1 Viewpoint Weighting Factors

Property Type	Owner Occupies Property	Owner Does not Occupy Property	
		Owner	Renter
Single Family	100%	90%	10%
Multifamily (duplex, apartments, condominiums)*	100%	90%	10%
Mobile Home Park*	100%	80%	20%
Offices, Businesses	100%	80%	20%
* The weighting factor is for each unit (mobile home, apartments, condominiums), not for the entire mobile home park, apartment complex or condominium building.			

For example, if a renter of a single-family home wishes to have noise abatement but the owner does not, the opinion of the homeowner would prevail. If the owner of the home did not respond for or against the noise abatement measure, then the renter's opinion would be used to be the equivalent to 10% of the homeowner. This means that 10 renters in favor of the noise abatement would equal the vote of 1 owner-occupied home.

The input of Homeowners Associations (HOA) should be considered during the survey process, especially if the HOA owns common land adjacent to FDOT ROW where the noise barrier would be located. However, no formal vote shall be made by the HOA and the desires of the HOA cannot preclude those of the benefited receptors behind the noise barrier.

18.2.3.3.2 Cost Effectiveness

FDOT has established cost effectiveness criteria that have been in place for many years. The basis for the cost effectiveness criteria is that FDOT has provided approximately 1,600 square feet of noise barrier per benefited receptor at a reasonable cost. Using the current unit cost of $40.00 per square foot, a reasonable cost of $64,000 per benefited receptor is looked upon as the upper limit. Only benefited receptors will be included in the calculation used to determine if a proposed noise abatement measure has a reasonable cost. Note that this cost does not include the cost of an optional additional taper of vertical height for shoulder mounted noise barriers, as this is a safety feature. Cost factor elements are re-analyzed by FDOT every five (5) years, with the last analysis and approval occurring in 2024. The relationship between unit costs and the upper limit for cost reasonableness will be based on maintaining a constant upper limit of 1,600 square feet of noise barrier per benefited receptor. This upper limit is derived by multiplying the statewide average height of noise barriers in Florida of 16 feet by a theoretical barrier length of 100 feet. FDOT considers the following elements as part of the overall calculation of cost effectiveness of a noise barrier:

1. The cost of materials and labor;

2. The cost of additional ROW (including the cost of construction and/or maintenance easements) needed exclusively to construct the noise barrier (if any);

3. The cost of new or upgraded drainage structures required by the construction of a noise barrier; and

4. On projects where Florida Gas Transmission (FGT) facilities are present within FDOT ROW, the ***FGT Agreement and Global Settlement*** controls the responsibilities of both FDOT and FGT. Where a noise barrier is proposed to be located within the below clearances to FGT's facilities, FGT may at its sole discretion decide to move its facilities.

    a. Single Line:

        1. Nine (9) inch internal diameter or greater: 15 feet unencumbered from the outside edge of the line plus 25 feet additional temporary workspace on one side of the 15-foot unencumbered space.

        2. Less than nine (9) inch internal diameter: 5 feet unencumbered from the outside edge of the line plus 10 feet additional temporary workspace on one side of the 5-foot unencumbered space.

    b. Two Lines: 60 feet, measured from the center line of the pipelines, with no additional temporary workspace.

    c. Three Lines: 75 feet, measured from the center line of the two outside pipelines, with no additional temporary workspace.

        For pipelines at those locations where the width between two pipelines is greater than thirty (30) feet, and for three pipelines where the width between the centerline of the two outermost pipelines is greater than forty-five (45) feet, such pipelines shall constitute single pipelines as identified in item number 1 (Single Line) above for the purposes of establishing the Specified Width; provided, however, pipelines that are equal to or less than thirty (30) feet apart measured from the center line of the two pipelines shall be treated as two pipelines consistent with item number 2 above (Two Lines).

        If FGT decides to move its facilities, FGT and FDOT may split the cost of ROW acquisition, construction, and other project costs in accordance with the ***FGT Agreement and Global Settlement***. Any additional costs incurred by FDOT shall be included in the cost reasonableness calculations for the proposed noise barrier. If FGT decides not to relocate its facilities, alternative locations for noise barrier placement shall be investigated. Any additional costs incurred as a result of the relocated noise barrier shall be included in the cost reasonableness calculations for that noise barrier.

5. The standard cost of the barrier foundation and any specialized foundation due to site conditions are to be included in the calculations of cost-effectiveness.

However, if the foundation and earthwork is part of the road construction, it should not be included in the noise barrier cost calculations.

Cost elements do not include the cost of designing the noise barrier, relocation of utilities (above or below ground) that are permitted within FDOT ROW, clearing and grubbing, mobilization, maintenance of traffic, construction engineering and inspection, and related activities that are considered as part of the total construction project. To be considered as a noise abatement cost, the costs must be incurred solely because of the installation of the noise barrier. An example would be when there is a need to extend a culvert that would not be necessary for roadway construction but is required to construct the noise barrier.

It is important that the cost-effectiveness of abatement be determined during the PD&E Study to enable FDOT to make a Statement of Likelihood in the Environmental Document to pursue this abatement effort in the Design phase. The PD&E Noise Study should also note that the reasonableness of providing noise abatement in the form of a noise barrier is subject to a detailed review in Design and subsequent Re-evaluations.

The primary method of determining the cost for noise abatement by FDOT will involve a review of the cost per benefited receptor for the construction of a noise barrier benefiting a single location (such as a subdivision or contiguous impacted areas) with each area being considered a CNE area. A CNE implies that a group of receptors of the same NAC activity category are exposed to similar noise sources and levels, traffic volumes, traffic mix, speed, and topographic features and are benefited by the same noise barrier or noise barrier system. Noise barriers may be provided for common noise environments that contain different Activity Categories of the NAC, provided that the combined person-hour usage (outlined in ***Methodology to Evaluate Highway Traffic Noise at Special Land Uses***) results in a cost reasonable noise barrier. Contact the District Noise Specialist for questions related to the application of the CNE criteria.

In the case of RV parks that also serve as a mobile home site, noise abatement will be considered when at least 51 percent of the noise impacted spaces are occupied 51 percent of the year or more by “permanent” residents. A permanent resident would be one who occupies the dwelling unit at least 51 percent of the calendar year. For these locations, where usage is often seasonal and of short duration, the property owner will determine the occupancy rate of that portion of the facility that is impacted by traffic noise. If less than 51 percent of the impacted spaces are occupied less than 51 percent of the year, abatement measures will not be considered. The same occupancy requirements will apply for other forms of temporary housing not identified here and will be considered on a case-by-case basis in consultation with OEM. The noise abatement measure must be feasible and reasonable before it will be considered further.

Third-party funding is not allowed to subsidize the cost of a noise barrier for the purpose of making the noise barrier feasible or reasonable. Third-party funding as noted in ***23 CFR § 772.13(j)*** is acceptable on a federal or federal-aid highway Type I project to make functional enhancements as long as the noise abatement measure already has been determined to be feasible and reasonable.

18.2.3.3.3 Noise Reduction Design Goal

As stated in ***23 CFR § 772.13(d)(2)(iv)*** for an abatement measure to be considered reasonable, it must attain the FDOT NRDG. To ensure the provision of reasonable traffic noise abatement consideration at the greatest number of impacted locations, FDOT has selected a 7 dB(A) noise level reduction for one (1) or more benefited receptors as the NRDG. Failure to achieve the NRDG will result in the noise abatement measure being deemed not reasonable. In setting this goal, FDOT reviewed historic records of noise barrier reduction dating back to 1979. The average noise reduction for these noise barriers was 7.36 dB(A), which would indicate that the NRDG of 7 dB(A) is reasonable. The NRDG should be applied to residential as well as non-residential (i.e., special land uses) noise barrier evaluations.

18.2.4 Outdoor Advertising Sign Impacts

Although it is not to be considered as either a feasibility or reasonableness option, Florida Law requires consideration of the potential to construct a noise barrier that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign. As early in the PD&E Study as possible, the District Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the ***Right of Way Procedures Manual, Topic No. 575-000-000***) in order to identify outdoor advertising signs affected by any proposed noise barrier. At a minimum, the section number and milepost for each noise barrier, along with an estimated construction date, will be given to the Outdoor Advertising Section so notice of the possible screening of a sign can be provided to the affected sign permit holder(s) (Note: If the latitude and longitude of the sign can be provided, this will assist the Outdoor Advertising section in locating the needed information).

Outdoor advertising signs that are legally permitted, conforming and erected may increase the height of the sign if visibility is blocked due to the construction of "noise attenuation" barriers consistent with ***Section 479.25, F.S.*** This statute requires FDOT to notify a local government or local jurisdiction before erecting a noise barrier that will block a lawfully permitted sign. The local government or local jurisdiction is then required to notify FDOT if increasing the height of an outdoor advertising sign will violate any local ordinance or land development regulation of the local government. When the notice has been received from the local government or local jurisdiction, and prior to the erection of the noise barrier, FDOT shall inform all property owners identified as impacted by highway noise, and who may benefit from the proposed noise attenuation barrier, as part of a written survey, that:

1. Erection of a specific noise barrier may block the visibility of an existing outdoor advertising sign;

2. The local government or local jurisdiction may restrict or prohibit increasing the height of the existing outdoor advertising sign to make it visible over the noise barrier; and

3. If a majority of the impacted property owners vote for the construction of the noise barrier, the local government or local jurisdiction will be required to:

    a. Allow an increase in the height of the sign in violation of a local ordinance or land development regulation;

    b. Allow the sign to be relocated or reconstructed at another location if the sign owner agrees; or

    c. Pay the fair market value of the sign and its associated interest in the real property.

The statute also requires FDOT to hold a public hearing within the boundaries of the affected local government or local jurisdiction to receive input on proposed noise barriers that may conflict with the local ordinances or land development regulations, and to suggest or consider alternatives or modifications to the proposed noise barrier to alleviate or minimize the conflict with the local ordinances or land development regulations, or minimize any costs associated with relocation, reconstructing, or paying for the affected outdoor advertising sign. Alternatives or modifications to proposed noise barriers that would not provide the minimum 5 dB(A) reduction will not be considered.

The written survey materials shall inform the affected property owners of the location, date, and time of the public hearing. The public hearing may be held concurrently with other public hearings scheduled for the project. A general notice of the public hearing shall also be published in a newspaper in accordance with the notice provision of ***Section 335.02(1), F.S.***, and contain the same information provided in the written survey materials. The notice shall not be placed in that portion of a newspaper in which legal notices or classified advertisements appear. Please refer to ***Part 1, Chapter 11, Public Involvement***, for additional details about meeting notification requirements.

FDOT shall not construct a noise barrier that screens or blocks the visibility of a lawfully permitted outdoor advertising sign until after the public hearing is held and the numerical majority of the impacted property owners have approved the construction of the noise barrier. If the construction of the noise barrier is approved, FDOT shall notify the local governments or local jurisdictions. The local governments or local jurisdictions shall then exercise one of the options listed above.

The construction of business names/logos or building addresses on noise barriers is in violation of ***23 CFR § 750.709***. For noise barriers in urban and suburban areas, imprinting of subdivision names or logos on the noise barrier may be considered only at the portion of the noise barrier at the legal entrance to the subdivision. FDOT allows consideration of noise barrier aesthetic enhancement that meets FHWA regulations related to this process. Each request for such an application will be handled on a case-by-case basis.

18.2.5 Community Coordination

18.2.5.1 Community Coordination in PD&E

The degree and type of community coordination and participation will vary from project to project. For projects requiring consideration of abatement, the community involvement activities should allow for presentation and discussion of noise impacts related to the project. Opportunities for such involvement should be provided, as appropriate, during the environmental evaluation and documentation phase as part of the public involvement and/or public hearing process. See ***Section 18.2.6.2*** for required coordination with local officials.

18.2.5.2 Community Coordination in Final Design

When noise abatement is anticipated in the final design phase, community coordination will include a survey of benefited property owners and residents to determine their viewpoints regarding abatement. This can be done using any number or combination of techniques (e.g., door-to-door contacts, telephone surveys, mailed survey forms, public workshops).

The viewpoint of the benefited receptors (property owners and residents) related to abatement should be analyzed in the decision-making process. Discussions at public meetings may also include a presentation of material options, physical dimensions, obtainable levels of reduction, and cost factors so public input can be considered in decision-making.

In the event that some benefited property owners or residents desire noise abatement and others do not, further assessment may be necessary in order to determine what impact, if any, this will have on the feasibility and reasonableness as well as the social impacts. Consultation with OEM may be needed. Documentation of noise abatement measures developed during the final design should include letters, public hearing transcripts, and survey results indicating that the benefited property owners or residents were afforded an opportunity to provide input.

18.2.6 Noise Study Report

The results of the noise analyses shall be reported in an ***NSR*** and summarized in the appropriate section of the Environmental Document. Viable alternatives will be documented, including the no-build alternative.

The ***NSR*** should have a logical sequence, which adequately describes the procedures used in developing the ***NSR***, performing the required analyses, and arriving at the appropriate conclusions. Data in the ***NSR*** should be well presented by utilizing graphics and references so the report is readily understandable by both technical and non-technical audiences. Noise levels (measured or predicted) should be reported to the nearest 1/10th of a decibel. The report should focus on relevant information. TNM modeling files should be provided in SWEPT. The ***NSR*** should also include: the existing

(measured or predicted) as well as the predicted future build and no-build noise levels for each receptor; required field monitoring data and any necessary explanation of the results of this data; a complete set of aerials showing the full project limits and the location of receptor points used in the noise analysis; and the date of the last review of land use that was considered in the ***NSR***. ***Figure 18-4*** illustrates a recommended outline for the ***NSR***.

The ***NSR*** must use the ***Technical Report Cover Page, Form No. 650-050-38*** as the cover sheet of the report. A sample ***NSR*** cover page is provided in ***Figure 18-10***. This cover page of the ***NSR*** includes the following statement:

> *The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.*

18.2.6.1 Methodology and Assumptions

Include the following information related to methodology and assumptions in the ***NSR***:

1. Noise model(s) and methodology used;
2. Alternatives and years considered;
3. Existing and design year vehicle volumes, speeds, and composition data;
4. Receptor locations and descriptions, including land use activity category;
5. Basis for determination of existing and future traffic noise levels; and
6. Noise descriptor used.

Include a comparison of the total traffic noise levels for each build and no-build alternative along with the appropriate NAC and existing (measured or predicted) noise levels. Also include in the ***NSR*** all abatement considerations and a Statement of Likelihood (See ***Section 18.2.6.3***).

Include an illustration similar to ***Figure 18-6*** in the ***NSR*** to assist the public in understanding how traffic noise levels relate to other sound sources.

18.2.6.2 Coordination Requirements and Documentation

Summarize in the ***NSR*** any coordination or communications that may have taken place with other agencies and the public and include in the public coordination section. Include comments and any responses to any comments. A statement should also be made that a copy of the final ***NSR*** will be circulated to the appropriate local planning/zoning officials for their use upon approval of the Environmental Document. The ***NSR*** should also include

a representation of the best estimate of the contours from the proposed edge of pavement at which traffic noise levels would approach or exceed the NAC for Activity Categories A through E for each project segment as shown in ***Figure 18-7***.

When the Environmental Document is approved, send copies of the ***NSR*** to the appropriate local government officials within whose jurisdiction the highway project is located. See ***Figure 18-8*** for a sample ***NSR*** transmittal letter. The following information should be transmitted along with the ***NSR*** consistent with ***23 CFR § 772.17(a)***:

1. Noise compatible planning concepts;

2. A representation of the estimated distances from the proposed edge of pavement at which traffic noise levels would approach or exceed the NAC for Activity Categories A through E for each segment of the project; and

3. After the DPK, FDOT is no longer responsible for providing noise abatement to new development which occurs adjacent to the proposed highway project.

The above items are intended solely to assist local officials and private developers in promoting compatibility between land development and highways. Upon request, FDOT may provide additional available material and technical guidance which may assist local officials and private developers in this respect. The ***NSR*** transmittal letter should be included in the SWEPT project file.

18.2.6.3 Documentation in the PD&E Phase

Before approval of a CE, FONSI, ROD, NMSA, or SEIR, FDOT shall identify:

1. A Statement of Likelihood for the noise abatement measures which are potentially feasible and reasonable, and which are likely to be incorporated into the project; and

2. Noise impacts for which no noise abatement measures are feasible and reasonable.

Title 23 CFR § 772.13(h) states that FHWA will not approve project plans and specifications unless feasible and reasonable noise abatement measures are incorporated into the plans and specifications to reduce the traffic noise impact on existing activities, developed lands, or undeveloped lands for which development is permitted.

Noise abatement will be analyzed two (2) times during the development of a project. The first time will be during the PD&E phase where the Environmental Document is prepared. By the time the Environmental Document is prepared, the noise studies will have progressed to the stage where noise-impacted areas have been identified. Although at this stage it is unlikely that exact locations, abatement types, ROW requirements, or design and construction feasibility factors can be determined, the approximate noise barrier location and height information should be determined. The second time noise abatement will be analyzed will be during final design prior to Plans, Specifications, and

Estimates (PS&E) approval. Any noise sensitive receptor that is permitted between the completion of the ***NSR*** and the DPK will be analyzed for traffic noise impacts and, if impacts are predicted, abatement will be considered during the Design phase of the project.

If there are no impacted receptors within the project, the following statement (or variation thereof) should be used:

> Based on the noise analyses performed to date, there appear to be no impacted areas within the project that require abatement consideration.

When feasible and reasonable noise abatement measures are identified, in accordance with ***23 CFR Part 772***, the Highway Traffic Noise section of the Environmental Document shall contain a Statement of Likelihood similar to the following:

> The Florida Department of Transportation is committed to the construction of feasible and reasonable noise abatement measures at the noise-impacted locations identified in (insert a table or figure which shows the proposed location and physical description of noise abatement measures determined feasible and reasonable) contingent upon the following conditions:
>
> 1. Final recommendations on the construction of abatement measures are determined during the project's final design and through the public involvement process;
>
> 2. Detailed noise analyses during the final design process support the need, feasibility and reasonableness of providing abatement;
>
> 3. Cost analysis indicates that the cost of the noise barrier(s) will not exceed the cost reasonable criterion;
>
> 4. Community input supporting types, heights, and locations of the noise barrier(s) is provided to the District Office; and
>
> 5. Safety and engineering aspects as related to the roadway user and the adjacent property owner have been reviewed and any conflicts or issues resolved.
>
> Appropriate project-specific contingencies may be added to the statement of likelihood.

If no feasible or reasonable abatement is identified, the following statement (or variation thereof) shall be used:

> Based on the noise analyses performed to date, there are no feasible solutions available to mitigate the noise impacts at the locations identified in (insert a table or figure which shows proposed location and physical

description of noise abatement measures determined not feasible or reasonable).

18.2.6.4 Design Phase Considerations

Abatement measures proposed in the PD&E phase are reconsidered and analyzed during the Design phase in light of more exact design, project alignment refinements, and detailed project data. Notably, if there is a gap of time between approval of the ***NSR*** and the Environmental Document (DPK), a review of any new potential NSAs must be considered during the Design phase and documented in the ***Design Noise Study Report (DNSR)***. In addition, land use changes that have occurred before the DPK may preclude the construction of abatement measures or potentially create the need for abatement that was not considered during the PD&E phase.

The final noise abatement locations, barrier types, lengths and heights and aesthetic treatments recommendations are determined during the project's Design phase and through the public involvement process. The goals of the highway traffic noise analysis performed during the Design phase are to:

- determine if the abatement measures recommended during PD&E are still reasonable and feasible as outlined in ***Section 18.2.3.2*** and ***Section 18.2.3.3***;
- determine if new abatement measures are required;
- determine the desires of the benefited receptors;
- incorporate aesthetic treatments.

The final noise abatement commitments must be documented in the Re-evaluation and the ***DNSR*** (as required by ***Part 2 Section 264.2.1, of the FDM, Topic No. 625-000-002***) prior to construction advertisement, regardless of project funding sources.

For non-conventional (not the traditional design-bid-build) projects, the ***Request for Proposal (RFP)*** package will include the noise abatement requirements. Prior to the approval of an Alternative Technical Concept (ATC), a ***DNSR*** should be prepared. If an ATC proposes changes to the horizontal or vertical alignments depicted in the Concept Plans, any associated required changes to the noise abatement locations must be addressed. Any modifications or additions to noise abatement locations and dimensions depicted in the ***RFP*** must be approved by FDOT based on the information from a ***DNSR*** prepared by the Design-Build Firm. The Design-Build Firm must coordinate with the District Noise Specialist to ensure proper public involvement occurs during final design. Refer to ***Section 18.2.11*** for projects with overlapping PD&E and Design phases.

The Design Project Manager must work with the environmental staff to ensure that the final noise abatement commitments are reflected in the Re-evaluation of the Environmental Document before the project moves to the Construction phase.

If the abatement measures recommended during the PD&E phase are no longer considered feasible or reasonable during Design for a given location(s), such determination(s) will be made in the Re-evaluation process prior to requesting approval for construction advertisement (***Part 1, Chapter 13, Re-evaluations***). Commitments regarding the exact abatement measure locations, heights, and type (or approved alternatives) will be made during the Design phase and recorded on the ***Project Commitments Record (PCR)*** as required by ***Procedure No. 650-000-003, Project Commitment Tracking***. See ***Part 2, Chapter 22, Commitments*** for more information on commitments.

If abatement is not feasible or reasonable, the following statement (or variation thereof) shall be used:

> Based on the noise analyses performed to date, there are no feasible and reasonable solutions available to mitigate the noise impacts at the locations identified in (insert a table or figure which shows the proposed location and physical description of noise abatement measures determined not feasible or reasonable).

18.2.6.5 Construction Noise and Vibration Impacts

The early identification of potential construction noise and/or vibration impacts that may result from the construction of the project is important. The level of consideration for construction noise and vibration is discussed in ***Highway Traffic Noise: Analysis and Abatement Guidance (FHWA, December 2011)***. Any potential construction noise or vibration impacts that are identified in the PD&E phase shall be documented in the ***NSR*** and in the Environmental Document, along with any identified abatement measures that are potentially feasible and reasonable. A list of example construction noise and vibration-sensitive receptors has been developed and can be found in ***Figure 18-9***. This will allow avoidance and/or mitigation options to be developed during the final design phase. These options can then be placed in the construction plans and applied during the construction of the project by the Contractor.

A discussion of construction noise and vibration impacts must be included in the Environmental Document whether the NAC are exceeded or not. It is generally based on site specific conditions and should, at a minimum, include a general reference to the ***FDOT Standard Specifications for Road and Bridge Construction*** to control noise and/or vibration impacts.

Examples of standard specifications that may be applied to a project include:

1. ***Section 6-3.1*** related to the storage of materials to minimize noise impacts on sensitive receptors;

2. ***Section 100-2.1*** related to equipment approval requiring the use of factory recommended exhaust mufflers and to remove or repair any equipment that is disapproved by the Engineer;

3. ***Section 100-2.2*** requires adequate equipment maintenance to minimize noise pollution caused by construction equipment;

4. ***Section 100-2.3*** suggests that all stationary equipment be screened from noise sensitive receptors beyond normal working hours and, if feasible, screen this equipment during normal working hours to reduce noise impacts;

5. ***Section 120-6.4*** addresses the concept of establishing haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum; and

6. ***Section 455-1.1*** requires that the Contractor take reasonable precautions to prevent structural damage to existing structures by monitoring settlement and vibrations in accordance with the requirements of the specifications.

FHWA's ***Highway Construction Noise Handbook*** provides guidance for the prediction and mitigation of construction noise. The Roadway Construction Noise Model (RCNM; found within TNM 3.2), which is the FHWA's national model for the prediction of construction noise, may be used as needed. The RCNM provides a construction noise screening tool to predict construction noise levels and determine compliance with noise limits for a variety of construction noise projects. The use of the RCNM should be coordinated with OEM prior to application.

Any recommended special construction noise and/or vibration mitigation measures identified during the review of potential construction and/or vibration impacts will be described in the ***NSR*** and in the Environmental Document, as appropriate. In considering construction noise and/or vibration mitigation, it should be noted that special provisions may be added as appropriate to the project's construction specifications. Any unique noise and/or vibration control efforts to be considered during construction shall be coordinated with the District Noise Specialist and Project Manager prior to inclusion in the ***NSR***.

The following is a sample construction noise and vibration statement for inclusion in the appropriate ***NSR/DNSR*** and Environmental Document:

> Based on the existing land use within the limits of this project, construction of the proposed roadway improvements will (will not) have any noise or vibration impact. If noise-sensitive land uses develop adjacent to the roadway prior to construction, additional impacts could result. It is anticipated that the application of the ***FDOT Standard Specifications for Road and Bridge Construction*** will minimize or eliminate most of the potential construction noise and vibration impacts. However, should unanticipated noise or vibration issues arise during the construction process, the Project Manager, in concert with the District Noise Specialist and the Contractor, will investigate additional methods of controlling these impacts.

18.2.7 Environmental Document

The expected level of noise impacts discussion for each type of Environmental Document is provided in the sections below. The Environmental Document shall identify locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise abatement alternative.

The final ***NSR*** is uploaded into the SWEPT project file and a summary should be included in the Environmental Document. The Highway Traffic Noise section of the Environmental Document should contain enough detail to convey the degree of noise impact attributed to the proposed project, along with certain required statements. The Environmental Document must reference the ***NSR*** for additional details using a statement similar to the following:

> The Noise Study Report for this project is available from the District Office, located at _____.

The Environmental Document will also include information regarding the consideration of noise abatement measures that have or have not been determined to be feasible and reasonable based on the information available at the time the ***NSR*** was completed.

After OEM grants Location and Design Concept Acceptance (LDCA) for a federal project, or a SEIR has been approved, a copy of the ***NSR*** is sent to the appropriate local government officials who have jurisdiction where the highway project is located. Other information that will aid these officials in their planning and land use decisions to minimize highway noise impacts in the future may be sent along with the ***NSR***. See ***Figure 18-8*** for a sample ***NSR*** transmittal cover letter to a local planning agency.

Type III projects do not require a noise analysis. For these projects, the Highway Traffic Noise section within the Environmental Document should include a statement similar to the following:

> This project has been determined to be a Type III project as defined in ***23 CFR § 772.5*** and does not require a noise analysis.

18.2.7.1 Type 2 Categorical Exclusion

On the ***Type 2 Categorical Exclusion Determination Form*** in SWEPT, identify if it is a Type I or Type III project (***Section 18.1.3***) pursuant to ***23 CFR Part 772*** and ***Section 335.17, F.S.*** Summarize the results of noise impacts documented in the ***NSR***. The summary should include locations with the predicted noise impacts that have feasible and reasonable abatement barriers, and locations with impacts that have no feasible or reasonable noise abatement alternative. Include the ***NSR*** as Technical Material and add a map for noise as an attachment, if applicable.

18.2.7.2 Environmental Assessment with Finding of No Significant Impact

The Highway Traffic Noise section of the Environmental Assessment (EA) must reference and summarize the ***NSR***. Specific references to the items discussed in ***Section 18.2.2*** and ***Section 18.2.3*** are included as appropriate. Coordination which occurred during the noise study must be documented. The Comments and Coordination section shall include letters from agencies expressing comments on the ***NSR***. Resolution of comments shall also be documented in this section. In the FONSI, provide a summary of all noise impacts resulting from the project. If abatement measures are being recommended for further consideration, identify the sites for which the abatement is proposed. For those locations with impacts, where abatement is not feasible and/or reasonable, provide those locations and an explanation as to why the abatement measure(s) considered was determined to not be feasible and/or reasonable.

18.2.7.3 Environmental Impact Statement

The Highway Traffic Noise section of an Environmental Impact Statement (EIS) should summarize the ***NSR*** and include the following information:

1. A brief description of NSAs and their location, including information on the numbers and types of activities which may be impacted. The availability of the ***NSR*** at the District Office will be noted.

2. The extent of the impact (in decibels). This will include a brief description of the methodology used and identification of the computer model used, along with a comparison of the future predicted noise levels with both FHWA NAC and the existing predicted noise levels.

3. Noise abatement measures which have been considered and those measures that would likely be incorporated into the proposed project.

4. Noise impacts for which no feasible and reasonable abatement is available and the reasons why.

18.2.7.4 State Environmental Impact Report

The Highway Traffic Noise section of a SEIR should summarize the anticipated traffic noise impacts identified in the ***NSR*** and appropriately reference the basis for decision the same as for a federal project as described in this chapter. The applicable standard statements and Statement of Likelihood in ***Section 18.2.6.3*** should be included.

18.2.8 Re-evaluations

The Re-evaluation of any Environmental Document that included an ***NSR*** shall also include an update of the traffic noise analysis. Assumptions made and data used during the original noise analysis and documented in the ***NSR*** shall be reviewed and updated to

ensure the assumptions and any preliminary commitments are still valid. This may include, but not necessarily be limited to, current and future traffic data (volumes, speeds, composition), roadway alignment (horizontal and vertical), land use, propagation path, barriers/buffers (including trees, berms, structures), variation in terrain between noise source and receptors, and changes in TNM versions. If the latest noise evaluation utilized a previous version of TNM (prior to TNM version 2.5), an update of the traffic noise analysis is required. Changes to the horizontal and vertical roadway alignment should follow the guidance provided in the Type I Projects Matrix provided in ***Figure 18-2***. The Re-evaluation may result in no change to the ***NSR*** or in a completely new ***DNSR*** being required. At a minimum, it must be documented that the original noise study and analysis was reviewed and that the assumptions, project conditions and results are still valid. Computer modeling efforts will be conducted using the latest approved version for any required subsequent noise Re-evaluation as a result of a major design change.

Coordination with OEM during the Re-evaluation process on federal projects is required (see ***Part 1, Chapter 13, Re-evaluations***).

The final noise abatement commitments must be documented in the Re-evaluation and the ***DNSR*** prior to construction advertisement, regardless of project funding sources. Additionally, the ***PCR*** must also be updated. If the ***DNSR*** is substantially modified from the version previously distributed to the affected local governments, a revised version should be sent out to them.

18.2.9 Design-Build Projects

When a Design-Build firm proposes an alternative technical concept to the concept included in the ***RFP*** for the Design-Build project, the District must re-evaluate the noise study in conformance with the provisions of ***40 CFR § 1506.5*** and ***23 CFR § 636.109***. The design-build noise study Re-evaluation must follow the analysis procedures outlined in this Chapter.

Changes to the horizontal and vertical roadway alignment should follow the guidance provided in the Type I Projects Matrix provided in ***Figure 18-2***. If changes in the roadway design occur during the Design-Build process, the following guidance shall be considered:

1. If the Re-evaluation results in the identification of additional impacted receptors, a change in location of impacted receptors, or an increase in the proposed noise abatement dimensions (height and/or length), the FDOT will construct the proposed abatement as long as it's feasible, reasonable, and desired by the public.

2. If the Re-evaluation results in reduced traffic noise impacts due to changes in the project design, or previously predicted noise impacts no longer warrant abatement consideration, the FDOT will consider abatement based on the commitments, public sentiment, and consultation with OEM, provided that abatement construction is feasible.

3. The public shall be engaged when modifications to noise abatement commitments and the intent to alter abatement measures are being considered.

18.2.10 Projects with Concurrent PD&E and Design Phases

Noise studies for projects with concurrent PD&E and Design phases are still required to follow the requirements of ***23 CFR Part 772*** and this chapter. When design activities overlap PD&E activities, only the PD&E phase ***NSR*** may be prepared because the roadway plans may have enough detail (Phase II design plans) to allow noise abatement commitments to be made at that time. It is important that subsequent plan sets be reviewed for changes in roadway geometry that could necessitate a change to the noise analysis. These projects will still utilize a DPK based on the date of the approval of the Environmental Document for the project.

Once the final design of the project is completed, the review of the design plans must verify that no changes have occurred relative to what was previously evaluated and documented in the ***NSR***. If significant changes have occurred that may alter the results of the original noise study and any noise abatement commitments (if applicable), a Re-evaluation is warranted and documented in a new ***DNSR*** before the project is advertised for construction. Changes to the horizontal and vertical roadway alignment should follow the guidance provided in the Type I Projects Matrix provided in ***Figure 18-2***.

18.2.11 Abatement Measure Reporting

Title 23 CFR § 772.13(f) requires that each highway agency maintain an inventory of all constructed noise abatement measures. To comply with the inventory requirement, FDOT maintains an inventory of all noise abatement barriers constructed on the SHS in a GIS layer housed in the University of Florida's GeoPlan Center Florida Geographic Data Library (FGDL). Each District Noise Specialist must annually gather and provide inventory data to the University of Florida's GeoPlan Center.

This inventory data shall include at least the following parameters:

1. Type of abatement;
2. Cost (overall cost, unit cost per/sq. ft.);
3. Average height;
4. Length;
5. Area;
6. Location (state, county, city, route);
7. Year of construction;

8. Average insertion loss/noise reduction as reported by the model in the noise analysis;

9. NAC category(s) protected;

10. Material(s) used (precast concrete, berm, block, cast in place concrete, brick, metal, wood, fiberglass, combination, plastic [transparent, opaque, other]);

11. Features (absorptive, reflective, surface texture);

12. Foundation (ground mounted, on structure); and

13. Project type (Type I, Type II) and optional project types such as state funded, county funded, tollway/turnpike funded, other, unknown. The FHWA will collect this information, in accordance with Office of Management and Budget's Information Collection requirements.

For a complete list of items to be reported by the District Noise Specialists, see the FGDL attributes metadata website (***Section 18.3***). Federal submission requirement fields are prefaced with FED in the FGDL database.

The noise abatement barriers data is reported tri-annually to FHWA once a request is received to submit the report. At the request of OEM, the GeoPlan Center will prepare the tri-annual report submitted by the State Noise Program Coordinator to the FHWA Florida Division Office in the format required by ***23 CFR § 772.13(f)***.

18.3 REFERENCES

FHWA, FHWA's Noise Policy FAQs - Frequently Asked Questions. https://www.fhwa.dot.gov/Environment/noise/regulations_and_guidance/faq_nois.cfm

FHWA, Report FHWA-HEP-06-015, FHWA Highway Construction Noise Handbook: Final Report, August 2006. https://rosap.ntl.bts.gov/view/dot/8837

FHWA, Report FHWA-HEP-05-054, FHWA Roadway Construction Noise Model User's Guide: Final Report, January 2006. http://www.fhwa.dot.gov/environment/noise/construction_noise/rcnm/rcnm.pdf

FHWA, Report Number FHWA-PD-96-009, FHWA Traffic Noise Model User's Guide. April 2004. http://www.fhwa.dot.gov/environment/noise/traffic_noise_model/tnm_v25/users_manual/index.cfm

FHWA, Report FHWA-HEP-10-025, Highway Traffic Noise: Analysis and Abatement Guidance, December 2011. https://www.fhwa.dot.gov/environment/noise/regulations_and_guidance/analysis_and_abatement_guidance/revguidance.pdf

FHWA, Report Number FHWA-HEP-18-065, Noise Measurement Handbook. June, 2018. https://www.fhwa.dot.gov/environment/noise/measurement/handbook.cfm

FHWA, Use of Freeway Shoulders for Travel — Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy, February 2016. https://ops.fhwa.dot.gov/publications/fhwahop15023/

First Renewal of the Memorandum of Understanding Between FHWA and FDOT Concerning the State of Florida's Participation in the Surface Transportation Project Delivery Program Pursuant to 23 U.S.C. 327, May 26, 2022. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/nepa_assign/florida-327-mou---signed.pdf?sfvrsn=202c70b4_2

FRA, Guidance on Assessing Noise and Vibration Impacts. https://www.fra.dot.gov/Page/P0216

FTA, Report Number 0123, Transit Noise and Vibration Impact Assessment Manual. September 2018. https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf

FDOT, Design Manual, Topic No. 625-000-002. https://www.fdot.gov/roadway/fdm

FDOT, Existing Noise Barrier Methodology Flowchart. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/noise/noisebarrierflowchart-05-22-2023.pdf?sfvrsn=579b28f0_1

FDOT, Methodology to Evaluate Highway Traffic Noise at Special Land Uses, January 2024. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/noise/sluguidancedocument-slus-12-13-2023.docx?sfvrsn=4ff85c20_1

FDOT, Project Commitment Tracking, Procedure No. 650-000-003. https://pdl.fdot.gov/

FDOT, Right of Way Procedures Manual, Topic No. 575-000-000, Section 12.1, Outdoor Advertising Signs. https://www.fdot.gov/rightofway/ProceduresManual.shtm

FDOT, Standard Specifications for Road and Bridge Construction. https://www.fdot.gov/design/standardplans/default.shtm

FDOT, Traffic Data for Traffic Noise Spreadsheet. https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/environment/pubs/noise/fdotoemnoisetrafficdataspreadsheetversion2-02-01-2024.xlsx?sfvrsn=37753d37_1

FDOT, Traffic Noise Modeling and Analysis Practitioners Handbook, December 2018. https://www.fdot.gov/environment/publications.shtm

Section 335.02, F.S., Authority to designate transportation facilities and rights-of-way and establish lanes; procedures for re-designation and relocation; application of local regulations. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0335/Sections/0335.02.html

Section 479.25, F.S., Erection of noise-attenuation barrier blocking view of sign; procedures; application. July 1, 2014. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0479/Sections/0479.25.html

Section 335.17, F.S., State highway construction; means of noise abatement. 2012. http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0335/Sections/0335.17.html

Title 14 CFR § 150, Airport Noise Compatibility Planning https://ecfr.io/Title-14/pt14.3.150

Title 23 CFR § 636.109, How does the NEPA process relate to the design-build procurement process. https://ecfr.io/Title-23/pt23.1.772

Title 23 CFR § 750.709; On-property or on premise advertising. https://ecfr.io/Title-23/pt23.1.750

Title 23 CFR § 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise, Tuesday, July 13, 2010. http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title23/23cfr772_main_02.tpl

Title 40 CFR § 1506.5, Environmental Impact Statements, Nov. 29, 1978. http://www.ecfr.gov/cgi-bin/text-idx?SID=bbdf2357d9d42328f1467b91ac5f1076&mc=true&node=se40.33.1506_15&rgn=div8

Title 49 CFR § 210, Railroad Noise Emission Compliance Regulations. Federal Railroad Administration. https://ecfr.io/Title-49/pt49.4.210

University of Florida, GeoPlan Center. Florida Geographic Data Library (FGDL) Metadata Explorer. http://fgdl.org/metadataexplorer/explorer.jsp

18.4 FORMS

Technical Report Cover Page, Form No. 650-050-38

18.5 HISTORY

10/6/2003, 4/18/2007, 5/24/2011, 7/27/2016, 6/14/2017: NEPA Assignment and re-numbered from Part 2, Chapter 17, 1/14/2019, 7/1/2020, 7/1/2023

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential
C[2]	67	66	Exterior	Active sports areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, recreational areas, Section 4(f) sites, schools, television studios, trails, and trail crossings.
D	52	51	Interior	Auditoriums, day care centers, hospitals, libraries, medical facilities, places of worship, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, schools, and television studios.
E[2]	72	71	Exterior	Hotels, motels, offices, restaurants/bars, and other developed lands, properties or activities not included in A-D or F.
F	_	_	_	Agriculture, airports, bus yards, emergency services, industrial, logging, maintenance facilities, manufacturing, mining, rail yards, retail facilities, shipyards, utilities (water resources, water treatment, electrical), and warehousing.
G	_	_	_	Undeveloped lands that are not permitted.

(Based on Table 1 of 23 CFR Part 772)

1 The Leq(h) Activity Criteria values are for impact determination only, and are not design standards for noise abatement measures.

2 Includes undeveloped lands permitted for this activity category.

Note: FDOT defines that a substantial noise increase occurs when the existing noise level is predicted to be exceeded by 15 decibels or more as a result of the transportation improvement project. When this occurs, the requirement for abatement consideration will be followed.

Figure 18-1 Noise Abatement Criteria

Type I Project Activities (Noise Study Required)		Not Type I (No Noise Study Required)
1	Construction of highway on new location	
2	New or relocated interchanges	
3	Addition of new interchange ramps (add a ramp where no ramps existed). Viewed as a new location.	
4	Relocation of an interchange ramp where the edge of the outside lane on any segment of the ramp reduces the distance to the closest receptor by one-half. (See #6 for realignment of ramps)	
5	Increasing capacity to an existing on or off interchange ramp (by adding lanes) including associated merge lanes. Viewed as a new location.	
6	Lengthening an existing interchange ramp's acceleration or deceleration lane and associated merging into the mainline to a total of more than 2500 feet (from the gore to the end of the lane), or re-aligning where any segment of the ramp reduces the distance to the closest receptor by one-half.	Lengthening an existing interchange ramp's acceleration or deceleration lane and associated merging into the mainline (total length less than 2500 feet), or re-aligning where any segment of the ramp DOES NOT REDUCE the distance to the closest receptor by one-half.
7	Alteration of the horizontal alignment of an existing highway such that the edge of the outside lane reduces the distance to the closest receptor by one-half.	Alteration of the horizontal alignment of an existing highway such that the edge of the outside lanes DOES NOT REDUCE the distance to the closest receptor by one-half.
8	Alteration of the vertical alignment, or the surrounding topography, where existing shielding is removed and the line of sight between the noise source and the receptor is now direct. (Activity does not include removal of vegetation).	
9	Addition of new through-lanes that increase capacity to an existing highway. (Noise analysis required on both sides of the highway whether the lanes are all in one direction or both directions of travel.)	
10	Restriping existing pavement to add a through-lane or auxiliary lane (See #13, #14 and #15 for auxiliary lanes).	
11	Addition of new or substantially altered weight station, rest stop, ride share lot or toll plaza.	
12	Addition of ramps or new lanes serving as climbing lanes for buses and trucks.	
13	Addition of auxiliary lanes used as through lanes on local roads.	
14	Auxiliary lanes on freeways and expressways connecting two or more interchanges (continuous lanes longer than 2500 feet from gore to gore).	Auxiliary lanes on freeways and expressways connecting two closely spaced interchanges (less than 2500 feet from gore to gore) to accommodate weaving traffic.
15		Turn lanes at intersections associated with arterial highways
16		Bicycle and Pedestrian paths
17		Safety activities (23 USC § 402)
18		Landscaping
19		Installation of fencing, signs, pavement marking, small passenger shelters, traffic signals, railroad warning signals (that don't disrupt traffic patterns)
20		Deployment of electronics, photonics, communications, information processing to improve safety and security
21		Re-surfacing, restoration, rehabilitation or reconstruction of an existing facility (unless there is a change in horizontal or vertical alignment per 7 & 8 above).
22		Electronic toll collection facilities that do not disrupt traffic patterns.

Figure 18-2 Type I Project Matrix

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Figure 18-3 Building Noise Reduction Factors

EXAMPLE PD&E NOISE STUDY REPORT (NSR) OUTLINE

EXECUTIVE SUMMARY

TABLE OF CONTENTS
- List of Tables
- List of Figures
- List of Appendices

1.0 INTRODUCTION
- 1.1 Project Description (includes Project Location Map)
- 1.2 Proposed Improvements (includes conceptual typical section(s))

2.0 METHODOLOGY (opening paragraph references regulation, policy and TNM version)
- 2.1 Noise Metrics
- 2.2 Traffic Data
- 2.3 Noise Abatement Criteria (includes general discussion and application specific to the project)
- 2.4 Noise Abatement Measures (General Discussion)
  - 2.4.1 Traffic Management
  - 2.4.2 Alignment Modifications
  - 2.4.3 Buffer Zones (includes noise contours and intended application of contours)
  - 2.4.4 Noise Barriers (includes discussion of minimum reduction requirements and cost reasonable limit)

3.0 TRAFFIC NOISE ANALYSIS
- 3.1 Model Validation
- 3.2 Existing Noise Levels: Ambient Measurements (documents noise monitoring to establish existing noise levels; usually only included for new alignment projects); **OR** Modeled Existing Noise Levels (documents TNM-modeled existing conditions; usually only included for existing alignment projects)
- 3.3 Predicted Noise Levels and Abatement Analysis (includes, at minimum, a discussion of impacts and noise barrier analysis with each impacted Noise Sensitive Area (NSA)

4.0 CONCLUSIONS (includes Statement of Likelihood)

5.0 CONSTRUCTION NOISE AND VIBRATION

6.0 COMMUNITY COORDINATION (documents any public comments specific to traffic noise, transmittal of the NSR to local officials and references noise contours discussed above)

7.0 REFERENCES

APPENDICES
- **Appendix A** **Traffic Data**
- **Appendix B** **Predicted Noise Levels**
- **Appendix C** **Aerials** (showing receptor points)
- **Appendix D** **TNM Modeling Files and PDF of the NSR** (on disc, including “Read Me” file)

Figure 18-4 Example PD&E Noise Study Report Outline

EXAMPLE DESIGN NOISE STUDY REPORT (DNSR) OUTLINE

EXECUTIVE SUMMARY

TABLE OF CONTENTS
- List of Tables
- List of Figures
- List of Appendices

1.0 INTRODUCTION
- 1.1 Project Description (includes Project Location Map)
- 1.2 Summary of PD&E Results and Commitments
- 1.3 Design Improvements (includes comparison to PD&E conceptual design and design typical section[s])

2.0 METHODOLOGY (opening paragraph references regulation, policy and TNM version)
- 2.1 Noise Metrics
  - 2.1.1.1 Traffic Data
- 2.2 Noise Abatement Criteria (includes general discussion and application specific to the project; includes discussion that the PD&E noise analysis determined no substantial increase, if applicable)
- 2.3 Noise Abatement Measures (General discussion identifying noise barriers as only viable abatement measure based on PD&E noise study; includes discussion of minimum reduction requirements and cost reasonable limit)

3.0 TRAFFIC NOISE ANALYSIS
- 3.1 Model Validation (Only if validation update from PD&E noise study is needed)
- 3.2 Predicted Noise Levels and Abatement Analysis (includes, at minimum, a discussion of impacts and noise barrier analysis with each Noise Sensitive Area (NSA); includes selection of recommended noise barrier length and height)
- 3.3 Engineering Feasibility Review (includes discussion on noise barrier modifications to resolve construction conflicts)

4.0 Outdoor Advertising (if applicable, discusses conflicts with outdoor advertising, resolution of conflicts and fulfillment of FDOT responsibilities in accordance with 479.25, F.S.)

5.0 CONCLUSIONS (includes discussion on fulfillment of PD&E commitments and tabulates specifics for each recommended noise barrier to be included in the design plans and constructed with the project)

6.0 CONSTRUCTION NOISE AND VIBRATION

7.0 COMMUNITY COORDINATION (includes results of noise barrier survey specific to each noise barrier or noise barrier system)

8.0 REFERENCES

APPENDICES
- **Appendix A Traffic Data**
- **Appendix B Predicted Noise Levels**
- **Appendix C Aerials** (showing receptor points and noise barriers to be included in design plans)
- **Appendix D Noise Barrier Survey Package**
- **Appendix E Engineering Feasibility Review Form(s)** (if applicable)
- **Appendix F TNM Modeling Files and PDF of the DNSR**

Figure 18-5 Example Design Noise Study Report Outline

COMMON OUTDOOR ACTIVITIES	NOISE LEVEL dB(A)	COMMON INDOOR ACTIVITIES
	---110---	Rock Band
Jet Fly-over at 1000 ft		
	---100---	
Gas Lawn Mower at 3 ft		
	---90---	
Diesel Truck at 50 ft, at 50 mph		Food Blender at 1 m (3 ft)
	---80---	Garbage Disposal at 1 m (3 ft)
Noise Urban Area (Daytime)		
Gas Lawn Mower at 100 ft	**---70---**	Vacuum Cleaner at 10 ft
Commercial Area		Normal Speech at 3 ft
Heavy Traffic at 300 ft	**---60---**	
		Large Business Office
Quiet Urban Daytime	**---50---**	Dishwasher Next Room
Quiet Urban Nighttime	**---40---**	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime		
	---30---	Library
Quiet Rural Nighttime		Bedroom at Night, Concert Hall (Background)
	---20---	
	---10---	
	---0---	
Lowest Threshold of Human Hearing		Lowest Threshold of Human Hearing

Source: California Dept. of Transportation Technical Noise Supplement, Oct. 1998, Page 18.

Figure 18-6 Typical Noise Levels

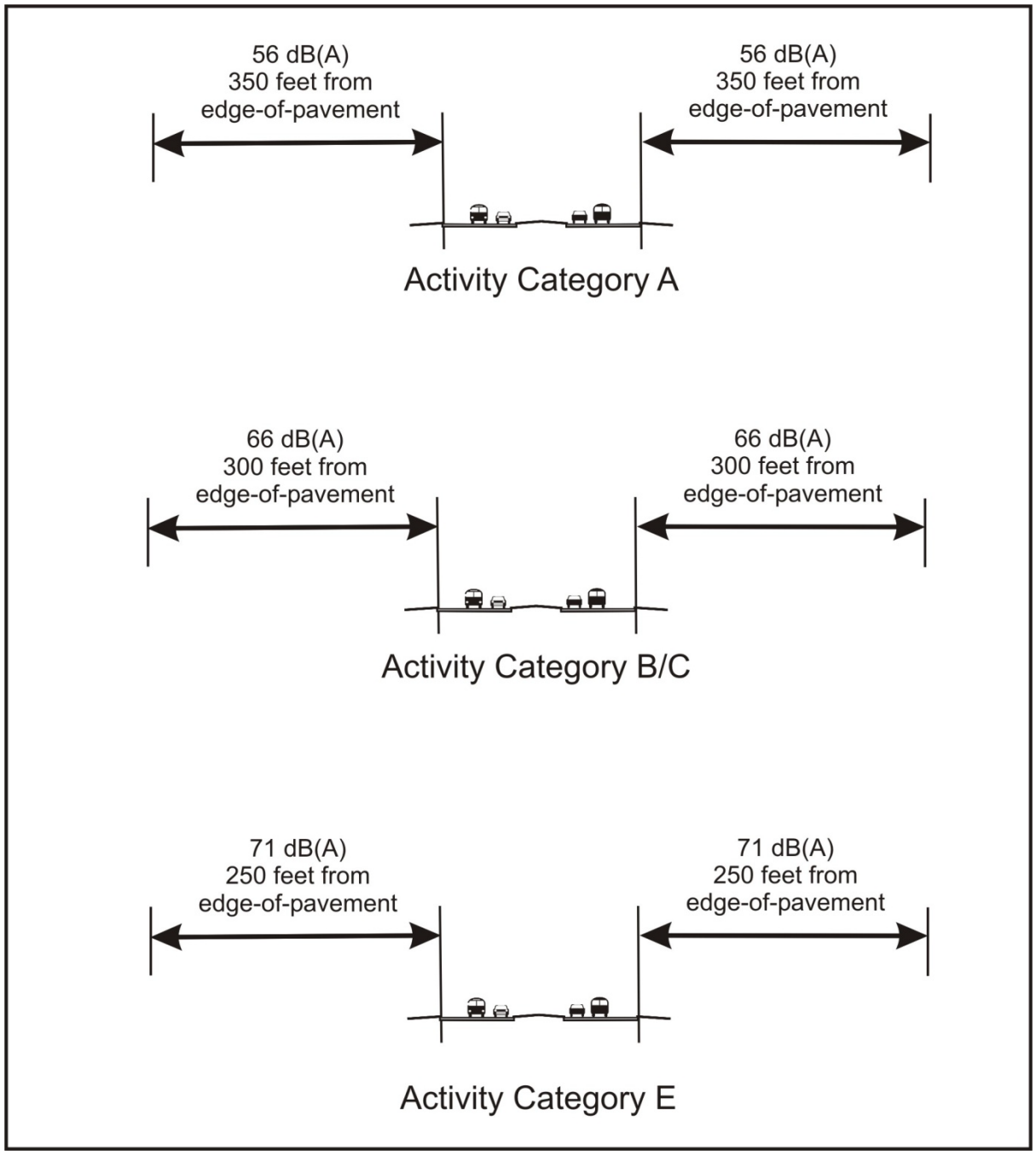


Figure 18-7 Sample Noise Contours

Date

Addressee
Appropriate Growth Management Office
Local Government
City, Florida Zip Code

The Florida Department of Transportation (FDOT) has received approval of (**INSERT LDCA or SEIR APPROVAL HERE**) for the Project Development and Environment (PD&E) Study for **(INSERT PROJECT NAME HERE**). As part of the PD&E Study, a traffic noise study was performed. Consistent with applicable federal regulations and state policies, attached is a copy of the Final Noise Study Report/Design Noise Study Report (Choose one as appropriate). (**INSERT APPROPRIATE SECTION/TABLE/FIGURE HERE**) contains information related to the estimated distance from the edge of the nearest travel lane for the improved roadway where traffic noise impacts are predicted to occur in the future design year for the project for the different land use categories contained in the Federal Highway Administration (FHWA) and FDOT Noise Abatement Criteria (NAC).

This information is being provided to assist the local planning agency and developers in the prevention of future traffic noise impacts on lands which are currently undeveloped. The Date of Public Knowledge for the project is the date of approval of the Environmental Document for the project. The FDOT is not responsible for providing noise abatement for noise sensitive land uses that are permitted for construction after that date. Upon request, the FDOT may provide additional available materials and technical guidance related to noise compatible land use planning to assist the local agencies and developers in this regard.

Sincerely,

(INSERT DISTRICT NOISE SPECIALIST/FDOT PM NAME HERE)

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.

Figure 18-8 Sample Noise Study Report Transmittal Cover Letter

Noise	Vibration
Eye Centers/Clinics	Eye Centers/Clinics
Medical Centers	Medical Centers
Hospitals	Hospitals
Geriatric Centers	Geriatric Centers
Sound Recording Studios	Sound Recording Studios
TV/Radio Stations	TV/Radio Stations
Residences	Residences
Technical Laboratories	Technical Laboratories
Hearing Testing Centers	Antiques Shops
Theaters	Museums
Schools	Historic Buildings
Motels/Hotels	
Funeral Homes	
Libraries	
Meditation Centers	
Churches/Shrines	
Parks	
Day Care Centers	
Outdoor Theaters	
Note: This list is not meant to be all inclusive or exclusive, but rather an indication of the type of sites likely to be sensitive to construction noise and/or vibration.	
Source: FDOT Noise and Vibration Task Team; August 17, 1999.	

Figure 18-9 Construction Noise and Vibration Sensitive Sites

Noise Study Report

Florida Department of Transportation

District X

Project Title

Limits of Project

County, Florida

Financial Management Number: XXXXX-X

ETDM Number: XXXXXX

Date

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and FDOT.

(Signature Block as Needed)

Figure 18-10 Sample Noise Study Report Cover Sheet for Federal Projects

WestCity FP Shops, LLC &
WestCity FP Shops Property Owners Association, Inc.
9293 NW 15 St.
Coral Springs, FL 33071-6048

December 2, 2025

City of Ft. Pierce Commissioners
City Hall
100 N. US 1
Fort Pierce, FL 34950

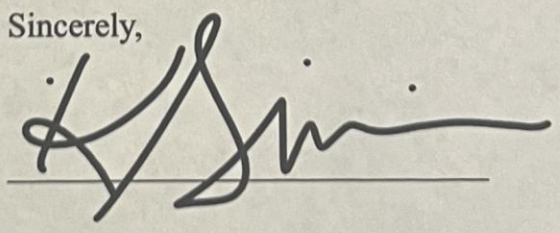
RE: Pulte-Cornerstone Planned Development

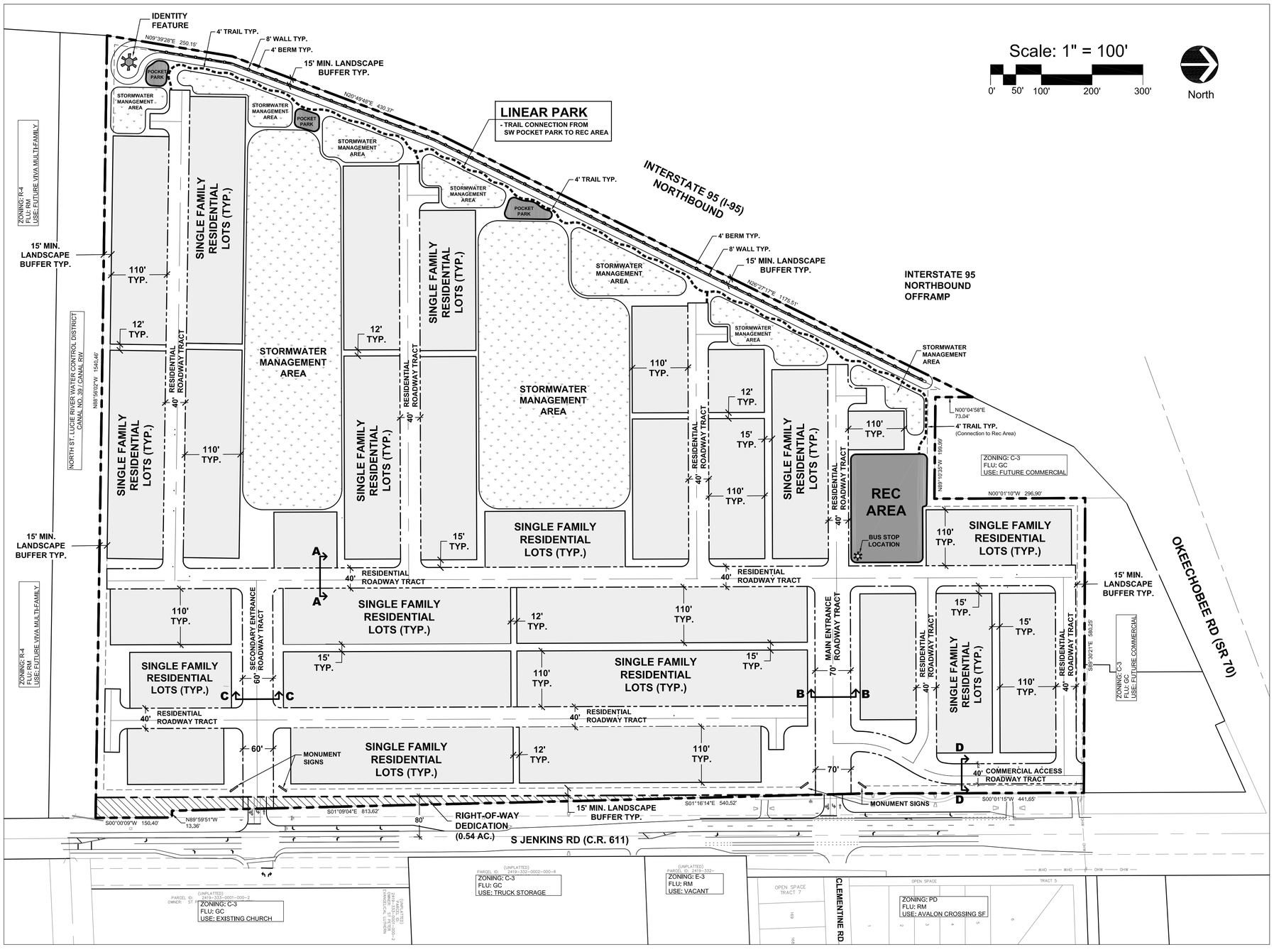
Dear Mayor and City Commissioners,

WestCity FP Shops, LLC and WestCity FP Shops Property Owners Association, Inc. (together "WestCity") own commercially zoned land located just southeast of the interchange at I-95 and Okeechobee Road. Just south of WestCity's property is property owned by Cornerstone Fort Pierce Development, LLC, which currently is going through the City approval process for the Pulte-Cornerstone Planned Development ("PD").

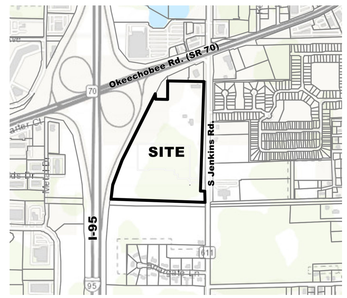
The site plan for Pulte-Cornerstone PD includes a vehicular access drive giving access to WestCity's land. Approval of the Pulte-Cornerstone PD with the access drive will help support future commercial development on WestCity's property. WestCity is in support of the application for the Pulte-Cornerstone PD and asks that the City grant master and final planned development approval for this project.

Sincerely,





Location Map



Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Minimum Open Space (20%): (49.38 X 20%)	9.87 Ac. / 430,202 SF
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	250 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

Maximum Density: (RM) 5 DU / Ac. (49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:	250 Units
Proposed Gross Site Density:	5 DU / Ac.

Lot Dimensional Standards

	Lot Type A	Lot Type B
Lot Area	4,400 sf Min.	3,300 sf Min.
Depth	110'	110'
Width	40' Min.	30' Min.
Lot Coverage	55% Max.	50% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Legal Description

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

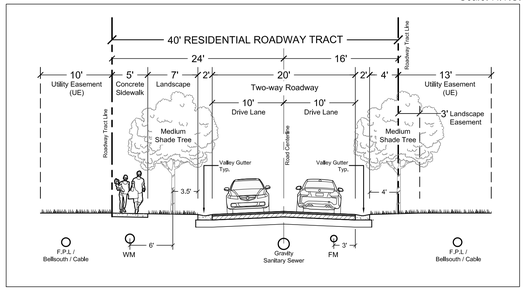
THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

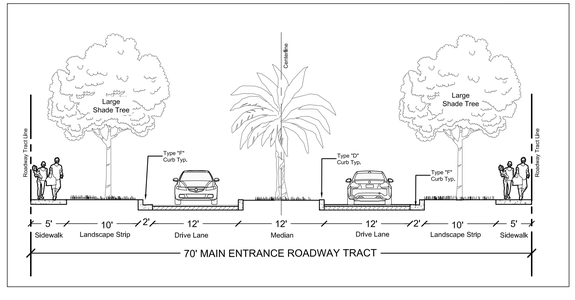
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



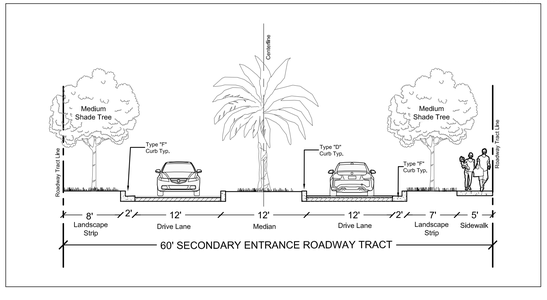
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



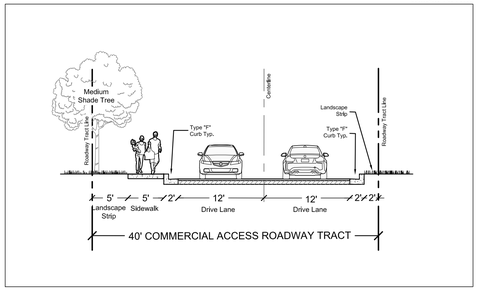
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Pulte Cornerstone

Florida

City of Fort Pierce
Master PD Site Plan

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The following drawings are Instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	11-15-2024
	2-14-2025 6-13-2025
Revision Dates	
	11-14-25 (Revised Bus Stop Location)
	12-4-25 (Revised Side Corner Setback In table)

MSP-1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: PD2024-00007 - Pulte-Cornerstone Master PD - 2721 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 4th, 2026

NOTICE BY MAIL: December 23rd, 2025

NOTICE BY SIGNS: January 6th, 2026

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE:  **DATE:** January 6th, 2026

Cornerstone Fort Pierce Dev/ECHO Real Estate
560 Epsilon Dr
Pittsburgh, PA 15238-2815

WestCity FP Shops LLC
9293 NW 15th ST
Coral Springs, FL 33071-6048

Viva Communties At Treasure Coast West LLC
365 Route 59, Unit Ste 110
Airmont, NY 10952-3460

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Kronos LLC/William G Angelos
1708 Coconut Dr
Fort Pierce, FL 34949-3439

NSLRWCD
14666 Orange AVE
Fort Pierce, FL 34945-4511

Acencion Covarrubias Santoyo
2201 Barbara AVE
Fort Pierce, FL 34982-6443

Avalon Crossing Master HOA Inc
601 N Congress AVE, Unit Ste 302
Delray Beach, FL 33445-4639

OkeeJen LLC & S and S Rentals B LLC
1870 Aloma AVE, Unit Ste 250
Winter Park, FL 32789-4049

Building Hope South Jenkins Road LLC
1730 Pennsylvania Ave NW, Unit Ste 250
Washington, DC 20006-4736

St Peter Evangelical Luthern
2900 S Jenkins RD
Fort Pierce, FL 34981-4427

Cynthia Armstrong Bowling
714 Pomegranate PL
Fort Pierce, FL 34981-5339

Sarah-Lynn Dias
712 Pomegranate PL
Fort Pierce, FL 34981-5339

Chevaughn Maitland
710 Pomegranate PL
Fort Pierce, FL 34981-5339

Andrew Michael Handler
708 Pomegranate PL
Fort Pierce, FL 34981-5339

Lashonda Nicole Phillips
706 Pomegranate PL
Fort Pierce, FL 34981

Andrea Headley
704 Pomegranate PL
Fort Pierce, FL 34981-5339

Mario Sanchez
702 Pomegranate PL
Fort Pierce, FL 34981-5339

S R BACHER ENTERPRISES LLC
1821 N US Highway 1
Fort Pierce, FL 34946-1498

Marie Suze Louis
367 Clementine RD
Fort Pierce, FL 34981-5334

Scheila B Berres
365 Clementine RD
Fort Pierce, FL 34981-5334

Ronnie L King
363 Clementine RD
Fort Pierce, FL 34981-5334

Yoidel Alfonso
715 Pomegranate PL
Fort Pierce, FL 34981-5339

Clifford George Graham
2450 SE Addison ST
Port St Lucie, FL 34984-5251

Home Depot Usa Inc/Property Tax Dept #0283
PO Box 105842
Atlanta, GA 30348-5842

Kimberly Nina Ortiz Boyd
709 Pomegranate PL
Fort Pierce, FL 34981

Mercedes Nunez-De Cruz
707 Pomegranate PL
Fort Pierce, FL 34981

Trevor James Butts
705 Pomegranate PL
Fort Pierce, FL 34981-5339

Livendy Dorcin
703 Pomegranate PL
Fort Pierce, FL 34981-5339

Emma Miles
711 Pomegranate PL
Fort Pierce, FL 34981-5339

Wiltona Tamika Watson
713 Pomegranate PL
Fort Pierce, FL 34981-5339

La Granja Seafood Inc
6032 SE 116th Pl
Okeechobee, FL 34974

Abdul M Maqsudi
359 Clementine RD
Fort Pierce, FL 34981-5334

Waffle House Inc
5986 Financial DR
Norcross, GA 30071-2949

Harold A Guardia
357 Clementine RD
Fort Pierce, FL 34981-5334

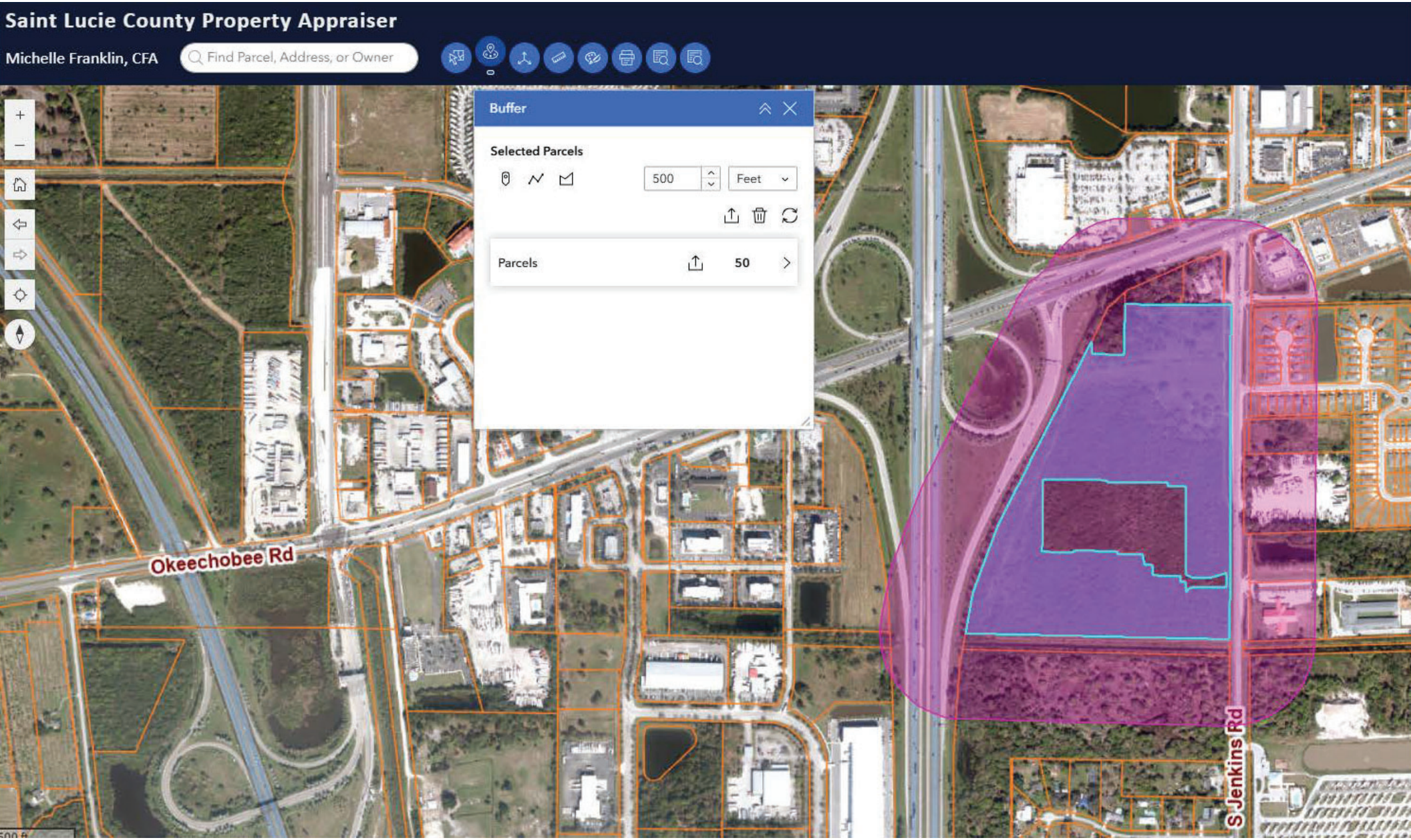
Fort Pierce Commercial Prop
321 Royal Poinciana Plaza
Palm Beach, FL 33480

Richard E Bonvie
4567 W Tradewinds Ave
Lauderdale by the Sea, FL 33308

SRI Real Estate Properties LLC/McClain SDI LLC
PO Box 2128
Ridgeland, MS 39158-2128

Loretta Darlene Shepherd
355 Clementine RD
Fort Pierce, FL 34981-5334

Racetrac Petroleum Inc/Silver Oak Advisors
PO Box 2437
Smyrna, GA 30081-2437


Saint Lucie County Property Appraiser
Michelle Franklin, CFA
Find Parcel, Address, or Owner
Buffer
Selected Parcels
500
Feet
Parcels
50
Okeechobee Rd
S Jenkins Rd

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VENNIS GILMORE, SENIOR PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 2ND RESUBMITTAL - PULTE-CORNERSTONE MASTER PD & DEVELOPMENT AGREEMENT

CAO RLS FILE: RLS 25-414

DATE: JANUARY 5, 2026

I have reviewed the above Request for Legal Services (RLS) related to the resubmission of the Master PD Ordinance and PD Development Agreement for the Pulte Cornerstone Planned Development. After consultation with the City Manager, the Planning Department, and the Pulte Development team and their legal counsel, changes have been made to the Ordinance and the Agreement. The Owner and Applicant have signed the Agreement. The final version of the Ordinance and the signed Agreement have been uploaded to Agenda Quick for your utilization.

As uploaded to Agenda Quick, the Ordinance and the Agreement are approved as to legal form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

Received
JAN 14 2026
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 01/04/2026
SCN tcpalm.com 01/04/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/04/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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Tax Amount:	$0.00	
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Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Tuesday, January 20th, 2026 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, February 2nd, 2026 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-037 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA FROM (C-3) GENERAL COMMERCIAL ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE WITH A MASTER PLANNED DEVELOPMENT SITE PLAN; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
January 4 2026
LSAR0430126

About Cornerstone

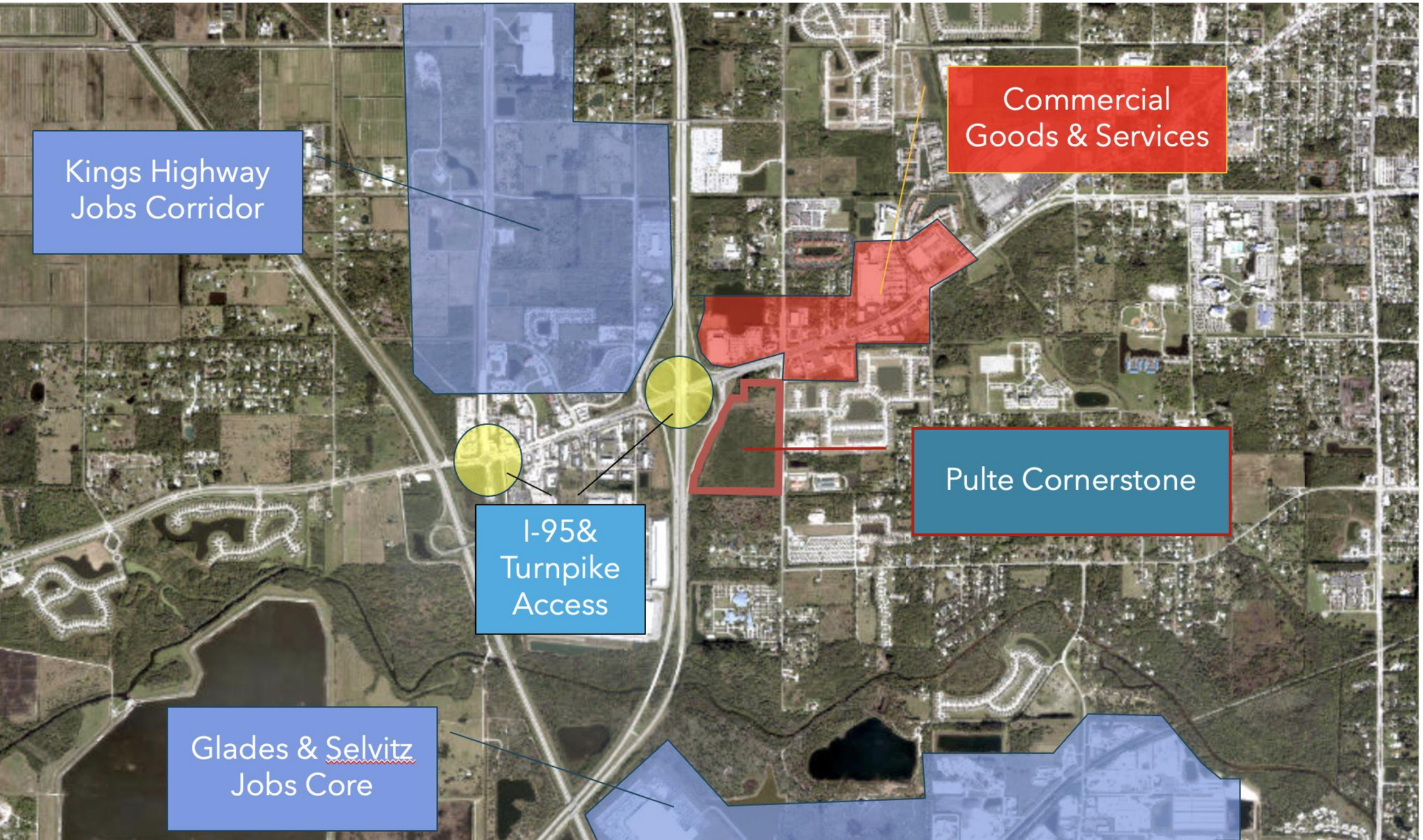
- Leverages a high visibility site to establish a welcome feature while providing needed housing close to interstate and Turnpike access, and the King's Highway Jobs Corridor

- At 5 units per acre, the proposed residential use is projected to generate roughly ***88%*** less traffic than the previous Future Land Use

- Designed to encourage active use of the entire community with tree lined streets, shaded nature trail and lake vistas

DISTRICT
PLANNING
GROUP

Why this Location?



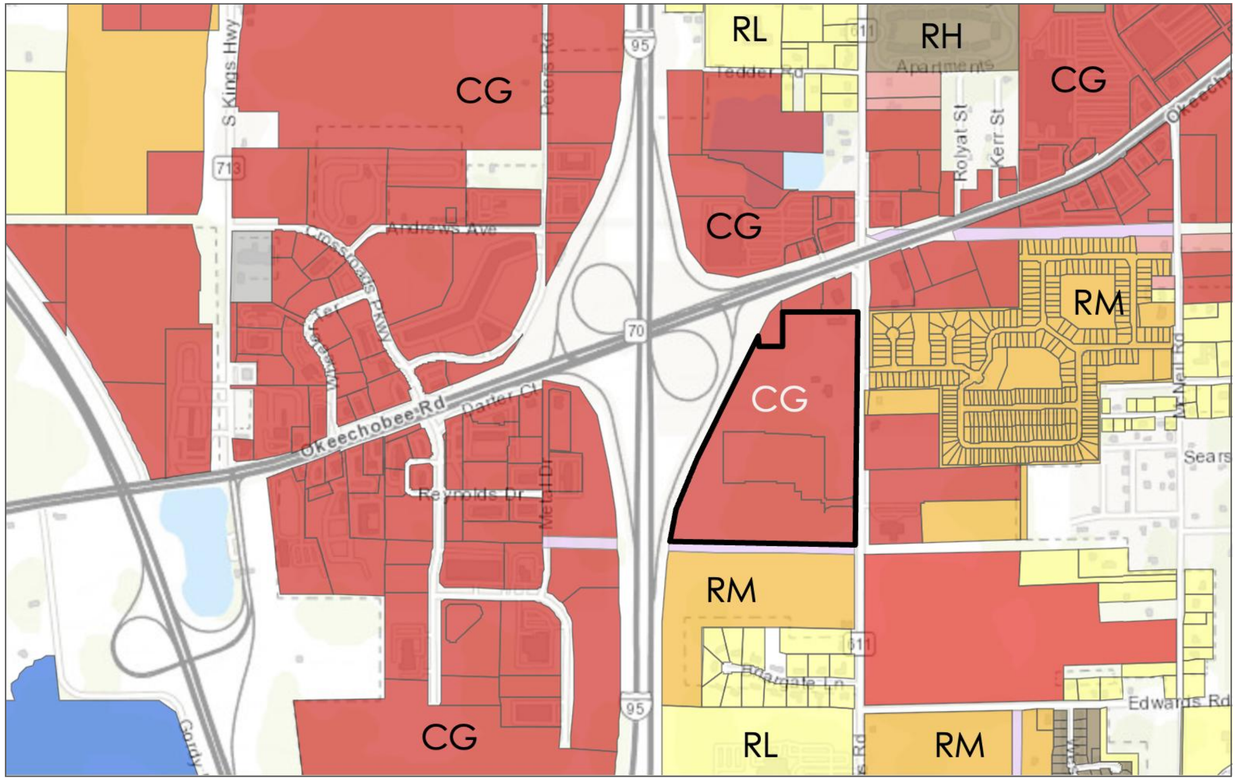
DISTRICT PLANNING GROUP

Project Process

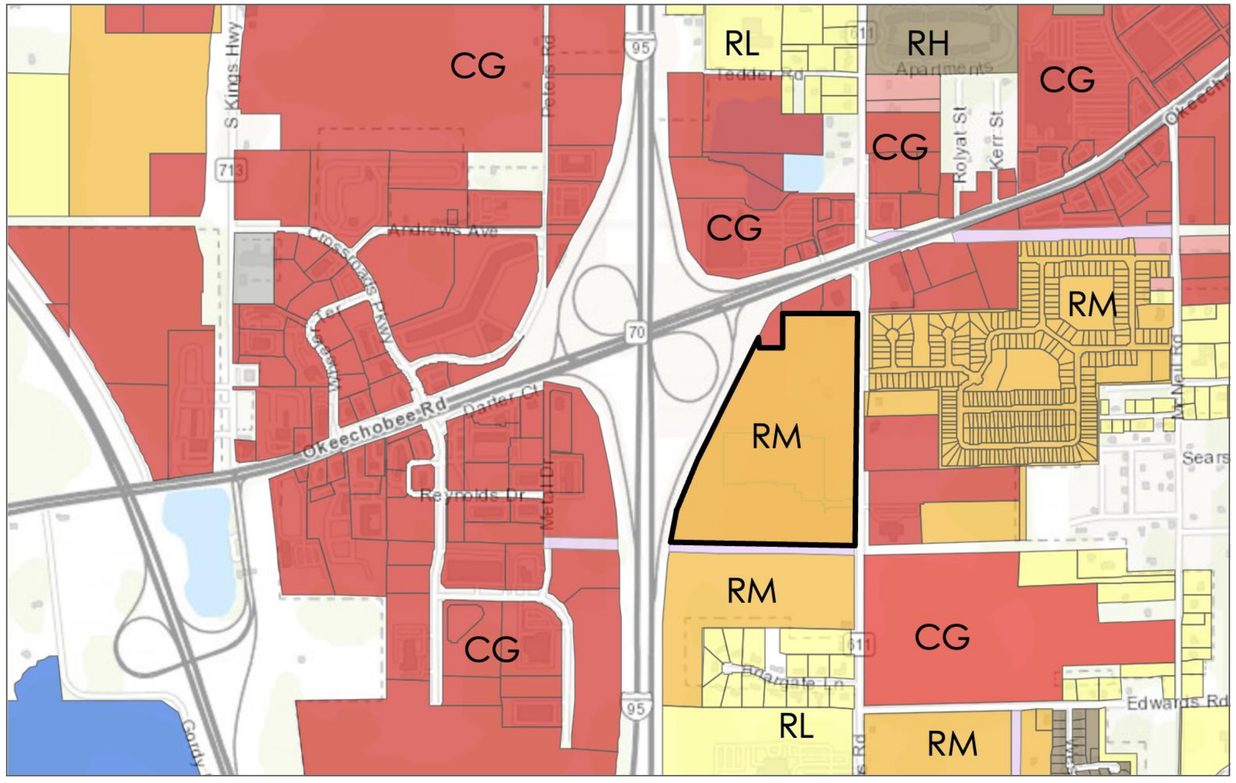
- The project requires both a FLUMA and a Rezoning to Planned Development
- The Planning Board recommended ***approval*** of the FLUMA ***unanimously*** in December 2024.
- The Planned Development process is ***two steps***, Master and Final: and this is the **Master** Planned Development.
- The Planning Board held a Public Hearing on this **Master** Planned Development on November 10, 2025, recommending **approval with conditions.**

DISTRICT PLANNING GROUP

Future Land Use: Current & Proposed



CURRENT FUTURE LAND USE



PROPOSED FUTURE LAND USE

DISTRICT PLANNING GROUP

Future Land Use Map Amendment: Standards

- Results in an orderly development pattern & consistent with existing uses and adjacent FLUs
- Surrounded to the east and south by the proposed Future Land Use designation: Residential Medium (RM)

Consistency with the Comprehensive Plan

- The proposed Amendment is consistent with all Elements of the City's Comprehensive Plan; specifically, Policy 1.1.3: *The City shall ensure that future land use designations are compatible with adjacent land uses both within and outside the City boundary.*

DISTRICT PLANNING GROUP

Future Land Use Map Amendment: Traffic Impacts

EXISTING CG FUTURE LAND USE

Permits commercial intensity generating up to **45,436** daily trips

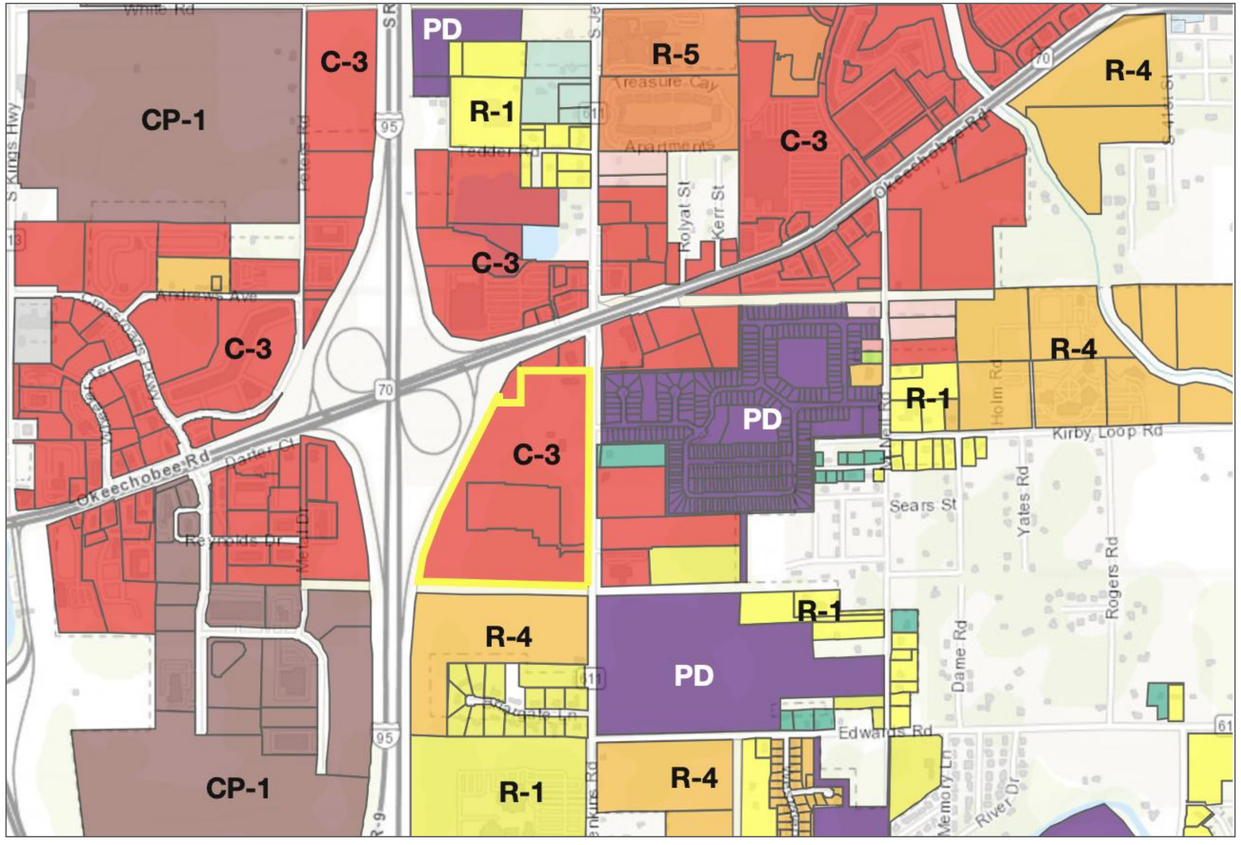
PROPOSED RM FUTURE LAND USE

Permits residential density generating up to **5,350** daily trips

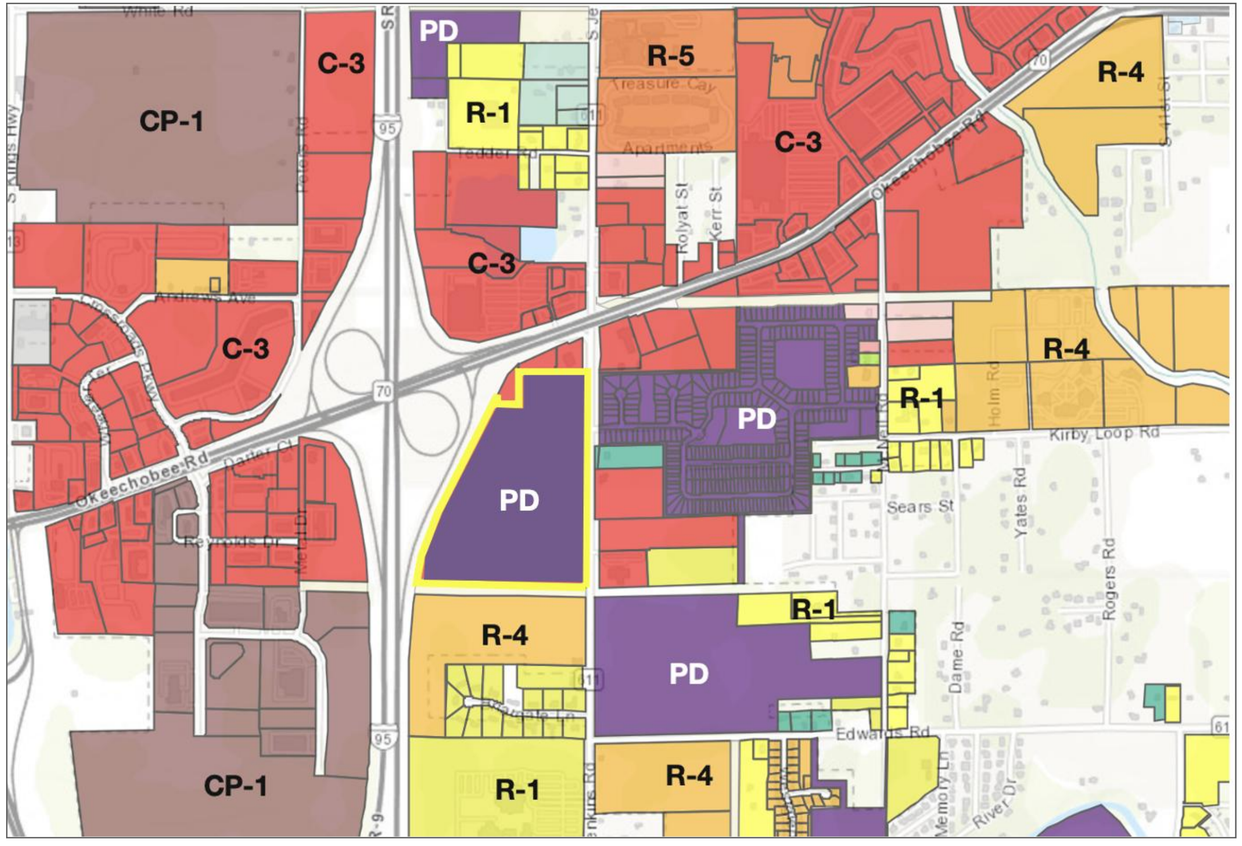
Amending Future Land Use from CG to RM results in a net REDUCTION of 40,086 potential trips

DISTRICT PLANNING GROUP

Master Planned Development: Current & Proposed Zoning



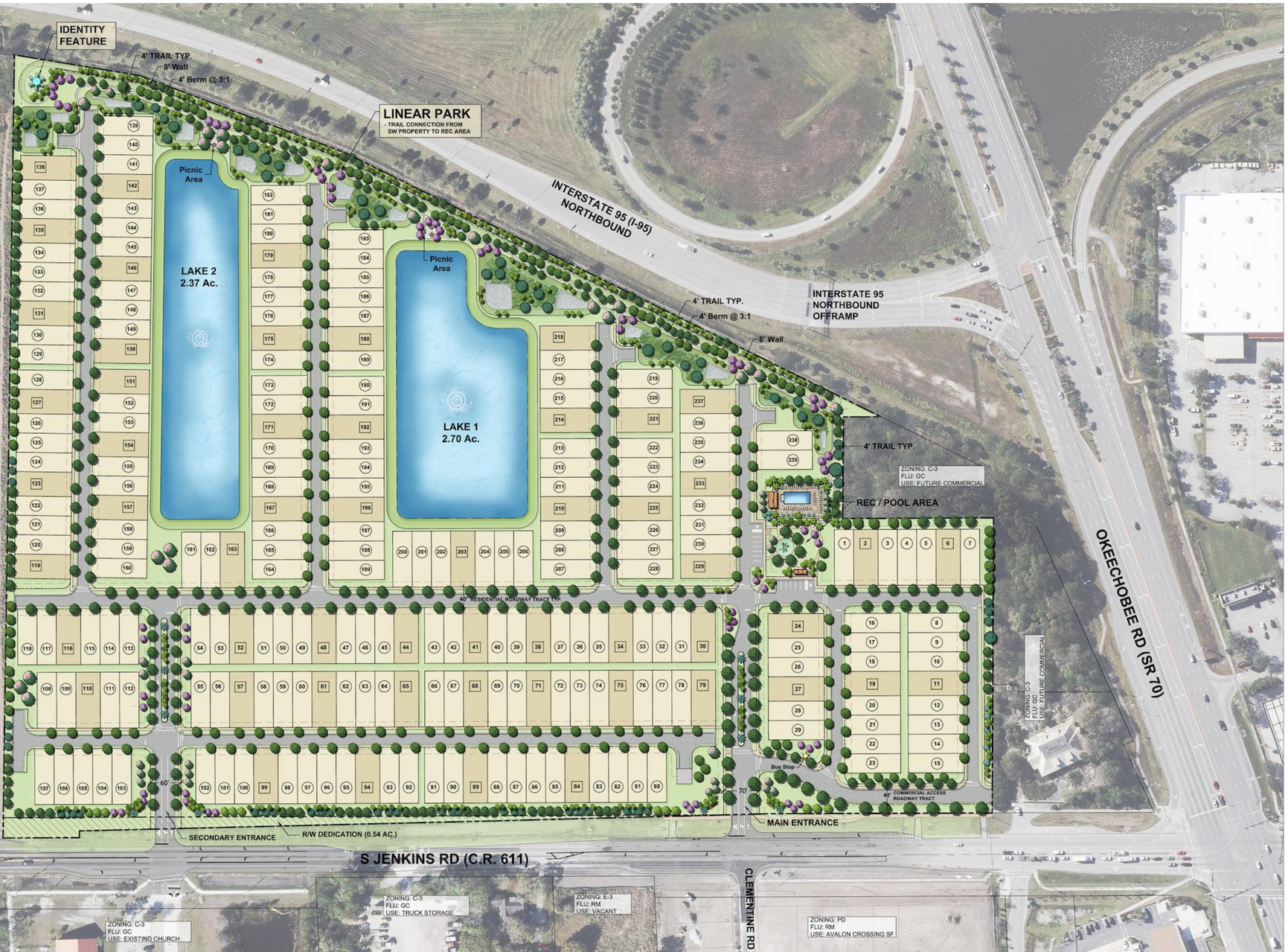
CURRENT ZONING



PROPOSED ZONING

DISTRICT PLANNING GROUP

High Quality Site Design

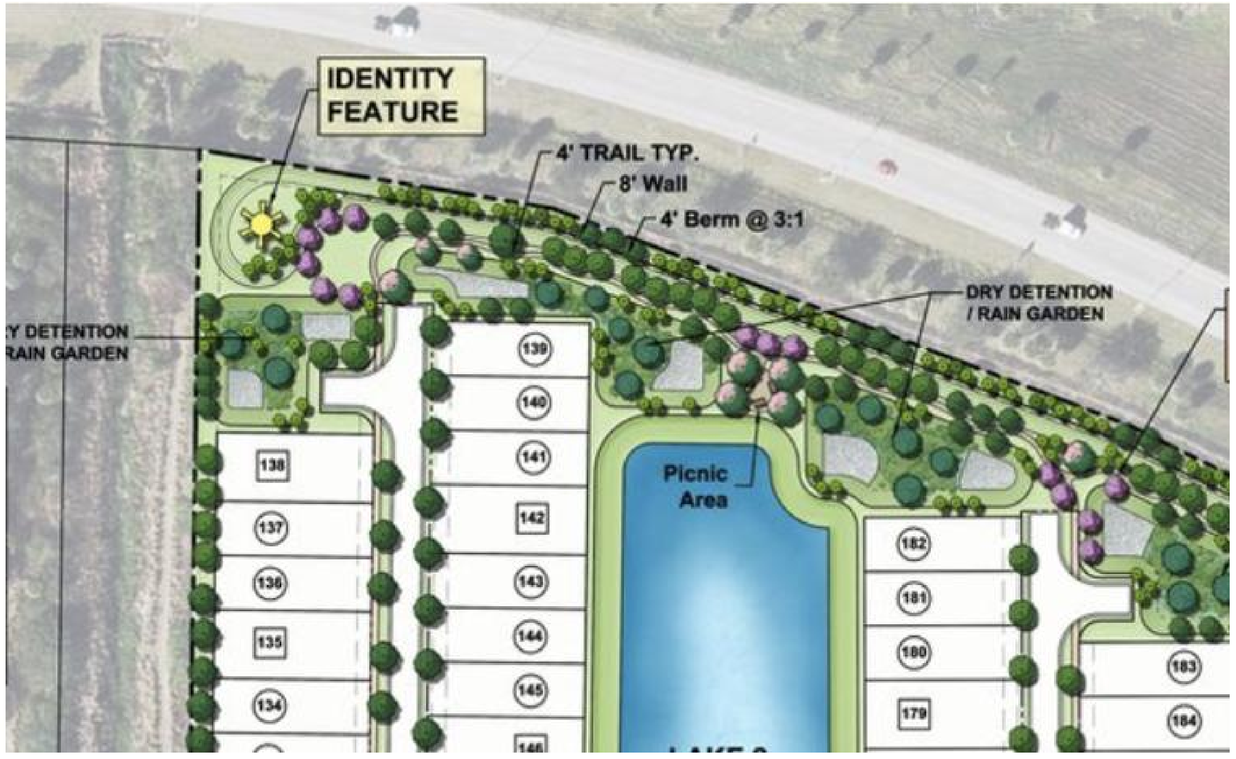


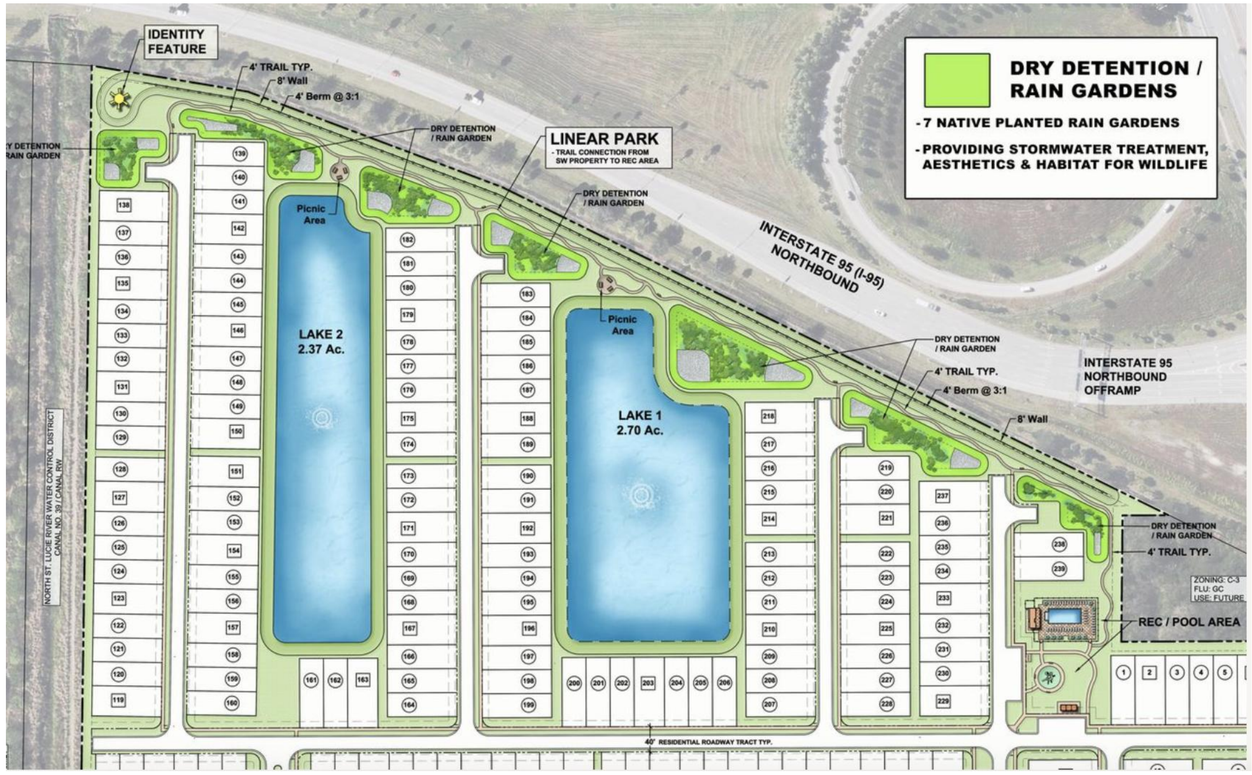
Highlights:

- Linear park provides a green buffer from I-95 while enhancing visual appeal and livability
- Stormwater features are integrated into the landscape as functional, attractive community assets.
- Grid pattern reflects walkable historic Fort Pierce neighborhoods

DISTRICT PLANNING GROUP

Amenities & Community Features





Highlights:

- Identity feature viewable from I-95 anchors the community park and welcomes travelers to Fort Pierce
- Landscaped walking trails and bioswales double as aesthetic and environmental amenities
- Rain gardens provide stormwater benefits and enhance the neighborhood’s beauty
- Pool and picnic area support recreation and social gathering opportunities

DISTRICT PLANNING GROUP

Amenities & Community Features



DISTRICT
PLANNING
GROUP

Rain Garden Example

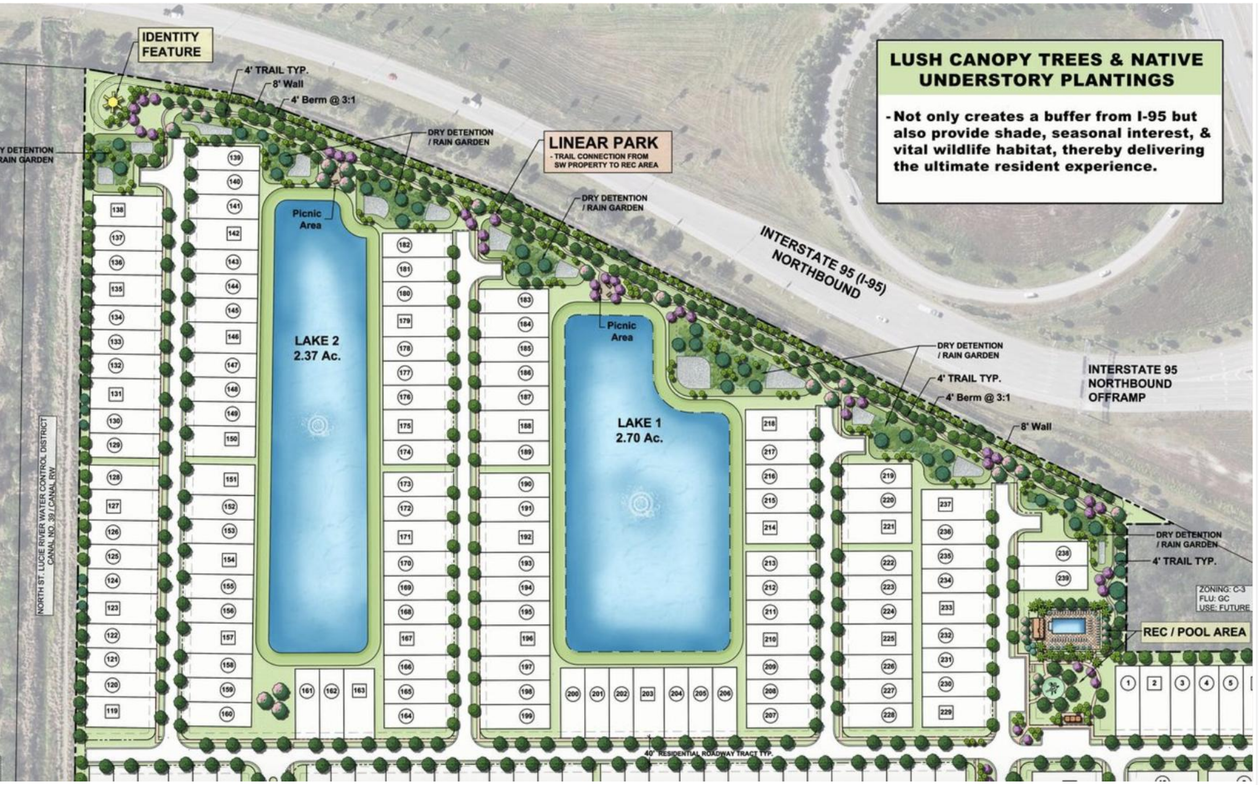


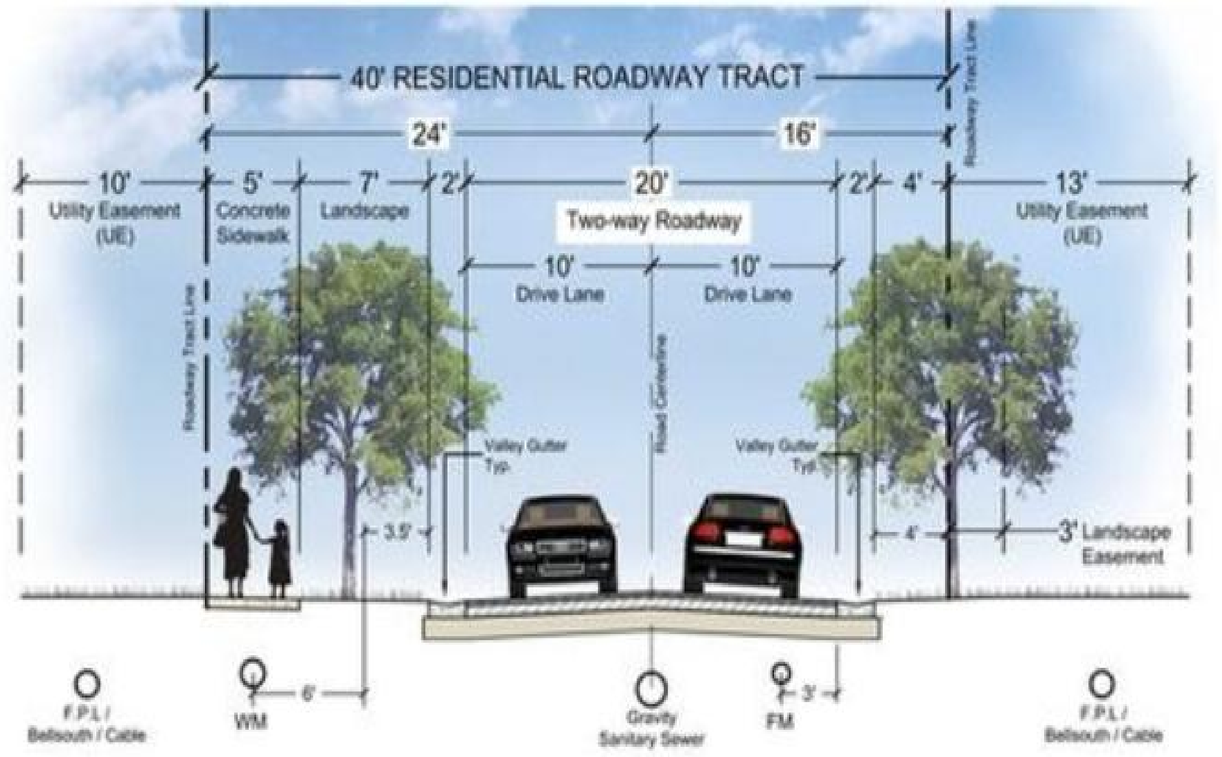
Highlights:

- Dry Detention swales become community amenities when developed as rain gardens
- Improves water quality
- Creates habitat for birds and wildlife
- Beautifies landscape vistas with layers of trees and grasses

DISTRICT PLANNING GROUP

Shaded, Walkable, & Green



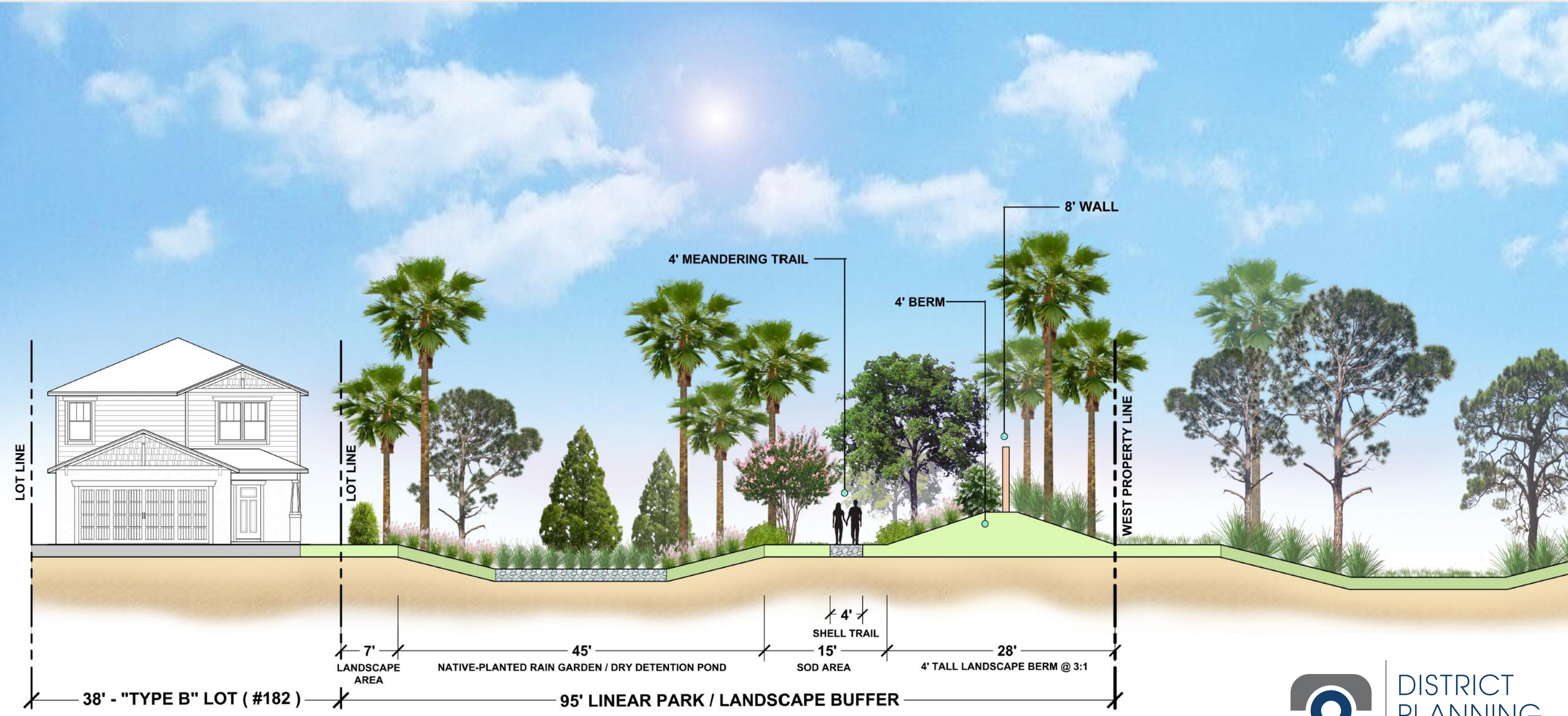


Highlights:

- Tree-lined internal roadways enhance comfort, shade, and beauty — with a minimum of 1 tree per 50 feet
- Safe, accessible walking paths promote active lifestyles and community connection
- Narrow internal grid pattern streets lined with trees create traffic calming and limit vehicle speeds, naturally

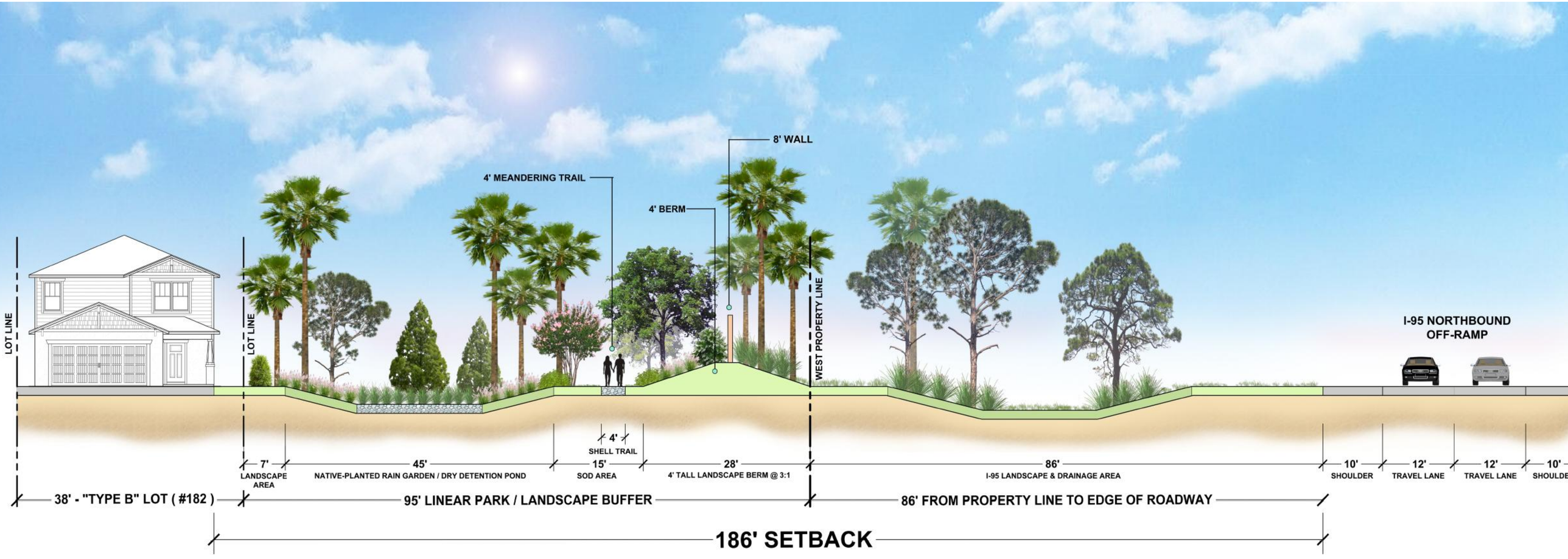
DISTRICT PLANNING GROUP

West Property Section: Distance from Property Line



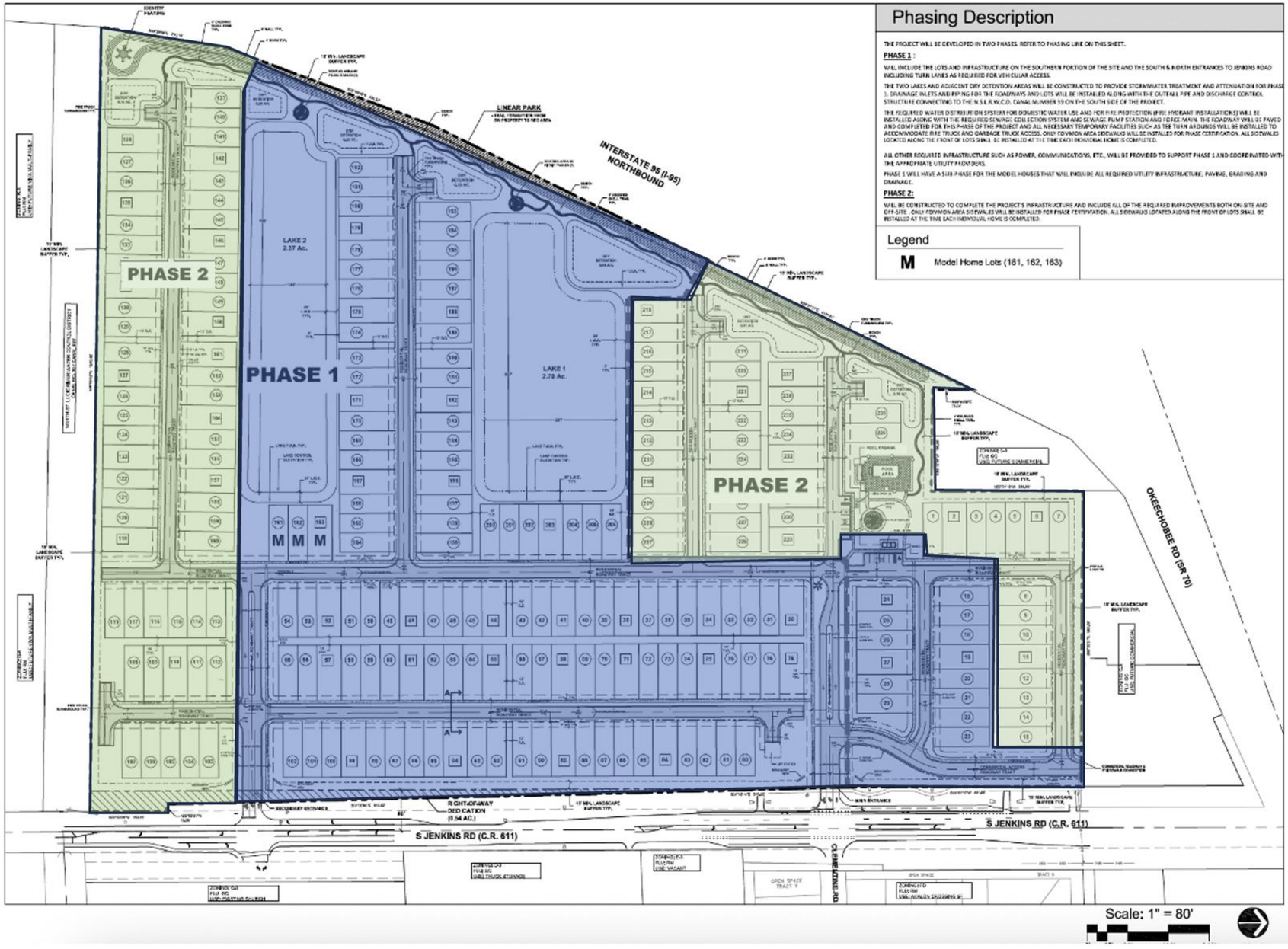
DISTRICT PLANNING GROUP

West Property Section: Distance from I-95



DISTRICT PLANNING GROUP

Phasing Plan



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

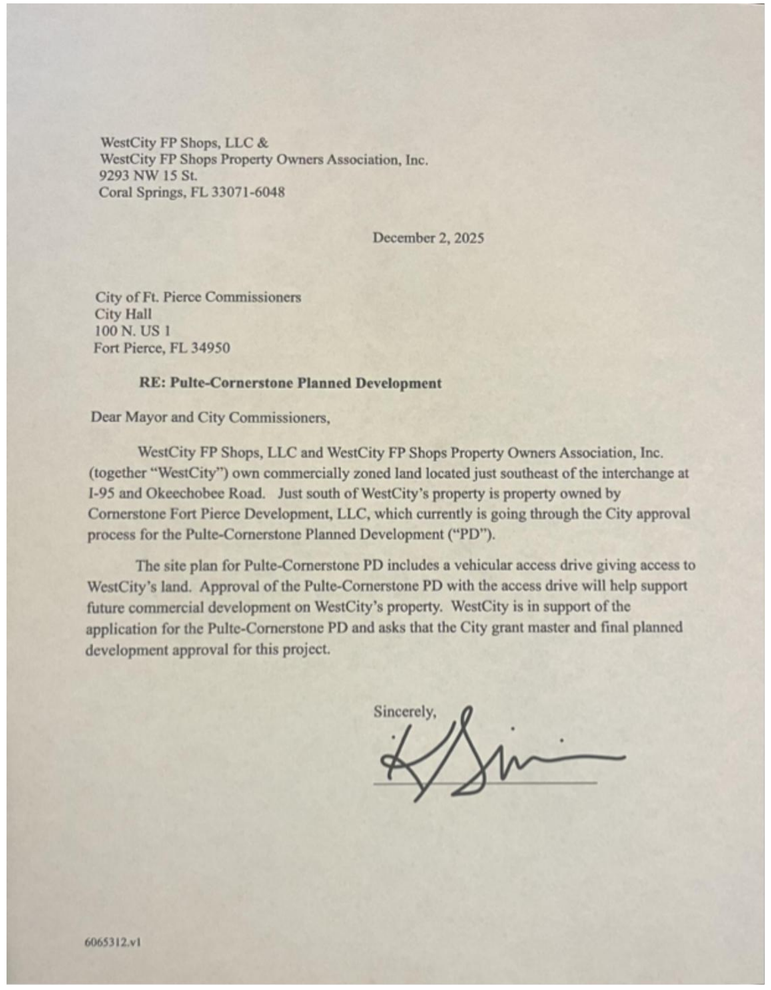
Pulte Cornerstone
City of Fort Pierce Florida
PD Phasing Plan

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	08-13-2025
Revision Dates	09-02-2025

PH-1

DISTRICT PLANNING GROUP

Commercial Parcel Access Easement



WestCity FP Shops, LLC &
WestCity FP Shops Property Owners Association, Inc.
9293 NW 15 St.
Coral Springs, FL 33071-6048

December 2, 2025

City of Ft. Pierce Commissioners
City Hall
100 N. US 1
Fort Pierce, FL 34950

RE: Pulte-Cornerstone Planned Development

Dear Mayor and City Commissioners,

WestCity FP Shops, LLC and WestCity FP Shops Property Owners Association, Inc. (together "WestCity") own commercially zoned land located just southeast of the interchange at I-95 and Okeechobee Road. Just south of WestCity's property is property owned by Cornerstone Fort Pierce Development, LLC, which currently is going through the City approval process for the Pulte-Cornerstone Planned Development ("PD").

The site plan for Pulte-Cornerstone PD includes a vehicular access drive giving access to WestCity's land. Approval of the Pulte-Cornerstone PD with the access drive will help support future commercial development on WestCity's property. WestCity is in support of the application for the Pulte-Cornerstone PD and asks that the City grant master and final planned development approval for this project.

Sincerely,

6065312.v1

Access Easement Status:

- Access easement agreement has been agreed-to and signed by both parties
- Agreement has been provided to City
- Held in escrow until closing, when it will be recorded



DISTRICT PLANNING GROUP

Summary

- Delivers **high-quality, lower-density housing** with a mix of home types to meet diverse community needs
- Helps **alleviate the region's housing shortage** through thoughtful residential development
- Creates a **resilient, amenity-rich neighborhood** with **convenient access to schools, jobs, and essential services**
- Features **safe, shaded sidewalks** that support walkability and safe school bus wait areas

DISTRICT PLANNING GROUP

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 02/02/2026

Re: Approval of Resolution and Purchase Agreement with Lawmen's and Shooters' Supply, Inc. for Bid No. 2024-025 - Service Pistol Purchase - Police Department

Submitted For: Madison White, Purchasing Agent, Finance Department

---

SUBJECT:

Resolution 26-R06 Declaring Service Firearms Surplus and approving the Purchase Agreement for Service Pistols pursuant to Bid No. 2024-025 in the amount of $225,418.30.

SUMMARY:

This item requests City Commission approval of a Resolution and associated Agreement for Bid No. 2024-025 – Service Pistol Purchase for the Police Department. On January 6, 2025, the City Commission authorized the award of Bid No. 2024-025 – Service Pistol Purchase for the Police Department to Lawmen’s and Shooter’s Supply, Inc.

The Resolution declares the service firearms being traded in as surplus and, based upon that declaration, authorizes execution of the Agreement documenting the contractual terms and conditions for the service pistol procurement for the Police Department.

The total value of the Agreement, inclusive of the purchase of firearms and accessories and the trade-in allowance for City-owned firearms, shall not exceed **$225,418.30**. The Agreement includes a trade-in allowance credit in the amount of **$61,454.00**, which is applied against the purchase price and does not constitute a payment by the City. Accordingly, the City’s net financial obligation under the Agreement shall not exceed **$163,964.30**.

The Resolution includes the Agreement as **Exhibit A** and an Asset Disposition Form as **Exhibit B**. The Agreement includes the statement of work, a listing of items purchased, a detailed cost breakdown (including any changes to items received), and the vendor’s submittal. The Agreement has been reviewed and approved by the City Attorney’s Office. Approval of this item formalizes the Agreement in alignment with the previously approved award and ratifies the acquisition conducted pursuant to that approval.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the commission.

RESPONSIBLE STAFF:

Major Eric Chan, Project Manager,

COORDINATED WITH:

City Attorney's Office
Purchasing Division
Police Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 0013002-564100
Amount: 170,051.40
OTHER INFORMATION:

The funding source will be from unused Public Works capital funds. However, the items will be a police department asset.

Attachments

Resolution - Word Verson
Exhibits to Resolution - Purchase Agreement
Memo - City Attorney
Agenda Item 11.f.

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **APPROVING THE PURCHASE AGREEMENT FOR SERVICE PISTOLS FOR THE FORT PIERCE POLICE DEPARTMENT; DECLARING CERTAIN POLICE DEPARTMENT SERVICE FIREARMS AS SURPLUS PROPERTY AND AUTHORIZING THEIR TRADE-IN** PURSUANT TO BID NO. 2024-025 – SERVICE PISTOL PURCHASE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Bid No. 2024-025 to allow the City of Fort Pierce Police Department to transition its currently issued service firearms and related equipment to updated models and accessories; and

WHEREAS, pursuant to Bid No. 2024-025, the City solicited qualified firms to facilitate the transition of the Fort Pierce Police Department's current firearms to updated models and supporting accessories; and

WHEREAS, on October 1, 2024, Lawmen's & Shooter's Supply, Inc. (the "Contractor") submitted a bid in response to Bid No. 2024-025; and

WHEREAS, on January 6, 2025, the City Commission authorized the award of Bid No. 2024-025 to the Contractor; and

WHEREAS, the Purchase Agreement for Service Pistols for the Fort Pierce Police Department ("Agreement"), attached hereto as Exhibit "A" and incorporated herein by reference, contains the negotiated terms between the City and the Contractor; and

WHEREAS, the Agreement formalizes the understanding between the City and the Contractor; and

WHEREAS, the Fort Pierce Police Department received firearms and related accessories contemplated in the Agreement in May and July of 2025 from the Contractor; and

WHEREAS, the Fort Pierce Police Department still seeks to receive firearm accessories, as contemplated in the Agreement; and

WHEREAS, the City issued payments in the amount of $167,964.30 for the firearms and related accessories, as contemplated in the Agreement; and

WHEREAS, as part of the Agreement, the City is given a trade-in credit from the Contractor for certain City-owned service firearms as a trade-in credit toward the purchase of new firearms and accessories; and

WHEREAS, the City Commission must declare such service firearms as surplus property in order to lawfully dispose of them and apply their value as a trade-in credit; and

WHEREAS, the specific service firearms to be declared surplus are identified in the Fixed Asset Control Form attached hereto as Exhibit "B", which is incorporated herein by reference; and

WHEREAS, the City Commission finds that declaring the Police Department's currently issued service firearms as surplus and authorizing their trade-in toward the purchase of replacement firearms will reduce the City's overall costs by approximately **$61,454.00**, resulting in significant savings on the acquisition of new firearms, and. ,is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The foregoing finds are incorporated by reference and made a part hereof.

SECTION 2. The City Commission of the City of Fort Pierce approves and authorizes the Purchase Agreement for Service Pistols for the Fort Pierce Police Department in Exhibit "A".

SECTION 3. The service firearms identified in the Fixed Asset Control Form in Exhibit "B" are hereby declared surplus property of the City of Fort Pierce.

SECTION 4. The City Commission authorizes the trade-in of said service firearms to Lawmen's & Shooter's Supply, Inc., in accordance with the terms of the Purchase Agreement for Service Pistols for the Fort Pierce Police Department.

SECTION 5. That the Mayor and the City Manager, City Attorney, and City Clerk, or their designees, are hereby authorized to take all necessary actions to carry out the intent of this Resolution, including execution of related documents.

SECTION 6. This Resolution shall become effective immediately upon adoption.

Attached: Exhibit A – Purchase Agreement for Service Pistols for the Fort Pierce Police Department
Exhibit B – Asset Disposition Form

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2025

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

_____
Sara Hedges
City Attorney

EXHIBIT “A”

PURCHASE AGREEMENT FOR SERVICE PISTOLS FOR THE FORT PIERCE POLICE DEPARTMENT

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

EXHIBIT B

CITY OF FORT PIERCE

FIXED ASSET CONTROL FORM

TO: FINANCE DEPARTMENT
FROM: _____

DATE: _____

ASSET: _____ SERIAL# _____

DESCRIPTION: _____

_____

COMMENTS: _____

_____

Please check the one that is most applicable

_____TRANSFERS: FROM: (DEPT. & CODE) _____
TO: (DEPT. & CODE) _____
DATE OF TRANSFER: _____

_____ SURPLUS DATE OF SURPLUS _____

(Vehicles of heavy equipment only)

_____ DONATION
NAME OF ORGANIZATION _____

(**If donating item please coordinate with Purchasing then forward the original form to Purchasing Manager**.)

DATE OF DONATION: _____
PROOF OF NON-PROFIT STATUS _____

_____DISPOSITION:
DATE OF DISPOSTION_____
METHOD OF DISPOSITION_____

AUTHORIZATION

_____ Date _____
Dept. Head

_____ Date_____
Purchasing Manager

ROUTING OF FORM

SEND ORIGINAL FORM TO PURCHASING **PURCHASING FORWARDS TO FINANCE**

ORIGINAL FORM ~ FINANCE **COPY~ PURCHASING**

EXHIBIT "A"

PURCHASE AGREEMENT FOR SERVICE PISTOLS FOR THE FORT PIERCE POLICE DEPARTMENT

EXHIBIT A

PURCHASE AGREEMENT FOR SERVICE PISTOLS FOR THE FORT PIERCE POLICE DEPARTMENT

Between
CITY OF FORT PIERCE, FL
and
LAWMEN'S & SHOOTER'S SUPPLY, INC.

This Purchase Agreement for Service Pistols for the Fort Pierce Police Department ("Agreement") entered into this ___day of _____, 2025, nunc pro tunc to May 30th, 2025, ("Effective Date") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **LAWMEN'S & SHOOTER'S SUPPLY, INC.,** a FLORIDA CORPORATION with its principal place of business at 701 Columbia Boulevard, Titusville, FL 32780 ("Contractor").

WITNESSETH:

WHEREAS, pursuant to Bid No. 2024-025, the City solicited qualified firms to facilitate the transition of the Police Department's current firearms to updated models and supporting accessories; and

WHEREAS, on October 1, 2024, Lawmen's & Shooter's Supply, Inc. (the "Contractor") submitted a bid in response to Bid No. 2024-025, which is attached hereto as **Exhibit 3** (the "Contractor's Bid"); and

WHEREAS, on January 6, 2025, the City Commission authorized the award of Bid No. 2024-025 to the Contractor.

WHEREAS, the items to be furnished under this Agreement are identified in Exhibit 1 ("Statement of Work"), and the Contractor is required to accept the Fort Pierce Police Department's currently issued firearms as a trade-in credit toward payment, with compensation to be made through both monetary funds and the value of the trade-in items, as set forth in Exhibit 2 ("Cost Breakdown") and based on the Contractor's Bid, provided however that Exhibit 2 shall govern in the event of any conflict; and

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Purchase of Firearms and Accessories

1.1 Contractor shall provide and deliver firearms, components, and related accessories as identified in Exhibit 1. All firearms and accessories shall be new, in unused condition, and manufactured in accordance with the specifications set forth herein and in any applicable Change Orders executed by the parties, unless otherwise stated in this Agreement. Contractor shall ensure that all firearms and accessories conform to all applicable federal, state, and local laws, statutes, ordinances, and regulations. Contractor shall also provide the City with all manufacturer part

numbers and accompanying documentation for the delivered items.

1.1.1 Change Orders. The City or the Contractor may, at any time, request changes in the specifications or requirements related to firearms or accessories. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, at a minimum:

i. The specific changes to be made (e.g., equipment quantities, models, components, etc.);
ii. Any changes in the time for delivery; and
iii. Any changes in the price of the firearms or accessories.

2. Term

The Term of this Agreement shall commence on the Effective Date above and shall continue until all firearms, accessories, and trade-in items pursuant to this Agreement have been delivered, accepted, and all obligations of the parties have been satisfied, unless earlier terminated in accordance with the provisions of this Agreement.

3. Purchase Agreement Pricing and Payment

3.1 Pricing.

3.1.1 The total value of this Agreement, inclusive of the purchase of firearms and accessories and the trade-in allowance for City-owned firearms, shall not exceed **Two Hundred Twenty-Five Thousand Four Hundred Eighteen Dollars and 30/100 ($225,418.30),** as set forth in Exhibit 2.

3.1.2 Contractor agrees to a trade-in allowance credit of approximately Sixty-One Thousand Four Hundred Fifty-Four Dollars and 00/100 ($61,454.00), as set forth in Exhibit 2. The trade-in allowance does not constitute payment by the City but is a credit applied by the Contractor against the purchase price. The City's financial obligation under this Agreement shall not exceed ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND 30/100 ($163,964.30) in funds

3.1.3 All firearms and accessories provided under this Agreement shall include the manufacturer's standard warranty, as further described in Section 8.0.

3.2 Payment.

3.2.1 Contractor shall submit proper invoices to the City upon delivery and acceptance of all firearms and accessories. The City shall make payment in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

3.2.2 In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset, or withhold from any payments otherwise due to the Contractor any amounts owed by the Contractor to the City under this Agreement, including amounts arising from breach, default, or termination.

4. Delivery and Acceptance

4.1 Contractor shall deliver firearms and accessories to the City in accordance with the requirements of this Agreement. Deliveries shall be made F.O.B. Destination to the Fort Pierce Police Department, 920 S US Hwy 1, Fort Pierce, FL 34950, during regular business hours, unless otherwise agreed in writing by the City.

4.2 The Contractor shall deliver all firearms and accessories identified in Exhibit 1 to the City's designated delivery location in new and unused condition. All deliveries shall include a packing slip listing the items shipped.

4.3 Delivery of firearms and accessories does not constitute acceptance for purposes of payment or warranty. The City shall have the right to inspect all items delivered to verify compliance with this Agreement, including verification of quantities and condition of goods.

4.4 All firearms and accessories delivered under this Agreement shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss or damage, until final acceptance by the City.

4.5 Contractor shall provide the City, at the time of delivery, with copies of all licenses, permits, registrations, and other documentation necessary to demonstrate compliance with applicable federal, state, and local laws and regulations governing the sale, transfer, and trade-in of firearms under this Agreement. Such documentation shall include, but is not limited to, evidence of the Contractor's valid Federal Firearms License, records of transfer for all trade-in firearms, and proof of any registrations updated or completed as required by law. Delivery shall not be deemed complete, nor shall acceptance occur, until the City has received and reviewed such documentation.

5. Indemnification

5.1 The Contractor shall indemnify and save harmless the City, its officials, and employees from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Agreement. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.2 The Contractor shall, at its sole expense, defend any claim, suit, or proceeding brought against the City, its officials, or employees, to the extent such claim, suit, or proceeding is based on a claim that any firearms, accessories, or related equipment furnished under this Agreement (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or country of manufacture, provided that the City shall give the Contractor prompt written notice of any such claim, suit, or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials, or employees harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded, in any suit or proceeding so defended.

5.3 The Contractor will not be responsible for any settlement or proceeding made without its prior written consent. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for the City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts, or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

6. Compliance with Laws, Permits, and Firearm Regulations

Contractor shall bear sole responsibility for obtaining and maintaining all licenses, permits, registrations, and approvals necessary to perform under this Agreement, and for complying with all applicable federal, state, and local laws and regulations governing the sale, transfer, and trade-in of firearms. This includes ensuring that any registrations, permits, or records related to firearms traded in by the City are properly updated, transferred, or maintained in accordance with applicable law.

7. Termination

7.1 The City may, by written notice to the Contractor, terminate this Agreement in whole or in part, at any time, either for the convenience of the City or because of the failure of the Contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue performance of the agreement (unless the notice directs otherwise).

7.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

7.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

7.4 If the termination is for the convenience of the City, the Contractor shall be paid for firearms and accessories delivered and finally accepted by the City as of the effective date of termination.

7.5 If the termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the Contractor shall be liable to the City for reasonable additional costs incurred by the City as a result of such breach.

7.6 If, after notice of termination for failure to fulfill its obligations under this Agreement, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the City.

8. Warranty and Maintenance

The Contractor hereby warrants that all firearms and accessories furnished under this Agreement shall be new and unused, and shall include the manufacturer's standard warranty as provided with the order. In addition, all products provided under this Agreement must have at a minimum, a one (1) year warranty from the date of the City's final acceptance. Such warranty shall cover any latent defects, design flaws, materials, workmanship, installation errors, fraud, or gross mistakes amounting to fraud. Warranty coverage shall commence upon the City's final acceptance of the firearms and accessories in accordance with Section 4.0. The Contractor shall deliver all applicable warranty documentation to the City at the time of delivery. All warranty obligations shall be governed by the terms and conditions of this Agreement, including all exhibits and attachments.

9. **Public Records**

Contractor shall comply with Chapter 119, Florida Statutes (Florida Public Records Law). Records made or received in conjunction with this Agreement are public records and must be kept in accordance with the law. Specifically:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

10. **Notices**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, Unites Sates certified mail, postage prepaid, return receipt requested, or overnight courier services (e.g. FedEx, UPS) to the party to be notified at the addresses set forth below or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

As to CITY:
Richard Chess
City Manager
100 N US Highway 1
Fort Pierce, FL 34954

With a Copy To:
Sara Hedges
City Attorney
100 North U.S Hwy 1
Fort Pierce, FL 34954

As to Contractor:
Orlando Rioseco
LE/GOV'T Sales Rep
701 Columbia Boulevard
Titusville, FL 32780

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

11. Miscellaneous Provisions

11.1 Time of Performance. Time shall be of the essence in performance of this Agreement; provided, however, that either party shall be excused from timely performance under this Agreement to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

11.2 Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

11.3 Independent Contractor. Contractor is and shall remain an independent contractor and not an officer, employee, or agent of the City.

11.4 Conflict of Interest. Contractor affirms it has no conflict of interest under Chapter 112, Florida Statutes, and will not acquire any such interest during performance of this Agreement

11.5 Assignment. Contractor shall not assign any of its rights or obligations under this Agreement without prior written approval by the City.

11.6 Subcontractors. Contractor shall be responsible for the actions of any and all subcontractors and consultants engaged by it. Neither subcontractors nor consultants shall interface directly with the City without the Contractor's prior coordination.

11.7 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

11.8 E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with Contractor, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

11.9 Governing Law; Venue. This Agreement and every question arising hereunder shall be construed, interpreted, and determined according to the laws of the State of Florida. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in St. Lucie County, Florida.

11.10 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the performance of the Agreement in accordance with the requirements herein and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

11.11 Public Entity Crimes. As required by Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

11.12 Contractor's Representations and Authority. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

11.13 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption number shall appear on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, even if the City's tax exemption number is provided. This exemption does not apply to purchases of tangible personal property

made by the Contractor in the performance of this Agreement.

11.14 Construction of Agreement. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. Section headings are for convenience only and shall not affect the scope, meaning, or intent of the provisions. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect the remainder of the Agreement. It is the intention of the parties that if any provision is capable of two constructions, one of which would render it void and the other valid, then the provision shall have the meaning which renders it valid.

11.15 Non-Discrimination. Contractor agrees that it will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, gender, age, marital status, or national origin, and will take affirmative steps to ensure equal treatment.

11.16 Force Majeure. Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, that such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or lack of diligence on the part of, the party claiming such excuse.

11.17 Sovereign Immunity. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

11.18 Entire Agreement; Modifications. This Agreement, including all exhibits, is the entire Agreement between the parties and supersedes all prior oral agreements and negotiations relating to the subject matter hereof. The City and Contractor, by mutual agreement, may change or amend this Agreement in writing.

11.19 Severability. If any portion of this Agreement, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Agreement shall be construed and enforced in a manner consistent with the intent of the parties.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

Attached: Exhibit 1 – Statement of Work
Exhibit 2 – Cost Breakdown
Exhibit 3 – Contractor's Bid

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR,
LAWMEN'S & SHOOTER'S SUPPLY, INC.:

By: _____

Name: ORLANDO RIOSECO

Title: LE/ GOV'T SALES REP

Date: DECEMBER 22, 2025

ATTEST:

By: _____
Linda Cox, City Clerk

(seal)

CITY OF FORT PIERCE:

By: _____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO
FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

EXHIBIT "1"
STATEMENT OF WORK

1. **STATEMENT OF WORK**

Contractor shall provide the Police Department with Glock firearms and accessories as set forth in the tables below. All products shall be:

- Brand-specific (no substitutions).
- New and the manufacturer's current model.
- Delivered complete with manufacturer's accessories as applicable.

1.1 NEW EQUIPMENT TO BE FURNISHED:

Item #	Quantity	Description
1	180	Glock 47 PA475S302MOS6H2 - HOLOSUN 509T with suppressor height sights and three magazines.
2	200	Glock 47 Spare Magazines
3	180	SafariVault® Holsters, Mid-Ride, Level III Duty Holster RMRHD/TLR1HL
4	165	Safariland #77 Covered Double Magazine Pouch
5	25	Safariland 6304RDS-SP10 ALS/SLS® Single Strap Tactical Holster
6	25	Safariland 775 Slimline Open Top Triple Magazine Pouch, Model 775-83-13
7	65	Safariland 7378RDS – 7TS™ ALS® Concealment Paddle & Belt Loop Combo Holster
8	65	Safariland Model 573 Open Top Magazine and Handcuff Pouch (Glock 17)
9	180	Safariland/Bianchi Ergotek Duty Belt, Plain Finish, Model 7955
10	180	Safariland Model 94 Duty Belt, Plain
11	180	Safariland Handcuff Pouch, Plain Black, Model 190
12	180	Safariland Radio Pouch, Model 761
13	180	Safariland OC Pouch, Model 38, Plain Black, Mark 3
14	180	Safariland Belt Keepers, Model 7906, Plain Black
15	180	Safariland ASP Holder, Model 35, Plain
16	180	Safariland Glove Pouch, Plain, Model 33-3

1.2 **TRADE-IN EQUIPMENT:**

Item #	Quantity	Description
1	155	Glock 21SF
2	49	Glock 30SF
3	155	Safariland 6360/7360 Holster
4	160	Safariland Glock 21 Double Magazine Pouch
5	60	Safariland 6378 Holsters
6	60	Safariland Model 573 Open Top Magazine and Handcuff Pouch
7	15	Safariland 6305 ALS®/SLS Tactical Holster with Quick-Release Leg Strap
8	3	Smith & Wesson 3000 12-Gauge Shotguns
9	2	Remington 870 Wingmaster 12-Gauge Shotguns

1.3 **CLARIFICATION OF FINAL QUANTITIES AND PRICING**

In the event of a conflict the quantities listed in Sections 2.1 and 2.2, this subsection is included to clarify the final quantities of firearms and accessories to be furnished under this Agreement. The final quantities furnished and accepted by the City prior to execution are as follows and shall control for purposes of contract administration and pricing.

1.3.1 Item 3 – Holsters: Quantity of 158

1.3.2 Items 9 and 10 – Duty Belts (combined): Quantity of 221

Pricing reflected in **Exhibit 2** corresponds to these finalized quantities and represents the final agreed-upon contract amount.

2. TRADE-IN ALLOWANCE

2.1 The Contractor shall provide the City with a trade-in allowance for all listed firearms and equipment.

2.2 The trade-in allowance shall be applied to the total contract value.

2.3 Trade-in firearms shall not be transferred until the new firearms and equipment are delivered and accepted by the City.

2.4 Contractor shall accept all trade-in firearms "as is."

2.5 Contractor shall allow individual officers the first right of purchase for their issued service firearms before acceptance of the trade-in.

2.6 The City makes no representation or warranty regarding the condition or operability of the trade-in firearms.

3. DELIVERY AND ACCEPTANCE

3.1 Deliveries shall be made to the Fort Pierce Police Department, 920 S US Hwy 1, Fort Pierce, FL 34950, Attn: Major Eric Chan, during regular business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding holidays).

3.2 Deliveries shall be unloaded by the Contractor at the delivery destination.

3.3 Inspection and acceptance shall be made by the City at the delivery destination.

3.4 Title to, and risk of loss or damage for, all new items shall remain with the Contractor until acceptance by the City.

4. WARRANTY

All products provided under this Agreement shall carry, at a minimum, a one (1) year manufacturer's warranty beginning upon final acceptance by the City. The Contractor shall provide all warranty documentation at the time of delivery.

5. GENERAL SPECIFICATIONS

5.1 Pricing shall include delivery to the City of Fort Pierce.

5.2 Contractor shall hold and maintain a valid Federal Firearms License (Type 01 – Dealer in Firearms Other than Destructive Devices) in accordance with Chapter 44, Title 18, United States Code, and applicable regulations, throughout the term of this Agreement.

5.3 Contractor shall comply with all applicable federal, state, and local laws governing the sale and transfer of firearms and accessories.

EXHIBIT "2"
COST BREAKDOWN

This Exhibit reflects the final pricing for the firearms, accessories, and trade-in equipment described in Exhibit 1. Except as expressly noted below, pricing remains consistent with the Contractor's original bid response. The adjustments identified herein reflect finalized quantities and trade-in allowances confirmed prior to execution of this Agreement.

ADJUSTED ITEMS AND PRICING

1.) Adjustments to New Equipment to be Furnished (See Item No. 1.1 in Exhibit 1)

Item No.	Description	Final Quantity	Adjusted Cost
3	Holsters	158	$22,270.10
9 and 10	Duty Belts (Combined)	221	$12,934.40

Total Cost of New Equipment before Trade-In Allowance	**$225,418.30**

2.) Adjustments to Trade-in Allowance (See Item No. 1.2 in Exhibit 1)

Description	Adjusted Cost
Glock Trade-in	$59,800
Accessories Trade-in	$1,654.00
Total	**$61,454.00**

3.) Adjustments to City's Financial Obligation

Description	Adjusted Cost
Total Cost of New Equipment (Adjusted)	$225,418.30
Minus Adjusted Trade-in	-$61,454.00
Total	**$163,964.30**

The final not-to-exceed amount under this Agreement shall be $163,964.30

Reference Material
The Contractor's original bid response form follows this page for reference only and does not reflect the finalized quantities, trade-in allowance, or pricing set forth herein. In the event of a conflict, the pricing reflected in this Exhibit shall govern.

EXHIBIT "3"
CONTRACTOR'S BID

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: Madison White, 772-467-3102	Bid No: 2024-025
Pre- Bid Conference & Site-Visit: N/A	Bid Title: SERVICE PISTOL PURCHASE – POLICE DEPARTMENT
Site – Visit Location: N/A	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor. Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, MONDAY, SEPTEMBER 9, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: LAWMEN'S & SHOOTER'S SUPPLY INC. Mailing Address: 701 COLUMBIA BLVD.	*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: TITUSVILLE, FL. 32780	Typed or Printed Name: ORLANDO RIOSECO
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	Title: LE/GOV'T SALES REP
Incorporated in the State of: FLORIDA Year: 1981	Delivery in 90-120 days, After Receipt Order
Phone Number: 321-360-3033	Payment Terms: Net 30 Days
Fax Number: 321-360-3049	FEIN or SS Number: 59-2223132
E-Mail Address: BIDS@LAWMENS.NET	Local Business: ___Y X 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	

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that LAWMEN'S & SHOOTER'S SUPPLY INC. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

9/10/2024

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF BREVARD

ORLANDO RIOSECO, being first duly sworn, deposes and says:

That he is AGENT
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

LAWMEN'S & SHOOTER'S SUPPLY INC.
(Firm Name)

By: Orlando Rioseco

Title: LE/Gov't Sales Rep.

Subscribed and sworn to before me this 10TH

day of, SEPTEMBER 2023, 2024

Wendy Sullivan
Notary Public

My Commission expires:

(Seal)

WENDY SULLIVAN
Notary Public-State of Florida
Commission # HH 346399
My Commission Expires
February 08, 2027

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by ORLANDO RIOSECO LE/ GOV'T SALES REP
(Print individual's name and title)
for LAWMENS & SHOOTER'S SUPPLY INC.

whose business address is 701 COLUMBIA BLVD. TITUSVILLE, FL. 32780

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2223132

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

__X__ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

9/10/2024

_____

(Date)

STATE OF FLORIDA

COUNTY OF BREVARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority ORLANDO RIOSECO
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 10TH of SEPTEMBER, 2024.

WENDY SULLIVAN
Notary Public-State of Florida
Commission # HH 346399
My Commission Expires
February 08, 2027

Wendy Sullivan
(NOTARY PUBLIC)

My Commission Expires: 02/08/2027

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: LAWMEN'S AND SHOOTER'S SUPPLY INC.

Respondent's Authorized Representative Name and Title: ORLANDO RIOSECO

LE/ GOV'T SALES REP.

Address: 701 COLUMBIA BLVD

City: TITUSVILLE State: FLORIDA Zip: 32780

Phone Number: 321-360-3033 Respondent FEIN: 59-2223132

Email Address: BIDS@LAWMENS.NET

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
Affidavit Regarding the Use Coercion for Labor or Services

Vendor name: LAWMEN'S AND SHOOTER'S SUPPLY ONC.

Authorized Representative's Name and Title: ORLANDO RIOSECO LE/VOV'T SALES REP

Address: 701 COLUMBIA BLVD.

City: TITUSVILLE State: FLORIDA Zip Code: 32780

Phone Number: 321-360-3033 Email Address: BIDS@LAWMENS.NET

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: _____ ORLANDO RIOSECO LE/GOV'T SALES REP 9/10/2024

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA

COUNTY OF Brevard

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10th day of September, 2024 by Orlando Blosser, who is ☒ personally known or ☐ produced identification (ID produced: _____).

Notary Public Signature: Wendy Sullivan (Seal)

Print Name: Wendy Sullivan

WENDY SULLIVAN
Notary Public-State of Florida
Commission # HH 346399
My Commission Expires
February 08, 2027

My Commission Expires: 02/08/2027

E-VERIFY
AFFIRMATION STATEMENT

Description: Bid No. 2024-025 – Service Pistol Purchase – Police Department

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: LAWMEN'S AND SHOOTER'S SUPPLY INC.

Authorized Company Person's Signature: _____

Authorized Company Person's Title: LE/ GOV'T SALES REP

Date: 9/10/2024

STATE OF FLORIDA
COUNTY OF Florida

Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this 10 day of SEPTEMBER, 20 24 by ORLANDO RIOSECO, who is □ personally known or □ produced identification (ID produced: _____).

Signature: Wendy Sullivan (Seal)

NOTARY PUBLIC

My Commission Expires: 02/08/2027

WENDY SULLIVAN
Notary Public-State of Florida
Commission # HH 346399
My Commission Expires
February 08, 2027

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.)

Lawmen's & Shooters' Supply, 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.

701 Columbia Blvd

Requester's name and address (optional)

6 City, state, and ZIP code

Titusville, FL 32780

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	–	2	2	2	3	1	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Wendy Sullivan | **Date** 03/13/24

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

August 30, 2024

CITY OF FORT PIERCE

SERVICE PISTOL PURCHASE – POLICE DEPARTMENT

BID NO. 2024-025

ADDENDUM NO. 1

The purpose of this addendum is to extend the due date and revise the statement of work for this bid.

Bid Due Date Extension
Please be advised, the due date and time has changed from **3:00 P.M, Monday, September 9, 2024,** to:

3:00 P.M, TUESDAY, OCTOBER 1, 2024

Revisions
The following item shall be removed shall be removed from Section III, Statement of Work and from the Bid Response Form:

> **(180) Glock G47 MOS7 9mm RMR HD AG/BOTF Glock- PA475S302MOS (includes RMR HD Suppressor Height Sights 3 magazines. Glock Package**

An additional addendum will be released with a suitable replacement and a revised Bid Response Form.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: ORLANDO RIOSECO
Typed or Printed

Company Name: LAWMEN'S AND SHOOTER'S SUPPLY INC.

Address: 701 COLUMBIA BLVD.

TITUSVILLE, FL. 32780

Date: 9/10/24

/mw

September 10, 2024

CITY OF FORT PIERCE

SERVICE PISTOL PURCHASE – POLICE DEPARTMENT

BID NO. 2024-025

ADDENDUM NO. 2

The purpose of this addendum is to revise the statement of work and bid response form.

Revisions

Addendum No. 1 removed the following item, from the statement of work and bid response form:
(180) Glock G47 MOS7 9mm RMR HD AG/BOTF Glock- PA475S302MOS (includes RMR HD Suppressor Height Sights 3 magazines. Glock Package

The replacement is as follows:
(180) Glock 47 PA475S302MOS6H2 - HOLOSUN 509T with suppressor height sights and three magazines.

Revised Bid Response Form

A revised Bid Response Form is attached.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: ORLANDO RIOSECO
Typed or Printed

Company Name: LAWMEN'S AND SHOOTER'S SUPPLY INC.

Address: 701 COLUMBIA BLVD

TITUSVILLE, FL. 32780

Date: 9/10/2024

/mw

2024 - 2025

BREVARD COUNTY BUSINESS TAX
NOTICE / RENEWAL

ACCOUNT NO.
180830

THE PERSON(S), OR ENTITY BELOW:

LAWMEN'S AND SHOOTERS SUPPLY INC
701 COLUMBIA BLVD
TITUSVILLE FL 32780-7902

LOCATION:
701 COLUMBIA BLVD
TITUSVILLE, FL 32780

SUBMIT COPY OF PROFESSIONAL LICENSE WITH RENEWAL

OWNED BY:
LAWMEN'S AND SHOOTERS SUPPLY INC

Make check payable to:

BREVARD COUNTY TAX COLLECTOR

INSTRUCTIONS ON REVERSE SIDE

LISA CULLEN, CFC
Brevard County Tax Collector
P O Box 2500
Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

SAVE TIME RENEW ONLINE
WWW.BREVARDTC.COM

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

	820005	RECEIPT AMT
Y	480260	FIREARMS - WEAPONS SHOP
	255	ZONING RESTRICTIONS APPLY-ZUP

Receipt Fee	$ 37.00
Hazardous Waste Fee	$ 0.00
Prior Year(s) Due	$ 0.00

LISA CULLEN, C.F.C. SEAL OF BREVARD COUNTY FLORIDA TAX COLLECTOR

IF CHANGES ARE NEEDED, PLEASE SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS.
IF THERE ARE NO CHANGES, DETACH AND RETURN BOTTOM PORTION WITH PAYMENT.

2024 - 2025 BUSINESS TAX RENEWAL ACCOUNT: **180830**

LAWMEN'S AND SHOOTERS SUPPLY INC
701 COLUMBIA BLVD
TITUSVILLE, FL 32780

820005 RECEIPT AMT
Y 480260 FIREARMS - WEAPONS SHOP
255 ZONING RESTRICTIONS APPLY-ZUP

If Received By	Please Pay
Sep 30, 2024	$ 37.00
Oct 31, 2024	$ 40.70
Nov 27, 2024	$ 42.55
Dec 31, 2024	$ 44.40
Jan 31, 2025	$ 46.25

SAVE TIME RENEW ONLINE
WWW.BREVARDTC.COM

SUBMIT COPY OF PROFESSIONAL LICENSE WITH RENEWAL

7 00180830 2025 6

BTR-NOT/REN-03

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	x	
Include proof of insurance as stated in bid documents.		x
Are all of the Required forms complete and included?	x	
Is each Addendum (when issued) signed and included?	x	
Have you checked your bid for proper organization, tabs are correct?	x	
Are you in compliance with the page limitations?	x	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		x
Did you submit your bid electronically?	x	
Have you made sure your corporate address matches your Sunbiz information?	x	
Are you registered on Demandstar to receive addendums?	x	

PLEASE SIGN AND RETURN WITH BID _____

REVISED
BID RESPONSE FORM

Bid Item	SERVICE PISTOL PURCHASE — POLICE DEPARTMENT		
Bid Number	2024-025	Due Date & Time	3:00 PM, TUESDAY, OCTOBER 1, 2024

The offeror agrees to furnish the following items to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below.

Bid prices must include delivery to the City of Fort Pierce. A trade-in allowance is mandatory for this bid. Bidder shall agree to accept the trade-in firearms "as is, where is". The final award amount will be determined based on the remaining price after deducting the trade-in allowance. Submission of this Bid response form signifies acknowledgment of these requirements.

ITEM NO.	BRAND AND ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1.	Glock 47 PA475S302MOS6H2 - HOLOSUN 509T with suppressor height sights and three magazines.	180	EACH	$ 812.32	$ 146,217.60
2.	Glock 47 Spare Magazines	200	EACH	$ 19.00	$ 3,800.00
3.	SafariVault® HolsterS MID-RIDE, LEVEL III DUTY HOLSTER RMRHD/TLR1HL	180	EACH	$ 140.95	$ 25,371.00
4.	Safariland #77 Covered double magazine Pouch	165	EACH	$ 28.08	$4,633.20
5.	6304RDS-SP10 ALS/SLS® Single Strap Tactical Holster	25	EACH	$ 188.15	$ 4,703.75
6.	Safariland 775 - SLIMLINE OPEN TOP TRIPLE MAGAZINE POUCH 775-83 -13	25	EACH	$ 19.45	$ 486.25
7.	7378RDS – 7TS™ ALS® Concealment Paddle & Belt Loop Combo Holster	65	EACH	$ 77.60	$ 5,044.00

8.	Safariland MODEL 573 OPEN TOP MAGAZINE AND HANDCUFF POUCH Glock 17	65	EACH	$ 29.40	$ 1,911.00
9.	Safariland/Bianchi Ergotek Duty Belt, Plain finish model 7955	180	EACH	$ 51.20	$ 9,216.00
10.	Safariland Model 94 duty belt plain	180	EACH	$ 50.67	$ 9,120.60
11.	Safariland Handcuff pouch plain black Model 190	180	EACH	$ 24.70	$ 4,446.00
12.	Safariland Radio Pouch Model 761	180	EACH	$ 31.25	$ 5,625.00
13.	Safariland OC Pouch Model 38 plain black Mark 3	180	EACH	$ 23.65	$ 4,257.00
14.	Safariland Belt Keepers Model 7906 Plain Black	180	EACH	$ 11.20	$ 2,016.00
15.	Safariland ASP Holder Model 35 Plain	180	EACH	$ 23.65	$ 4,257.00
16.	Safariland Glove Pouch Plain Model 33-3	180	EACH	$ 15.65	$ 2,817.00
TOTAL AMOUNT FOR ITEMS NO. 1-16:			**$**	**233,921.40**	

TRADE-IN ALLOWANCE

ITEM NO.	BRAND AND ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1.	Glock 21SF	155	EACH	$ 300.00	$ 46,500.00
2.	Glock 30SF	49	EACH	$ 300.00	$ 14,700.00
3.	Safariland 6360/7360 holster	155	EACH	$ 5.00	$ 775.00
4.	Safariland Glock 21 double Magazine pouch	160	EACH	$ 3.00	$ 480.00
5.	Safariland 6378 Holsters	60	EACH	$ 5.00	$ 300.00

6.	Safariland MODEL 573 OPEN TOP MAGAZINE AND HANDCUFF POUCH	60	EACH	$ 4.00	$ 240.00
7.	Safariland 6305 ALS®/SLS TACTICAL HOLSTER W/ QUICK-RELEASE LEG STRAP	15	EACH	$ 5.00	$ 75.00
8.	Smith and Wesson 3000 12-gauge shotguns	3	EACH	$ 150.00	$ 450.00
9.	Remington 870 Wingmaster 12-gauge shotguns	2	EACH	$ 175.00	$ 350.00
TOTAL TRADE IN ALLOWANCE FOR ITEMS 1-9			**$**	**63,870.00**	

The award of the contract will be for the following amount:

TOTAL BID AMOUNT FOR FIREARMS AND ACCESSORIES REQUESTED IN LINES NO. 1-16 ***MINUS (-)*** **TOTAL TRADE-IN ALLOWANCE BID AMOUNT FOR ITEMS NO. 1-9**	**$ 170,051.40**

VENDOR INFORMATION

Vendor Name: LAWMEN'S AND SHOOTER'S SUPPLY INC.

Address: 701 COLUBBIA BLVD.

City, State, Zip Code: TITUSVILLE, FL. 32780

Email Address: BIDS@LAWMENS.NET

Typed Name & Title: ORLANDO RIOSECO LE/ GOV'T SALES REP

Signature: _____ **Date:** 9/10/2024

Telephone No.: 321-360-3033 **Fax No.:** 321-360-3049

(*Please include Remit to address on following page if different than address stated above)

Remit To: SAME AS ABOVE

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	X
Women Owned	
Small Disadvantage Business	

EXHIBIT B

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
FIXED ASSET CONTROL FORM

TO: FINANCE DEPARTMENT
FROM: Fort Pierce Police Department

DATE: 12-23-2025

ASSET: See Attached SERIAL# See Attached

DESCRIPTION: Service Pistols and Misc. Accessories (see attached for itemized listing)

COMMENTS: Attached itemized listing of items were traded-in to vendor for credit (see attached)

Please check the one that is most applicable

_____TRANSFERS: FROM: (DEPT. & CODE) Not Applicable
TO: (DEPT. & CODE) _____
DATE OF TRANSFER: _____

__X__ SURPLUS DATE OF SURPLUS 10-28-2025 and 11-11-2025

(Vehicles of heavy equipment only) Note: Attached listing of items traded-in for credit

_____ DONATION
NAME OF ORGANIZATION Not Applicable

(If donating item please coordinate with Purchasing then forward the original form to Purchasing Manager.)

DATE OF DONATION: Not Applicable
PROOF OF NON-PROFIT STATUS _____

Not Applicable DISPOSITION:
DATE OF DISPOSTION_____
METHOD OF DISPOSITION_____

AUTHORIZATION

Acting Deputy Chief Eric Chan Date 12-23-2025
Dept. Head

Date 1-14-26
Purchasing Manager

ROUTING OF FORM

SEND ORIGINAL FORM TO PURCHASING **PURCHASING FORWARDS TO FINANCE**

ORIGINAL FORM ~ FINANCE **COPY~ PURCHASING**

Outlook

Re: Asset Disposition Form

From Eric Chan <echan@fppd.org>
Date Tue 10/28/2025 2:10 PM
To Karen Logue <klogue@cityoffortpierce.com>

Thank you. I appreciate it.

Eric Chan | Police Major | City of Fort Pierce

Police Department

Cell Phone: 772.979-3582 • 920 South U.S. Highway 1 • Fort Pierce • 34950

Website | Facebook | Twitter

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

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From: Karen Logue <klogue@cityoffortpierce.com>
Sent: Tuesday, October 28, 2025 1:54 PM
To: Eric Chan <echan@fppd.org>
Subject: RE: Asset Disposition Form

Thank you Major Chan, we will remove.

Thanks

Karen

Karen Logue | Chief Accountant | City of Fort Pierce

Finance Department

Phone: 772.467.3072 Fax: 772.489.2594 100 North U.S. 1 Fort Pierce

Website| Facebook| Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Eric Chan <echan@fppd.org>
Sent: Tuesday, October 28, 2025 1:38 PM
To: Karen Logue <klogue@cityoffortpierce.com>
Cc: Brian MacNaught <bmacnaught@fppd.org>; Madison White <mwhite@cityoffortpierce.com>
Subject: Asset Disposition Form

Hi Karen,

Please see attached list of firearms (asset items) that have been traded-in to Lawmen's and Shooters as part of our fireamrs transition. Please remove the attached listed items from the Police Department's inventory.

Please let me know if you have any questions or concerns.

Thanks,

Eric

Eric Chan | Police Major | City of Fort Pierce

Police Department

Cell Phone: 772.979-3582 • 920 South U.S. Highway 1 • Fort Pierce • 34950
Website | Facebook | Twitter

THE SUNRISE CITY FORT PIERCE Florida
POLICE DEPARTMENT
"In Honor We Serve"

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This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click here to report it.

DELETIONS
TO DETAIL LISTING

ASSET # OR SERIAL #	DESCRIPTION (As much detail as possible)	EST. PURCHASE COST/TRADE IN COST	HOW, WHERE OR WHEN THE ITEM WAS DISCARDED
N/A	Glock 21 .45 caliber handguns x 149	$450/$300	Lawman's and Shooters Contract
N/A	Glock 30 .45 caliber handguns x 46	$350/$300	Lawman's and Shooters Contract
N/A	Remington 870 Shotguns x 4	$250/$175	Lawman's and Shooters Contract
N/A	Smith & Wesson 3000 Shotgun x 2	$250/$150	Lawman's and Shooters Contract

8220
Inventory Clerk

#9148
Department of Supervisor/Head

	A	B	C	D
1	**Glock 21**	**Glock 30**	**Remington Shotguns**	**Smith & Wesson 3000 Shotgun**
2	AHFR905	BBGH706	W295143M	FC20093
3	AHFR906	BELS645	V680428V	FC26247
4	AHFR907	BELS877	V491042V	
5	AHFR908	BELS878	X280381M	
6	AHFR909	BELS879		
7	AHFR910	BFCU485		
8	AHFR911	BFCU486		
9	AHFR912	BFCU487		
10	AHFR913	BFCU488		
11	AHFR914	BFCU489		
12	AHFR915	BFCU490		
13	AHFR916	BFCU491		
14	AHFR917	BFCU492		
15	AHFR918	BFCU493		
16	AHFR919	RFZ965		
17	AHFR920	RFZ966		
18	AHFR921	RFZ968		
19	AHFR922	RFZ970		
20	AHFR923	RFZ971		
21	AHFR924	RFZ972		
22	BETP905	RFZ974		
23	BETP906	RFZ975		
24	BETP907	RFZ978		
25	BETP908	RFZ979		
26	BETP909	RFZ980		
27	BETR687	RFZ981		
28	BETR688	RFZ982		
29	BETR690	RFZ983		
30	BETS084	RFZ984		
31	BETS085	RFZ985		
32	BFCU800	RFZ986		

	A	B	C	D
1	**Glock 21**	**Glock 30**	**Remington Shotguns**	**Smith & Wesson 3000 Shotgun**
33	BFCU801	RFZ987		
34	BFCU802	RFZ988		
35	BMTG437	RFZ989		
36	BMTG439	RFZ991		
37	BMTG440	RFZ993		
38	RGD363	RFZ994		
39	RGD364	RFZ995		
40	RGD369	RFZ996		
41	RGD370	RFZ997		
42	RGD371	RFZ998		
43	RGD374	RFZ999		
44	RGD375	VTM950		
45	RGD376	VTM952		
46	RGD378	VTM955		
47	RGD381	XRN899		
48	RGD382			
49	RGD383			
50	RGD385			
51	RGD387			
52	RGD388			
53	RGD389			
54	RGD390			
55	RGD392			
56	RGD393			
57	RGD394			
58	RGD395			
59	RGD396			
60	RGD397			
61	RGD398			
62	RGD399			
63	RGD401			

	A	B	C	D
1	Glock 21	Glock 30	Remington Shotguns	Smith & Wesson 3000 Shotgun
64	RGD402			
65	RGD404			
66	RGD405			
67	RGD406			
68	RGD408			
69	RGD410			
70	RGD411			
71	RGD413			
72	RGD414			
73	RGD415			
74	RGD416			
75	RGD417			
76	RGD418			
77	RGD419			
78	RGD421			
79	RGD422			
80	RGD423			
81	RGD424			
82	RGD425			
83	RGD426			
84	RGD427			
85	RGD428			
86	RGD429			
87	RGD432			
88	RGD433			
89	RGD435			
90	RGD437			
91	RGD438			
92	RGD439			
93	RGD440			
94	RGD441			

	A	B	C	D
1	**Glock 21**	**Glock 30**	**Remington Shotguns**	**Smith & Wesson 3000 Shotgun**
95	RGD442			
96	RGD443			
97	RGD444			
98	RGD445			
99	RGD447			
100	RGD448			
101	RGD449			
102	RGD450			
103	RGD451			
104	RGD452			
105	RGD453			
106	RGD454			
107	RGD455			
108	RGD456			
109	RGD458			
110	RGD459			
111	RGD460			
112	RGD462			
113	RGD463			
114	RGD465			
115	RGD466			
116	RGD467			
117	RGD468			
118	RGD469			
119	RGD470			
120	RGD471			
121	RGD472			
122	RGD474			
123	RGD475			
124	RGD476			
125	RGD477			

	A	B	C	D
1	**Glock 21**	**Glock 30**	**Remington Shotguns**	**Smith & Wesson 3000 Shotgun**
126	RGD478			
127	RGD479			
128	RGD480			
129	RGD481			
130	RGD482			
131	RGD483			
132	RGD484			
133	RGD485			
134	RGD486			
135	RGD487			
136	RGD489			
137	RGD490			
138	RGD491			
139	RGD492			
140	RGD493			
141	RGD494			
142	RGD495			
143	RGD496			
144	RGD497			
145	RGD498			
146	RGD499			
147	XHL840			
148	XHL841			
149	XHL843			
150	XHL844			

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		REM 870 MAGNUM SN: W295143M $175.00	175.00	EACH	-175.00
	Sale	-1	BUYBACK		REM 870 WINGMASTER SN: V680428V $175.00	175.00	EACH	-175.00
	Sale	-1	BUYBACK		REM 870 WINGMASTER SN: V491042V $175.00	175.00	EACH	-175.00
	Sale	-1	BUYBACK		REM 870 EXPRESS SN: X280381M $175.00	175.00	EACH	-175.00
	Sale	-1	BUYBACK		S&W MODEL 3000 SN: FC20093 $150.00	150.00	EACH	-150.00
	Sale	-1	BUYBACK		S&W MODEL 3000 SN: FC26247 $150.00	150.00	EACH	-150.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BBGH706 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BELS645 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BELS877 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BELS878 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BELS879 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU485 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU486 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU487 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU488 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU489 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU490 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU491 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU492 $300.00	300.00	EACH	-300.00

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 30SF SN: BFCU493 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF965 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF966 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF968 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF970 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF971 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF972 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF974 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF975 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF978 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF979 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF980 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF981 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF982 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF983 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF984 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF985 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF986 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF987 $300.00	300.00	EACH	-300.00

101-30266

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF988 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF989 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF991 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF993 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF994 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF995 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF996 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF997 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF998 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: RZF999 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: VTM950 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: VTM952 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: VTM955 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 30SF SN: XRN899 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR905 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR906 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR907 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR908 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR909 $300.00	300.00	EACH	-300.00

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR910 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR911 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR912 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR913 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR914 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR915 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR916 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR917 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR918 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR919 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR920 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR921 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR922 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR923 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: AHFR924 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETP752 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETP905 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETP906 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETP907 $300.00	300.00	EACH	-300.00

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETP908 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETP909 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETR687 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETR688 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETR690 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETS084 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BETS085 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BFCU800 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BFCU801 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BFCU802 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BMTG437 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BMTG439 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21 GEN4 SN: BMTG440 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD363 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD364 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD369 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD370 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD371 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD374 $300.00	300.00	EACH	-300.00

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD375 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD376 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD378 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD381 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD382 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD383 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD385 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD387 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD388 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD389 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD390 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD392 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD393 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD394 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD395 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD396 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD397 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD398 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD399 $300.00	300.00	EACH	-300.00

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD401 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD402 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD404 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD405 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD406 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD408 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD410 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD411 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD413 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD414 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD415 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD416 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD417 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD418 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD419 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD421 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD422 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD423 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD424 $300.00	300.00	EACH	-300.00

101-30266

LAWMEN'S SHOOTERS' SUPPLY

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD425 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD426 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD427 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD428 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD429 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD432 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD433 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD435 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD437 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD438 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD439 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD440 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD441 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD442 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD443 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD444 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD445 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD447 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD448 $300.00	300.00	EACH	-300.00

101-30266

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD449 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD450 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD451 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD452 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD453 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD454 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD455 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD456 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD458 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD459 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD460 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD462 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD463 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD465 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD466 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD467 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD468 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD469 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD470 $300.00	300.00	EACH	-300.00

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD471 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD472 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD474 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD475 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD476 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD477 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD478 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD479 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD480 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD481 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD482 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD483 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD484 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD485 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD486 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD487 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD489 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD490 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD491 $300.00	300.00	EACH	-300.00

101-30266

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30266
Invoice Date: 10/28/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD492 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD493 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD494 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD495 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD496 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD497 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD498 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: RGD499 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: XHL840 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: XHL841 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: XHL843 $300.00	300.00	EACH	-300.00
	Sale	-1	BUYBACK		GLOCK 21SF GEN3 SN: XHL844 $300.00	300.00	EACH	-300.00

A 3% Convenience Fee will be applied to all credit card transactions
All returns or cancelled orders are subject to restocking fee per manufacturer
All cancelled pre-paid orders are subject to a 5% cancellation fee. All firearm sales are final!

User: HUNTER **Total line items:** 202

Sale subtotal:	0.00
Tax:	0.00
Buyback Considerati	-59,800.00
Total:	-59,800.00
Tender:	
Amount Due:	-59,800.00

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-30266



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK GEAR

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
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	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
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	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
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101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
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	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK GEAR

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
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	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
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	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK GEAR

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548



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Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK GEAR

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00

101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL HOLSTER $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL MOUNT $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL MOUNT $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL MOUNT $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL MOUNT $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED DL MOUNT $5.00	5.00	EACH	-5.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00

101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED MAG/CUFF POUCH $4.00	4.00	EACH	-4.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00

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Lawmen's & Shooters' Supply
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321-360-3030
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Invoice #: 101-30548
Invoice Date: 11/11/25
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Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
Sales Rep: HUNTER
Customer PO# BUYBACK GEAR

FFL Exp Dt:
Due Date :

Ship-via code:
Terms:

Tracking #

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00

101-30548



Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
Sales Rep: HUNTER **Due Date :** **Terms:**
Customer PO# BUYBACK GEAR

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
	Sale	-1	BUYBACK		USED DBL MAG POUCH $3.00	3.00	EACH	-3.00
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101-30548

Invoice

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-30548
Invoice Date: 11/11/25
Station: OFFICE11

Sold to: FORT PIERCE POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
PO BOX 1480
FORT PIERCE, FL 34954
(772) 467-6935

Ship to:

Customer #: 11097
FFL Exp Dt:
Ship-via code:
Tracking #
Sales Rep: HUNTER
Due Date :
Terms:
Customer PO# BUYBACK GEAR

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Unit flag	Ext prc
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A 3% Convenience Fee will be applied to all credit card transactions
All returns or cancelled orders are subject to restocking fee per manufacturer
All cancelled pre-paid orders are subject to a 5% cancellation fee. All firearm sales are final!

User: HUNTER
Total line items: 381

Sale subtotal:	0.00
Tax:	0.00
Buyback Considerati	-1,654.00
Total:	-1,654.00
Tender:	
Amount Due:	-1,654.00

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-30548

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Madison White, Purchasing Agent, Finance Department, Purchasing Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Service Pistol Purchase - Police Department - Bid No. 2024-025

CAO RLS FILE: 25-318

DATE: October 22, 2025

I have reviewed the above request for legal services (RLS) related to the proposed Resolution to declare certain pistols to be surplus property and a Purchase Agreement for pistols with Lawmen's & Shooter's Supply, Inc. Redlined and clean copies of the Resolution and Agreement are attached; the clean copies are approved as to form and correctness.

Please be aware, the the Resolution has been amended to authorize execution of the Agreement, declare the City-owned firearms surplus, and authorize the trade-in of the City-owned firearms. This will allow one item to be placed on the City Commission Agenda. The Exhibit lettering has changed for the documents based on this change. You will need to ensure all Exhibits are properly lettered and attached to the Resolution and the Agreement.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

Agenda Item # 11.f.

City Commission Regular Meeting
Meeting Date: 01/06/2025
Re: Service Pistol Purchase Award, Bid No. 2024-025
Submitted For: Eric Chan

SUBJECT:
Approval to award Bid No. 2024-025 for Police Department Service pistols to the lowest responsive bidder, Lawmen's & Shooter's Supply Inc., in an amount not to exceed $170,051.40.

SUMMARY:
The Fort Pierce Police Department is seeking to transition from the Glock 21 (.45 ACP) to the Glock 47 (9mm) Generation 5 MOS. The majority of the current Glock 21 service pistols have been in service for approximately 10-12 years. As service pistols age, they require maintenance to ensure functionality and reliability. Although Glock has no official policy in regards to the service life of their pistols, there are components of the firearm that need attention and periodic replacement. Based on the recommended guidelines for our Glock pistols, it would cost approximately $219.00 per pistol for the necessary components to keep them in service. This cost does not account for the labor associated with the actual refurbishment of the firearm.

Most law enforcement agencies have already moved away from the .45 caliber round due to its availability and cost. Other benefits that support the transition from .45 caliber round to the 9 mm round are that the 9 mm round allows for a higher magazine capacity and the recoil is significantly less than the .45 caliber, making the handling of the weapon more manageable for the majority of officers. As such, the Port St. Lucie Police Department and St. Lucie County Sheriff's Office, along with almost every other law enforcement agency at the federal, state and local level have already, or are in the process of transitioning to a 9 mm caliber pistol. Lastly, duty optics, like the 9 mm round, are quickly becoming the minimum standard for law enforcement officers. The Glock 47 comes optic ready, unlike our current inventory of Glock 21 pistols.

Duty optics allow the shooter to quickly and accurately acquire their target, providing a significant advantage over iron sights. It also allows the shooter to maintain a constant focus on the threat, rather than their sights, and eliminates the need to refocus for sight alignment or sight picture.

RECOMMENDATION:
It is recommended that Lawmen's & Shooter's supply Inc. be the approved vendor to purchase the new service pistols and associated equipment. There were two (2) bids received by the City of Fort Pierce and Lawman's Shooter's & Supply Inc. submitted the lowest bid at $170,051.40 versus GT Distributing, who submitted a bid for $183,184.65.

ALTERNATIVES:
The alternative would be to continue to use the currently issued Glock 21 pistol. However, doing so would only cause the City to incur other costs associated with the repair or maintenance of the current inventory of Glock 21 pistols. Additionally, the trade-in value of the current service pistol will continue to diminish over time, which would increase future costs to replace or transition to new pistols in the future.

RESPONSIBLE STAFF:

Major Eric Chan
Nancy Barboza

COORDINATED WITH:
Major Eric Chan
Nancy Barboza

Fiscal Impact

Budgeted Y/N: y
Fiscal Year: 2025
Account: 0013002 - 564100
Amount: 170,051.40
FISCAL IMPACT:
The funding source will be from unused Public Works capital funds. However, the items will be a police department asset.

Attachments

Bid Recommendation
Bid Extension Letter
Lawmen's Completed Bid

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	12/30/2024 04:22 PM
City Manager	Linda Cox	12/30/2024 05:16 PM

Form Started By: Eric Chan **Started On:** 12/20/2024 09:49 AM
Final Approval Date: 12/30/2024

GO TO PREVIOUS PAGE GO TO THE TOP OF THE PAGE

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City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 02/02/2026

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

Purchase Orders Between $10,000 to $50,000 Approved by the City Manager from December 1,2025 to December 31,2025

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
ADMINISTRATIVE SERVICES	FORT PIERCE MAIN STREET INC.	New Year's Eve Fireworks - December 31, 2025	$38,000.00	0016000-583950 COMMUNITY SPONSOR/FIREWORKS	ADMIN EXP
CITY MANAGER	PRENTICE, ANITA	Highwaymen Mosaic Grave Caps	$10,000.00	1001111-549875 OTHER CURRENT CHRG/ART IN PUB	RESTRICTED REVENUE FUND
CITY MANAGER	ST. LUCIE COUNTY CHAMBER OF COMMERCE	Seven Gables House Operation	$35,000.00	0014006-546510 REPAIR & MAINTEN/VEH PARTS	STREET EXP
COMMUNICATIONS	HOOTSUITE INC.	Annual Renewal - Hootsuite	$12,600.61	0012502-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
ENGINEERING	ST. LUCIE COUNTY PROPERTY APPRAISERS	2025 TRIM Notice Administration non-ad valorem	$17,731.10	4034300-534900 CONTRACTURAL SVC/MSC CONT FEE	STRM EXP
GOLF COURSE	PARAMOUNT PUMP SERVICES LLC	Capital Outlay for Irrigation System Pump Repair	$45,762.00	4054500-564100 EQUIPMENT & MACHINERY/OFFICE	GC EXP
HUMAN RESOURCES	NP&S MANAGEMENT	Police Chief Search Consultant	$20,000.00	0016000-534900 CONTRACTURAL/MSC CONT FEE	ADMIN EXP
IT OPERATIONS	VERMONT SYSTEMS, INC.	Vermont Systems Annual Maintenance Renewal	$22,550.81	4054500-546750 REPAIR & MAINTEN/SOFTWARE	GC EXP
LEISURE SERVICES	SOUTHERN CLEANING SERVICE, INC.	Janitorial Services	$17,710.00	0014008-546110 REPAIR & MAINTEN/JANITORIAL	RW EXP
PW - FACILITIES MAINTENANCE	VERO CHEMICAL DISTRIBUTOR	JANITORIAL SUPPLIES CITY-WIDE FY 26	$45,000.00	0014004-552300 OPERATING SUPPLIES/CLEANING	FACILI EXP
PW - FLEET	MOHAWK LIFTS INC	Fleet division tire changing machine and balancer	$20,273.16	0014003-564300 EQUIPMENT & MACHINERY/HEAVY	FLEET EX
PW - FLEET	SBL FREIGHTLINER, LLC	EMERGENCY REPAIR TO STREETSWEEPER UNIT 45013	$28,999.94	0014006-546510 REPAIR & MAINTEN/VEH PARTS	STREET EXP
PW - PARKS AND GROUNDS	CRYSTAL TRACTOR, LLC	KUBOTA RTVX2-BKH-1, UTILITY VEHICLE PURCHASE	$26,295.00	0014005-564300 EQUIPMENT & MACHINERY/HEAVY	PARKS EXP
SOLID WASTE	GT SUPPLIES, INC	Refurbishment of Commerical Dumpsters	$13,975.85	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOL WS EXP
SOLID WASTE	UNIFIRST CORPORATION	SOLID WASTE DIVISION UNIFORMS, TOWELS & RUGS FY 26	$25,000.00	4024200-552500 OPERATING SUPPLIES/UNIFORMS	SOL WS EXP
SOLID WASTE	OTTO ENVIRONMEN	Replacement Garbage, Recycle & Yard Waste Carts	$28,084.92	4024200-564405 EQUIPMENT & MACHINERY/OTHER	SOL WS EXP
SOLID WASTE	CENTRAL POLY BAG CORPORATION	TRASH CAN LINERS CITY-WIDE FY 26	$35,000.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOL WS EXP
SUNRISE THEATRE	SOUTH FLORIDA CAREFREE CATERING INC.	Catering for Artists Requirements	$10,000.00	4064600-540430 TRAVEL & PER DIEM/FOOD	SUN TH EXP
SUNRISE THEATRE	GRIMES HEATING & AIR CONDITIONING	A/C Maintenance	$20,000.00	4064600-546290 REPAIR & MAINTEN/AC	SUN TH EXP
SUNRISE THEATRE	ANALYTIC SYNERGIES, INC.	Technical Director	$40,000.00	4064600-534960 CONTRACTUAL SVC/HOUSE CREW	SUN TH EXP



1/21/2026