

# FORT PIERCE REDEVELOPMENT AGENCY

## BOARD AGENDA

FPRA Regular Meeting - Wednesday, January 14, 2026 - 5:05 p.m.  
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

- A. Approval of the Minutes of the December 9, 2025 FPRA Minutes.

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

6. **COMMENTS FROM THE PUBLIC**

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

7. **CONSENT AGENDA**

- A. Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed \$14,040 as requested by the City Commission and FPRA.

- B. Approval to Award Bid No. 2026-017 for the Trash and Recycling Receptacles for Downtown Fort Pierce, Jetty Park, and River Walk to the only respondent Big Belly Solar, LLC in the amount of \$380,448.60

8. **NEW BUSINESS**

- A. King's Landing Quarterly Update - Bill Ware, Live Oak Holdings
- B. Presentation of the Hutchinson Island Committee Initiative as Recommended by the CRA Advisory Committee
- C. Zora House Presentation by Zora Neale Hurston Florida Education Foundation and The Conservation Fund

9. **STAFF COMMENTS**

- A. January 2026 Programs & Activities Summary

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

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

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

**FPRA Regular Meeting - 5:05 PM**

**5. A.**

**Meeting Date:** January 14, 2026

**Re:**

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approval of the Minutes of the December 9, 2025 FPRA Minutes.

**SUMMARY:**

**FPRA REDEVELOPMENT PLAN GOAL/POLICY**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**Attachments**

Minutes

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MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, DECEMBER 9, 2025.

**1. CALL TO ORDER**

Chairperson Hudson called the December 9, 2025 FPRA Meeting of the City Commission to order at 5:05 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

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

**4. APPROVAL OF MINUTES**

A. Approval of the Minutes of the November 12, 2025 FPRA Minutes.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the November 12, 2025 FPRA Meeting.

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

Passed

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the agenda with the addition of Item 11B, Highwaymen Museum Brick Pavers Update and Discussion.

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

Passed

**6. COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject on this agenda may be heard at this time.

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

No comments.

**7. CONSENT AGENDA**

- A. Approval of Second Amendment to Fort Pierce Redevelopment Agency Service Agreement Comprehensive Wayfinding Signage Program to provide solar-powered lighting for the seven gateway signs in the amount of \$79,345.00 as requested by the FPRA Board and extending the completion date to June 17, 2026.
- B. Approval of Change Order No. 17 — General Contractor Services, Extending Rental of Temporary Construction Fence for an amount not to exceed \$2,689.66 to cover the duration of the project.
- C. Approval of Change Order No. 18, General Contractor Services, Plumbing Tie-in to Backflow Preventer for an amount not to exceed \$1,260 resulting from its required relocation for the Highwaymen Museum project.
- D. Approval of Grant Agreement for Commercial Facade improvement at 515 S Indian River Dr — Crownman FL, LLC in the amount of \$25,000

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

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

Passed

**8. NEW BUSINESS**

- A. Consideration of CRA Advisory Committee Recommendation Regarding the Youth Banner Art Showcase Submissions

Director of Community and Economic Development Shyanne Harnage presented the Youth Banner Art Showcase submissions and staff recommendations.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the recommendation from the CRA Advisory Committee to use all artwork submitted.

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

Passed

- B. ADDED ITEM: Highwaymen Museum Brick Pavers Update and Discussion

Special Projects Coordinator Audria Moore presented the proposed changes to the Highwaymen Museum brick pavers project.

The Board discussed extending the pavers to the property boundaries to create a seating and functional area, impacts related to the oak tree root system, timing of change order approval, the potential for a resident paver program to raise funds for the museum, grant funding, and the recommendation that the Board authorize the work to proceed with the formal change order brought back for approval at a later date.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to extend an offer to proceed with the work with the following conditions: an increase not to exceed \$14,040 for additional pavers; a 10-day extension from the original scheduled completion date; staff approval of the contract; vendor acceptance of the change order; and extension of the brick pavers to the fenced property boundaries.

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

Passed

**9. STAFF COMMENTS**

No comments.

A. December 2025 Programs & Activities Summary

**10. BOARD COMMENTS**

Commissioner Broderick stated that he conducted a perimeter inspection of the Sunrise Theater Building and observed stucco delamination likely related to roof issues, recommending that an outside firm conduct an official inspection.

Commissioner Johnson recommended that at a future FPRA meeting, we have a discussion regarding further development of Highwaymen Park and the Means Court Building.

Chairperson Hudson inquired about the status of the Sunrise Theater and the outside firm.

**11. ADJOURNMENT**

Chairperson Hudson adjourned the meeting at 5:53 p.m.

ATTEST:

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CITY CLERK

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CHAIRPERSON

**FPRA Regular Meeting - 5:05 PM**

**9. A.**

**Meeting Date:** January 14, 2026

**Re:** Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed \$\$14,040 as requested by the FPRA and City Commission..

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

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**SUBJECT:**

Approval of Change Order No. 19, General Contractor Services, Expansion of the Paver Garden for an amount not to exceed \$14,040 as requested by the City Commission and FPRA.

**SUMMARY:**

During the October 20, 2025 City Commission meeting and the October 21, 2025 FPRA meeting, the Commission and Board discussed modifying the original scope of work for the Highwaymen Museum project. Instead of installing only the proposed path, the revised plan calls for the entire rear paver garden area to be fully covered with pavers.

On December 9, 2025, the Fort Pierce Redevelopment Agency approved Change Order #19 with conditions to ensure the project remains on schedule.

**Special Conditions:**

- The change order is capped at \$14,040 for the additional pavers.
- The contractor must complete the project by December 30, 2025.
- A 10-day extension beyond the scheduled completion date may be granted if needed.
- Pavers must extend to the perimeter/fence line, completing the full rectangular garden area.
- A formal written change order must be prepared and submitted.
- The change order and contract require staff and staff attorney approval prior to execution.

**FPRA REDEVELOPMENT GOAL/POLICY:**

Goal 11: The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.

• POLICIES

- 11.1 The Fort Pierce Redevelopment Agency shall coordinate with local artists and artistic groups regarding events, activities and performances within the Community Redevelopment Area.
- 11.2 The Fort Pierce Redevelopment Agency shall continue to support the Sunrise and Lincoln Theaters, as well as other current and potential entertainment venues within the Redevelopment Area.

**RECOMMENDATION:**

Staff recommends approval of change order No. 19 for the expansion of the Paver Garden

**ALTERNATIVES:**

Change Order No. 19 was submitted at the direction of the Commission and Fort Pierce Redevelopment Agency (FPRA).

**RESPONSIBLE STAFF:**

Audria V. Moore, Special Projects Coordinator

**COORDINATED WITH:**

City Commission  
Fort Pierce Redevelopment Agency  
City Attorney  
Journey C & D Group, Inc.

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2026  
**Account:** 104-9400563200  
**Amount:** \$14,040

**FISCAL IMPACT:**

The funds for this change, not to exceed \$14,040.00, will be paid for out of FPRA Account Number: Improvements – Other Improvements - 104-9400563200.

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**Attachments**

Change Order No. 19  
Exhibit A - Original Contract  
Construction Management Proposal  
City Attorney Approval Memo

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**CHANGE ORDER NO. \_\_\_\_\_**  
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum,  
Bid No. 2022-030**

DATE: 11/26/2025 CONTRACTOR: Journey C + D Group Inc.

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: 05/22/2023

CHANGE ORDER REQUESTED BY: City \_\_\_\_\_ Contractor X

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ 513,945.30

Current CONTRACT AMOUNT ADJUSTED  
by Previous CHANGE ORDER(S) \$ 796,160.20

Net **INCREASE** of CONTRACT AMOUNT  
resulting from this CHANGE  
ORDER \$ 14,036.40

Current CONTRACT AMOUNT Including  
this CHANGE ORDER \$ 810,196.60

ORIGINAL CONTRACT TIME 210 Calendar Days

Current CONTRACT TIME ADJUSTED  
by Previous CHANGE ORDER 205 Calendar Days

Net (Increase) (Decrease)  
resulting from this  
CHANGE ORDER 11 Calendar Days

Current CONTRACT COMPLETION DATE  
including this CHANGE ORDER (**includes  
the 10-day extension**) January 19, 2025

## CHANGES ORDERED:

I. **GENERAL:** This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

## II. REQUIRED CHANGES:

This change was requested by the City Commission to modify the original scope of work. Instead of installing only the proposed path, the entire rear paver garden area of the Highwaymen Museum is now to be fully covered and installed with pavers.

## III. JUSTIFICATION:

The City Commission requested this modification to ensure the Highwaymen Museum's rear garden area provides a consistent, accessible, and visually cohesive surface. Expanding the scope from a single path to full coverage enhances visitor safety, improves ADA accessibility, and creates a more durable and low-maintenance solution. This adjustment also elevates the aesthetic appeal of the museum grounds, aligning with the City's vision of presenting a welcoming and high-quality cultural destination.

## 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.

## VI. SPECIAL CONDITIONS

### Maximum Cost

- The change order is capped at **\$14,040** for the additional pavers.

### Completion Timeline

- The contractor must complete the project by **December 30th, 2025**.
- An **extension of 10 additional days** is allowed beyond the scheduled completion date, if needed.

### Scope of Work

- The pavers must extend to the **perimeter/fence line**, completing the entire rectangular square area out to the boundaries of the property.

### Written Change Order

- A formal **written change order** must be prepared and submitted.

### Approval by Staff & Attorney

- The change order and contract must be **approved by staff and the staff attorney** before execution.


RECOMMENDED BY:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

ACCEPTED BY:

  
\_\_\_\_\_  
(signature)

Clifford L. Moore Jr.  
\_\_\_\_\_  
Clifford L. Moore Jr., CEO  
Journey C + D Group, Inc.

12/10/2025  
\_\_\_\_\_  
(date)

From the CITY:

APPROVED BY:

\_\_\_\_\_  
Lindsay Hudson, Mayor

\_\_\_\_\_  
(date)

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Sara Hedges, City Attorney

\_\_\_\_\_  
(date)

From the FPRA:

APPROVED BY:

\_\_\_\_\_  
Lindsay Hudson, Chair

\_\_\_\_\_  
(date)

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Sara Hedges, Agency Attorney

\_\_\_\_\_  
(date)

11/17/2025

Audria Moore-Wells  
City of Fort Pierce  
100 N US Hwy 1  
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-19 for **Pavers**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM  
City of Fort Pierce  
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

**02 - Existing Conditions**

1. Paver Sand

Price: **\$ 14,036.40** *Fourteen Thousand Thirty Six Dollars and Forty Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 11 days.**

Clarification(s): None.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values  
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail [cmoore@journeycdg.com](mailto:cmoore@journeycdg.com) if you have any questions or require additional information.

Regards,



**Journey C+D Group, Inc**  
Clifford Moore  
CGC1524020  
Chief Executive Officer

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Fort Pierce

Project: 2210001 - 19 - Pavers

Date: 11/17/2025

#	Description of Work	Scheduled Value (\$)
1	Project Management and Coordination	2,300.00
2	Site Grading	2,275.00
3	Pavers	8,793.00
4	Profit	668.40
Total:		14,036.40

**2210001 - 19 - Pavers**

Manager: Clifford Moore

As of 12/8/2025

Potential Change 19

	Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
02800	Site Grading	1.00	l/s	0.00	0.00	2,275.00	0.00	0.00	2,275.00
	Site Grading	1.00	l/s	Subcontract @	2,275.00	=			2,275.00
02950	Pavers	1.00	l/s	0.00	0.00	8,793.00	0.00	0.00	8,793.00
	Pavers	1.00	l/s	Subcontract @	6,503.00	=			6,503.00
	Paver Sand	1.00	l/s	Subcontract @	2,290.00	=			2,290.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	2,300.00	0.00	0.00	2,300.00
	Project Management and Coordination	1.00	l/s	Subcontract @	2,300.00	=			2,300.00
<b>SUBTOTAL DIRECT COSTS</b>				<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>
	Indirect Costs			0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates			0.00%	0.00%	0.00%	0.00%	0.00%	
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>				<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>
	Fee							5.00%	668.40
<b>TOTAL PRICE</b>									<b>14,036.40</b>

Exhibit A



# **LUMP SUM CONSTRUCTION**

**FOR**

# **GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM**

**CITY OF FORT PIERCE BID NO. 2022-030**

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name "Chris".

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## AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement" or "Contract") entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, the CITY OF FORT PIERCE**, a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7<sup>th</sup> Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

### WITNESSETH:

**WHEREAS**, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, Fort Pierce, Florida**, and

**WHEREAS**, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner as detailed in their General Contractor Services, Bid No. 2022-030 Bid Submission, and

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

**WHEREAS**, the CITY's Representative and the Project Manager, as designated by the City Manager, have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

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

### ARTICLE 1 DOCUMENTS INCORPORATED BY REFERENCE

This Agreement is for Work to be completed on the renovation to an existing two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

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



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

## **ARTICLE 2 REPRESENTATIONS OF THE CONTRACTOR**

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

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

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

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

## **ARTICLE 3 INTENT AND INTERPRETATION**

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

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

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

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

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

construction industry, according to its common and customary usage.

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

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

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

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

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

- (1) As between this document and the plans or specifications, this document shall govern.
- (2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

#### **ARTICLE 4 CONTRACTOR’S PERFORMANCE**

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



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

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

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

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

## **ARTICLE 5 TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS**

5(A) The CONTRACTOR shall commence the performance of this Agreement on the date set forth in the Notice to Proceed issued by the Project Manager, as designated by the City Manager, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 90 calendar days and Final Completion in 120 calendar days of permits being obtained hereinafter the "Contract Time"**). By signing this Agreement, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 9(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **\$250.00 per day** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages. |

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Agreement such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use, or operate it in all respects, for

its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

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

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

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

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

Any claim for extension of time shall be made in writing to the CITY, with a copy to the Project Manager, as designated by the City Manager, , not more than ten (10) calendar days

from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

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

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

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

## ARTICLE 6 CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) Based on the Scope of Work, identified as **Bid No. 2022-030, General Contractor Services – Highwaymen Museum**, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: **\$513,945.30** (hereinafter the "Contract Amount").

6(B) Prior to review of the first Payment Request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance 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 Agreement. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY. |



6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the Project Manager, as designated by the City Manager.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

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

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

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

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the Project Manager, as designated by the City Manager, properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers, or others having lien or claim rights, wherein said subcontractors, material, men, suppliers, or others



having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until Substantial Completion of contracted Project.

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

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

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

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

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

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

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

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

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

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

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

Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

## **ARTICLE 7 INFORMATION AND MATERIAL SUPPLIED BY THE CITY**

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

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the Project Manager, as designated by the City Manager, in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Agreement, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement. The Project Manager, as designated by the City Manager, shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the Agreement modified in writing accordingly.

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

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

7(B) The CONTRACTOR is responsible for obtaining all permits required. The CITY is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

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

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

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely

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

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

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

## **ARTICLE 9 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

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

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

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

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

<b>NAME</b>	<b>FUNCTION</b>
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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

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

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other

submittals. All of these items shall be available to the Project Manager, as designated by the City Manager, during all regular business hours.

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

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

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

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

9(K) At all times relevant to this Agreement, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

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

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to its employees, subcontractors' employees, employees of the CITY, members of the public, the Work itself and unassembled components thereof, and other property at the site or

adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

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

The CONTRACTOR shall promptly notify the Project Manager, as designated by the City Manager, upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the Project Manager, as designated by the City Manager, and the CONTRACTOR. In the case of work stopped hereunder, Article 5 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

## **ARTICLE 10 INDEMNITY**

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

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

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

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



**ARTICLE 11  
CLAIMS BY THE CONTRACTOR**

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

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

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

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

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

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

**ARTICLE 12  
SUBCONTRACTORS**

12(A) Prior to execution of this Agreement, the CONTRACTOR shall have identified to the Project Manager, as designated by the City Manager, , in writing, those parties required to



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

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

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

### **ARTICLE 13 CHANGE ORDERS**

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

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

- a. The CONTRACTOR shall furnish a price breakdown, itemized as required and

within the time specified by the Project Manager, as designated by the City Manager, , with any proposal for a contract modification.

- b. The price breakdown:
  - (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and
  - (b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- d. The CONTRACTOR'S proposal shall include a complete justification for any time extension proposed.

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

- (1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR'S execution of the Change Order; or
- (2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

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

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR'S surety with reference to all Change Orders if such notice, consent, or approval are required by the CITY, the CONTRACTOR'S surety or by law. The CONTRACTOR'S

execution of the Change Order shall constitute the CONTRACTOR'S warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

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

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

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

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

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

1. For the CONTRACTOR, for any work performed by the CONTRACTOR'S own forces, 15% of the Subtotal of Costs to the CONTRACTOR.
2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.
4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

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

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

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

## **ARTICLE 14 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

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

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

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

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

14(E) Project Manager, as designated by the City Manager, may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The CONTRACTOR, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the Project Manager, as designated by the City Manager, agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to the specified additional time to correct the defect or non-conformance.

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

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

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

- (1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and
- (2) preserving and protecting work in place; and
- (3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and
- (4) substantiated extended field office overhead (no home office overhead).

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

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

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

## **ARTICLE 16 TERMINATION BY THE CITY**

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

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and



claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(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 Agreement.
- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.
- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

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

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel, or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material

provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

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

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

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

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

## **ARTICLE 17 INSURANCE**

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

### 17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY, at all times, reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability, and Pollution Liability



Insurance, an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

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

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

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

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

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

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

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

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

|Part One: "Statutory"



Part Two:	\$2,000,000	Each Accident
	\$2,000,000	Disease - Policy Limit
	\$2,000,000	Disease - Each Employee

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

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

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

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

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

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

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

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

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those that 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
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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
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17(A)(6) Pollution Legal Liability

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

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

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

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

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

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



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

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

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

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

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

17(A)(8) General Conditions

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

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

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

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

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

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

## **ARTICLE 18 PERFORMANCE AND PAYMENT BONDS**

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

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

(1) Ratings by A.M. Best

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

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that

such excess risk has been protected in an acceptable manner.

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

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

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

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

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

## **ARTICLE 19 PROJECT RECORDS**

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

## **ARTICLE 20 APPLICABLE LAW**

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

**ARTICLE 21  
SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Agreement. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

**ARTICLE 22  
MISCELLANEOUS PROVISIONS**

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, rules, and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity," as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon, or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable. |

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.



Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

**CITY:**  
**FORT PIERCE REDEVELOPMENT AGENCY**  
**CITY OF FORT PIERCE**  
100 North US Highway 1  
Fort Pierce, FL 34954-1480  
Attention: City Manager  
City Attorney

**CONTRACTOR**  
**JOURNEY C&D GROUP, INC**  
1147 NE 7th Avenue  
Fort Lauderdale, FL 33304  
Attention: Clifford L. Moore, Jr.

**ARTICLE 23**  
**ENTIRE AGREEMENT**

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

**ARTICLE 24**  
**SEVERABILITY**

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

**ARTICLE 25**  
**WAIVER**

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

**ARTICLE 26**  
**SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

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

WITNESSETH:

CONTRACTOR:  
JOURNEY C&D GROUP, INC.

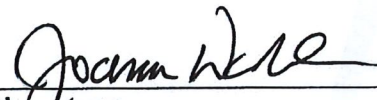
JARAD WAHL  
\_\_\_\_\_  
Print Name

By:  \_\_\_\_\_

 \_\_\_\_\_  
Signature

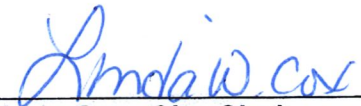
Title: CEO \_\_\_\_\_

Joanna Wahl  
\_\_\_\_\_  
Print Name

 \_\_\_\_\_  
Signature

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

 \_\_\_\_\_  
Linda Cox, City Clerk

 \_\_\_\_\_  
Linda Hudson, Chairperson


ATTEST:

CITY OF FORT PIERCE:

 \_\_\_\_\_  
Linda Cox, City Clerk

 \_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

 \_\_\_\_\_  
Tanya Early, City Attorney



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*



# Exhibit A

*Chry*

## SCOPE OF WORK

of the Jackie L. Caynon Building to house  
The City of Fort Pierce Florida Highwaymen Museum

### SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

#### **Overall Building**

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

#### **Exterior**

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

#### **Interior**

##### First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-foot kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

##### Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls



THE SUNRISE CITY  
PURCHASING  
DEPARTMENT

FORT PIERCE  
*Florida*



# Exhibit B

*Chryse*

## EXHIBIT "B"

# GENERAL CONDITIONS

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## SECTION 1 - CONTRACT DOCUMENTS

### 1.1 DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, pursuant to Paragraph 12.3.

#### 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

#### 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

#### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

#### 1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

#### 1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the Project Manager, as designated by the City Manager, of final completion.

#### 1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

#### 1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

#### 1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

#### 1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

#### 1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

#### 1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

#### 1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

#### 1.1.14 FPRA AND CITY

The Fort Pierce Redevelopment Agency (FPRA) and City of Fort Pierce: The Owner.

#### 1.1.15 CONTRACT AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

#### 1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the Project Manager, as designated by the City Manager, to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The Fort Pierce Redevelopment Agency and the City of Fort Pierce: The Owner.

#### 1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

#### 1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

#### 1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the Project Manager, as designated by the City Manager.

#### 1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections or any part thereof.

#### 1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

#### 1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

#### 1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

#### 1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

#### 1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required,

reference, or determination rests solely with the Project Manager, as designated by the City Manager, or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

## 1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

## 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

**SECTION 2 - THE PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER**

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager, as designated by the City Manager, will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Project Manager, as designated by the City Manager, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Project Manager, as designated by the City Manager, for such interpretations.

**SECTION 3 – FPRA AND CITY****3.1 DEFINITION**

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the FPRA, the City, or their authorized representative.

**3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

**3.3. CITY'S RIGHT TO STOP THE WORK**

3.3.1 Termination of work shall be in compliance with the Agreement, to include Articles 8, 10, 14, 15,16, and 17, and the Contract Documents.

**3.4 CITY'S RIGHT TO CARRY OUT THE WORK**

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with Agreement and Sections 8, 14, 15, and 16, as noted in the Contract Documents.

**SECTION 4 - CONTRACTOR**

**4.1 DEFINITION**

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

**4.2 REVIEW OF CONTRACT DOCUMENTS**

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the Project Manager, as designated by the City Manager, for any damage resulting from such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

**4.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

#### 4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

#### 4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the Project Manager, as designated by the City Manager, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the Project Manager, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

#### 4.6 TAXES

4.6.1 Not applicable.

#### 4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager, as designated by the City Manager, in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Project Manager, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

#### 4.8 ALLOWANCES

4.8.1 Not applicable.



#### 4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

#### 4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

#### 4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, by transmittal letter with Contractor's signature.

#### 4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Project Manager, as designated by the City Manager, for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Project Manager, as designated by the City Manager, may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and

pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give Project Manager, as designated by the City Manager, specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Project Manager, as designated by the City Manager, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by Project Manager, as designated by the City Manager, relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required, any related Work performed prior to Project Manager's, as designated by the City Manager, review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

#### 4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

#### 4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

#### 4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

#### 4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the Project Manager, as designated by the City Manager.

#### 4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Project Manager, as designated by the City Manager.

#### 4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Agreement, to include Articles 10 and 22, and all Contract Documents.

### **SECTION 5 - SUBCONTRACTORS**

#### 5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents



as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.**

5.2.1 Shall be in compliance with the Agreement, to include Article 12, and all Contract Documents.

**SECTION 6 - WORK BY CITY**

**6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.2 MUTUAL RESPONSIBILITY**

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

### 6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the Project Manager, as designated by the City Manager, shall determine to be just.

## **SECTION 7 MISCELLANEOUS PROVISIONS**

### 7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

### 7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

### 7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

### 7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

### 7.5 CONSIDERATION OF BIDS – SCOPE ALTERNATES

7.5.1 For the purpose of award, after opening and reading the proposals, the CITY will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the CITY will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the CITY

reserves the right to reject any or all proposals and to waive technical errors that the CITY may deem best for the interest of the City. Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

## 7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.6.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

## 7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by the City, , Project Manager, as designated by the City Manager, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

## 7.8 TESTS

7.8.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the City shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires

special inspection, testing, or approval which Paragraph 7.8.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the Project Manager, as designated by the City Manager.

## **SECTION 8 - TIME**

### **8.1 DEFINITIONS**

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the Project Manager, as designated by the City Manager, when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

### **8.2 PROGRESS AND COMPLETION**

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer or Project

Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## **SECTION 9 – PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

### **9.3 APPLICATIONS FOR PAYMENT**

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the Project Manager, as designated by the City Manager, may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

## 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the Project Manager's, (as designated by the City Manager) observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Project Manager, as designated by the City Manager, shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

## 9.5 PROGRESS PAYMENTS

9.5.1 After the Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with the American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the City nor the Project Manager, as designated by the City Manager, shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may

otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

**9.5.6 No approval for a progress payment shall be approved prior to Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

## 9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the Project Manager, as designated by the City Manager, is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the City. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;
3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the City or other contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Time, or
7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

## 9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

## 9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The Project Manager's, (as designated by the City Manager), final approval for payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

**SECTION 10 – PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

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subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the Project Manager, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

**10.3 EMERGENCIES**

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

**10.4 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS**

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the Project Manager, as designated by the City Manager, will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

**SECTION 11 – INSURANCE  
(SEE CONTRACT DOCUMENTS - ARTICLE 17)**

**SECTION 12 – CHANGES IN THE WORK**

**12.1 CHANGE ORDERS**

12.1.1 A Change Order is a written order to the Contractor signed by the Project Manager, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

## 12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

## 12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Project Manager, as designated by the City Manager, written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Project Manager, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.3, (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

## 12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager, as designated by the City Manager, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

**SECTION 13 – UNCOVERING AND CORRECTION OF WORK****13.1 UNCOVERING OF WORK**

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

**13.2 CORRECTION OF WORK**

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager, as designated by the City Manager, as defective or as failing to conform to the Contract Documents whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager, as designated by the City Manager, or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, as designated by the City Manager, the City may remove it and replace the materials or equipment at the expense of the Contractor.

If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

### **13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

13.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **SECTION 14 – TERMINATION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the Project Manager, as designated by the City Manager, has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Project Manager, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

### **14.2 TERMINATION BY THE CITY**

14.2.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors

or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Project Manager, as designated by the City Manager, that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's, as designated by the City Manager, additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the Project Manager, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

**SECTION 15 – UNFAVORABLE WEATHER AND OTHER CONDITIONS**

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the Project Manager, as designated by the City Manager, the Contractor shall be able to overcome them.

**SECTION 16 – ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS**

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

**SECTION 17 – BEFORE STARTING CONSTRUCTION**

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the



Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or Project Manager, as designated by the City Manager, for failure to report any conflict, error, or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City and Project Manager, as designated by the City for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The Project Manager, as designated by the City Manager, may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as Project Manager, as designated by the City Manager, directs, to attend the conference.

**SECTION 18 – PRECEDENCE OF CONTRACT DOCUMENTS**

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

**SECTION 19 – MEASUREMENT AND PAYMENT**

**19.1 DESCRIPTION OF REQUIREMENTS**

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the

Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Project Manager, as designated by the City Manager, shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined on a percentage of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

**SECTION 20**  
**"DELETED"**

**SECTION 21 – COORDINATION**

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.



**SECTION 22****"DELETED"****SECTION 23****"DELETED"****SECTION 24 –PRECONSTRUCTION CONFERENCE**

24.1 Project Manager, as designated by the City Manager, will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.

24.3 Agenda:

1	Execution of City-Contractor Agreement;
2	Submission of executed bonds and insurance certificates;
3	Distribution of Contract Documents;
4	Submission of list of Subcontractors, and progress schedule;
5	Designation of personnel representing the parties in Contract, and the Project Manager, as designated by the City Manager;
6	Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7	Scheduling
8	Scheduling activities of Testing Laboratory

**SECTION 25 –PROGRESS MEETINGS**

25.1 Project Manager, as designated by the City Manager, or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;



9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

**SECTION 26 – CONTRACT CLOSEOUT**

**26.1 DESCRIPTION**

26.1.1 Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

**26.2 FINAL COMPLETION & INSPECTION**

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

**26.3 REINSPECTION FEES**

26.3.1 Should the Project Manager, as designated by the City Manager, perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

**26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS**

26.4.1 The Contractor shall submit to the Project Manager, as designated by the City Manager, the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

**The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).**

**END OF SECTION**



THE SUNRISE CITY  
PURCHASING  
DEPARTMENT

FORT PIERCE  
*Florida*



# Exhibit C

**EXHIBIT "C"**  
**CONTRACT FORMS**  
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**CITY OF FORT PIERCE**  
**Purchasing Division**  
 100 North U.S. Highway 1  
 P.O. Box 1480  
 Fort Pierce, Florida 34950-1480  
[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

Office: (772) 467-3102

Fax: (772) 467-3848

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
 (Name of Contractor)

\_\_\_\_\_  
 (Address of Contractor)

a \_\_\_\_\_  
 (Corporation, Partnership, or Individual)

Hereinafter called Principal, and \_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

\_\_\_\_\_  
 City of Fort Pierce  
 (Name of Owner)

\_\_\_\_\_  
 100 North U.S. Highway 1, Fort Pierce, Florida 34950  
 (Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars, (\$\_\_\_\_\_),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in \_\_\_\_\_  
(Number)

counterparts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 2023.



ATTEST:

\_\_\_\_\_  
(Principal) Secretary

Name \_\_\_\_\_  
(Type)

(Corporate Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

Name \_\_\_\_\_  
(Type)

(Corporate Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

Title \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
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**  
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[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

Office: (772) 467-3102

Fax: (772) 467-3848

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
 (Name of Contractor)

\_\_\_\_\_  
 (Address of Contractor)

a \_\_\_\_\_  
 (Corporation, Partnership, or Individual)

Hereinafter called Principal, and \_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
 City of Fort Pierce  
 (Name of Owner)

\_\_\_\_\_  
 100 North U.S. Highway 1, Fort Pierce, Florida 34950  
 (Address of Owner)

Hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

*Chry*  
 Type te

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

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

(Type)

(Type)

(Corporate Seal)

Title \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_  
Attorney-in-Fact

Name \_\_\_\_\_  
(Type)

Name \_\_\_\_\_  
(Type)

(Corporate Seal)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

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

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

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

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

**END OF SECTION**



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

**FORT PIERCE**  
*Florida*

## **NOTICE OF AWARD**

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

**END OF SECTION**

A handwritten signature in blue ink, appearing to be 'Chry', is located in the bottom right corner of the page.



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*



**NOTICE TO PROCEED**

Date: 4/26/23

To: Journey C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: \$ 513,945.<sup>30</sup>

You are hereby notified to proceed with the Work on the subject Project on or before \_\_\_\_\_, 2023, and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: December, 2023.

OWNER:  
  
CITY OF FT. PIERCE, FLORIDA  
100 NORTH U.S. HIGHWAY 1  
FT. PIERCE, FL 34950

BY:  
  
\_\_\_\_\_  
Nicholas C. Mimms, P.E., ICMA-CM  
City Manager

**ACKNOWLEDGE RECEIPT OF NOTICE**

By: [Signature]  
Contractor

4/26/23  
Date

**END OF SECTION**



**CHANGE ORDER FORM**  
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum,  
Bid No. 2022-030**

DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: \_\_\_\_\_

CHANGE ORDER REQUESTED BY: City \_\_\_\_\_ Contractor \_\_\_\_\_

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

**CONTRACT AMOUNT AND CONTRACT TIME:**

Original CONTRACT AWARD AMOUNT \$ \_\_\_\_\_

Current CONTRACT AMOUNT ADJUSTED  
by Previous CHANGE ORDER(S) \$ \_\_\_\_\_

Net (Increase) (Decrease) of CONTRACT  
AMOUNT resulting from this CHANGE  
ORDER \$ \_\_\_\_\_

Current CONTRACT AMOUNT Including  
this CHANGE ORDER \$ \_\_\_\_\_

ORIGINAL CONTRACT TIME \_\_\_\_\_ Calendar Days

Current CONTRACT TIME ADJUSTED  
by Previous CHANGE ORDER \_\_\_\_\_ Calendar Days

Net (Increase) (Decrease) Resulting  
from this CHANGE ORDER \_\_\_\_\_ Calendar Days

Current CONTRACT COMPLETION DATE  
including this CHANGE ORDER \_\_\_\_\_

(Change Order No. \_\_\_\_\_, Page 1 of 2)

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





# CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: \_\_\_\_\_

I, the undersigned, \_\_\_\_\_  
(Name of Attorney)

the duly authorized and acting legal representative of \_\_\_\_\_

\_\_\_\_\_, do hereby certify as follows:  
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

**END OF SECTION**



NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C&D Group Inc.  
(a partner or officer of the firm of, etc.)

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

Journey C&D Group Inc  
(Firm Name)

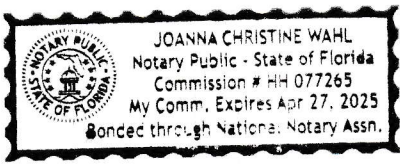
By: [Signature]

Title: CEO

Subscribed and sworn to before me this 4<sup>th</sup> ~~of~~ <sup>SW</sup>  
day of APRIL, 2023

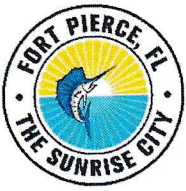
[Signature]  
Notary Public

My Commission expires: (Seal)  
4-27-25



END OF SECTION

[Signature]  
Type text



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

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

1. This sworn statement is submitted with Bid No. 2022-030 for General Contractor  
Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc  
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale  
FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784

\_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity  
(please print name of individual signing)

named above is CEO.

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

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

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

**EXHIBIT "C"**

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 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.

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: Clifford L. Moore Jr.

Date: 4/26/23

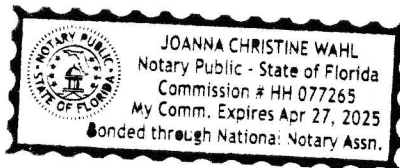
STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26<sup>th</sup> day of April, 2023.

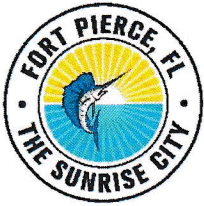
NOTARY PUBLIC SEAL:



My commission expires: 4-27-25

END OF SECTION

*Cliff*



# CERTIFICATION OF NON-SEGREGATED FACILITIES

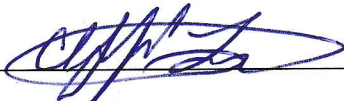
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26<sup>th</sup>, 2023

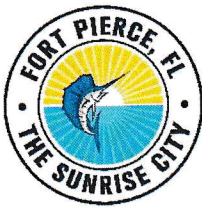
Official Address  
(Including Zip Code):

1147 NE 7th Ave.  
Fort Lauderdale FL 33304

By:   
CEO  
(Title)

**END OF SECTION**





# TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification:**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars  
(Written)  
\$0.00  
(Figures)

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

Certified: Journey C&D Group Inc.  
(Company Contractor)

By: [Signature]  
(President's Signature)

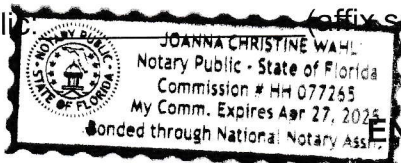
Clifford L. Moore Jr.  
(President's Typed or Printed Name)

**Notarization:**

Sworn to and subscribed before me in BROWARD County, Florida on the 4<sup>th</sup> day of APRIL, 2023.

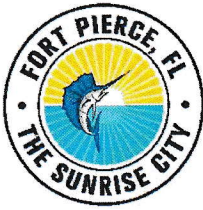
Notary Public: \_\_\_\_\_ (affix seal)

My Commission Expires: 4/27/25



END OF SECTION

[Signature]  
Type



DRUG-FREE WORK PLACE FORM

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

Journey C+D Group Inc  
(Name of Business)

does:

- 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.

[Signature] Proposer's Signature
4/26/23 Date

END OF SECTION

[Signature]



**E-VERIFY**  
FORT PIERCE, FLORIDA

**PROJECT: GENERAL CONDITION B RECONSTRUCTION**

**Bid No.: 2022- 030**

**Project Description:** General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm:

Journey C + D Group Inc.

Authorized Signature:

[Signature]

Title:

CEO

Date:

4/26/23

**END OF SECTION**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2022

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

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Journey C&D Group Inc 6200 SW 6th St Plantation, FL 33317	<b>INSURER A:</b> State National Insurance Company, Inc. <span style="float: right;">NAIC # 12831</span>
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A X	NXTXGCV5K5-02-WC	07/27/2022 07/27/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER** **CANCELLATION**

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

LIVE CERTIFICATE



Click or scan to view

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2023

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

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

<b>PRODUCER</b> ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	<b>CONTACT NAME:</b> Acch Insurance Agency LLC <b>PHONE (A/C, No., Ext):</b> (772) 985-5265 <b>E-MAIL ADDRESS:</b> acchinsagency@hotmail.com	<b>FAX (A/C, No):</b> 772-408-5501
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	<b>INSURER A:</b> James River Insurance Company	<b>NAIC #</b> 12203
	<b>INSURER B:</b> Progressive Express Ins Company	10193
	<b>INSURER C:</b> Scottsdale Insurance Company	41297
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x	x	00135809-0	10/03/2022	10/03/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comprehens <input checked="" type="checkbox"/> Collision	x		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 500
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE \$ 5,000,000
	DED    RETENTION \$						AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum

The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04) Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

<b>CERTIFICATE HOLDER</b> CITY OF FORT PIERCE 100 North US Highway 1 Fort Pierce, FL 34954-1480	<b>CANCELLATION</b> 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 <i>Angela Heryle</i> <AH>
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Where required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

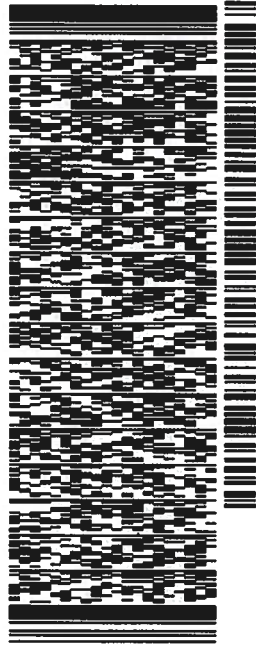
ORIGIN ID:SEFA (727) 209-1803  
STEPHANIE WALL  
NELSON & COMPANY, INC.  
1000 CENTRAL AVE.  
SUITE 200  
ST PETERSBURG, FL 33705  
UNITED STATES US

SHIP DATE: 01MAY23  
ACTWGT: 0.50 LB  
CAD: 112814662INET4610  
BILL SENDER

TO CLIFFORD MOORE JR.  
JOURNEY C&D GROUP, INC.  
1147 NE 7TH AVENUE

FORT LAUDERDALE FL 33304  
(954) 842-7074  
REF: DEPARTMENT 2

PO. DEPT: DEPT 02

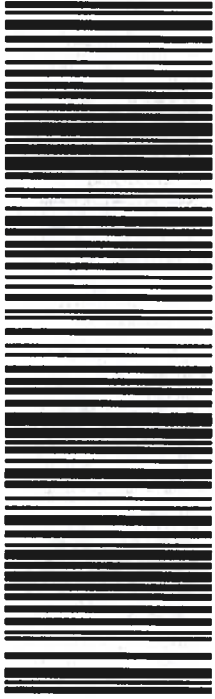


TRK# 7720 1129 2300  
0201

TUE - 02 MAY 10:30A  
PRIORITY OVERNIGHT

XG HWOA

FL-US 33304  
FLL



583J32BC3/FE2D

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



NIELSON, WOJTOWICZ, NEU & ASSOCIATES  
A NIELSON HOOVER GROUP COMPANY



May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee  
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum  
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X \_\_\_\_\_

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,  
American Southern Insurance Company

Kevin R. Wojtowicz  
Attorney-in-Fact





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

Office: (772) 467-3102

Fax: (772) 467-3848

**PERFORMANCE BOND**  
 Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.

(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company

(Name of Surety)

P O Box 723030, Atlanta, GA 31139

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce

(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950

(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand

Nine Hundred Fourty Five 30/100 Dollars, (\$ 513,945.30 ),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ 2023 a copy of which is hereto attached and made a part hereof, to furnish **General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

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

counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

Journey C&D Group, Inc.  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

Name \_\_\_\_\_  
(Type)

(Corporate Seal)

Title \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

ATTEST:

American Southern Insurance Company

NA  
\_\_\_\_\_  
(Surety) Secretary

By [Signature]  
Attorney-in-Fact

Name NA  
\_\_\_\_\_  
(Type)

Name Kevin Wojtowicz, Attorney-In-Fact  
(Type)

(Corporate Seal)

P O Box 723030  
(Address)

[Signature]  
[Signature]

Atlanta, GA 31139

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

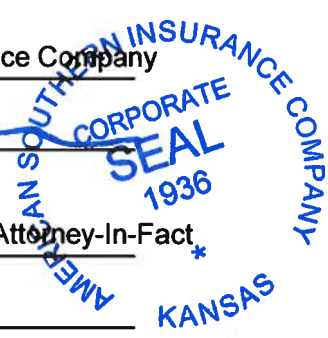
NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

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

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

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

**END OF SECTION**





**CITY OF FORT PIERCE**  
**Purchasing Division**  
 100 North U.S. Highway 1  
 P.O. Box 1480  
 Fort Pierce, Florida 34950-1480  
[www.cityoffortpierces.com](http://www.cityoffortpierces.com)

Office: (772) 467-3102

Fax: (772) 467-3848

**PAYMENT BOND**

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.

(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company

(Name of Surety)

P O Box 723030, Atlanta, GA 31139

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce

(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950

(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand

Nine Hundred Fourty Five 30/100 Dollars, (\$ 513,945.30 ), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ 2023 a copy of which is hereto attached and made a part hereof, to furnish **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in   2   (Number) counterparts, each of which shall be deemed an original, this    day of   , 2023.

ATTEST:

Journey C&D Group, Inc.

Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

(Type)

(Type)

(Corporate Seal)

Title \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

ATTEST:

NA

\_\_\_\_\_  
(Surety) Secretary

Name NA

\_\_\_\_\_  
(Type)

(Corporate Seal)

\_\_\_\_\_  
Jessica Reno, Witness as to Surety

\_\_\_\_\_  
Stephanie Wall, Witness as to Surety

American Southern Insurance Company

Surety

By

CORPORATE  
SEAL

Attorney-in-Fact

1936

Name Kevin R. Wojtowicz

\_\_\_\_\_  
(Type)

P.O. Box 723030

\_\_\_\_\_  
(Address)

Atlanta, GA 31139

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

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

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

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

**END OF SECTION**

# AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30<sup>th</sup> Street  
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800  
Atlanta, Georgia 30327

## GENERAL POWER OF ATTORNEY

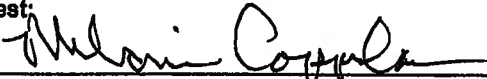
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million U.S. Dollars).


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26<sup>th</sup> day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

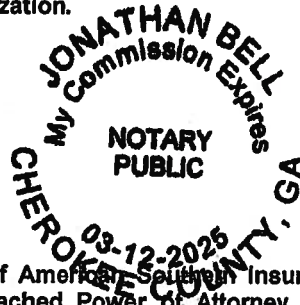
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.


Attest:  
  
Melonie A. Coppola, Corporate Secretary  
STATE OF GEORGIA  
COUNTY OF FULTON

American Southern Insurance Company  
By:   
Scott G. Thompson, President

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

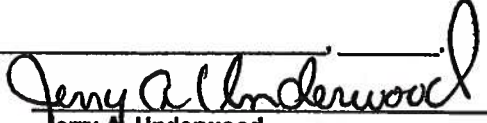
STATE OF GEORGIA NOTARY SEAL:



  
Jonathan Bell, Notary Public, State of Georgia  
My Commission Expires March 12, 2025

I, the undersigned a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the \_\_\_\_\_ day of \_\_\_\_\_

  
Jerry A. Underwood  
Vice President - Surety

POA NUMBER: 94630

KANSAS

11/25/2024

Audria Moore-Wells  
City of Fort Pierce  
100 N US Hwy 1  
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM  
City of Fort Pierce  
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price: **\$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**

Clarification(s):

- No abatement of any kind
- Dumpster included
- No Permit Fees Included

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values  
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail [cmoore@journeycdg.com](mailto:cmoore@journeycdg.com) if you have any questions or require additional information.

Regards,

**Journey C+D Group, Inc**



Clifford Moore

Chief Executive Officer

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Fort Pierce

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value (\$)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
Total:		45,654.20

**2210001 - 12 - Drainage Parking Lot Engineering**

Manager: Clifford Moore

As of 12/17/2024

Potential Change 12									
	Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00
<b>SUBTOTAL DIRECT COSTS</b>		<b>0.00</b>		<b>0.00</b>	<b>43,070.00</b>		<b>0.00</b>	<b>0.00</b>	<b>43,070.00</b>
	Indirect Costs	0.00		0.00	0.00		0.00	0.00	
	Indirect Cost Allocation Rates	0.00%		0.00%	0.00%		0.00%	0.00%	
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>		<b>0.00</b>		<b>0.00</b>	<b>43,070.00</b>		<b>0.00</b>	<b>0.00</b>	<b>43,070.00</b>
	Fee						6.00%		2,584.20
<b>TOTAL PRICE</b>									<b>45,654.20</b>

11/17/2025

Audria Moore-Wells  
City of Fort Pierce  
100 N US Hwy 1  
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-19 for **Pavers**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM  
City of Fort Pierce  
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

**02 - Existing Conditions**

1. Paver Sand

Price: **\$ 14,036.40** *Fourteen Thousand Thirty Six Dollars and Forty Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 11 days.**

Clarification(s): None.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values  
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail [cmoore@journeycdg.com](mailto:cmoore@journeycdg.com) if you have any questions or require additional information.

Regards,



**Journey C+D Group, Inc**  
Clifford Moore  
CGC1524020  
Chief Executive Officer

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Fort Pierce

Project: 2210001 - 19 - Pavers

Date: 11/17/2025

#	Description of Work	Scheduled Value (\$)
1	Project Management and Coordination	2,300.00
2	Site Grading	2,275.00
3	Pavers	8,793.00
4	Profit	668.40
Total:		14,036.40

**2210001 - 19 - Pavers**

Manager: Clifford Moore

As of 12/8/2025

Potential Change 19

	Description	Quantity	U/M	Labor (\$)	Material (\$)	Subcontract (\$)	Equipment (\$)	Other (\$)	Total (\$)
02800	Site Grading	1.00	l/s	0.00	0.00	2,275.00	0.00	0.00	2,275.00
	Site Grading	1.00	l/s	Subcontract @	2,275.00	=			2,275.00
02950	Pavers	1.00	l/s	0.00	0.00	8,793.00	0.00	0.00	8,793.00
	Pavers	1.00	l/s	Subcontract @	6,503.00	=			6,503.00
	Paver Sand	1.00	l/s	Subcontract @	2,290.00	=			2,290.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	2,300.00	0.00	0.00	2,300.00
	Project Management and Coordination	1.00	l/s	Subcontract @	2,300.00	=			2,300.00
<b>SUBTOTAL DIRECT COSTS</b>				<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>
	Indirect Costs			0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates			0.00%	0.00%	0.00%	0.00%	0.00%	
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>				<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,368.00</b>
	Fee							5.00%	668.40
<b>TOTAL PRICE</b>									<b>14,036.40</b>



TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF CHANGE ORDER No. 19, GENERAL CONTRACTOR SERVICES, EXPANSION OF THE PAVER GARDEN FOR AN AMOUNT NOT TO EXCEED \$14,040 AS REQUESTED BY A CITY COMMISSIONER

CAO RLS FILE: RLS 25-403

DATE: DECEMBER 16, 2025

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I have reviewed the above Request for Legal Services (RLS) related to a Change Order for the Highwaymen Museum project. The date for the completion date has 2025, which needs changed to 2026. With that change, the Change Order is approved as to form and correctness.

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

Thank you.  
SH

**FPRA Regular Meeting - 5:05 PM**

**10. B.**

**Meeting Date:** January 14, 2026

**Re:** Approval to Award Bid No. 2026-017 for the Trash and Recycling Receptacles for Downtown Fort Pierce, Jetty Park, and River Walk to the only respondent Big Belly Solar, LLC in the amount of \$380,448.60

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

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**SUBJECT:**

Approval to Award Bid No. 2026-017 for the Trash and Recycling Receptacles for Downtown Fort Pierce, Jetty Park, and River Walk to the only respondent Big Belly Solar, LLC in the amount of \$380,448.60

**SUMMARY:**

The Fort Pierce Redevelopment Agency (FPRA) issued Bid No. 2026-017 to solicit proposals for the purchase and installation of trash and recycling receptacles in Downtown Fort Pierce, Jetty Park, and the River Walk. The procurement is solely for the manufacturing and installation of receptacles; no software, monitoring programs, or service contracts are included.

The project supports FPRA's ongoing beautification and litter management efforts by introducing a consistent, high-quality system of waste and recycling receptacles designed to reduce overflow, decrease collection frequency, and complement the surrounding environment.

At the bid closing, Big Belly Solar, LLC was the only respondent. Big Belly's proposal meets the specifications outlined in the bid documents and provides unit pricing for each receptacle type, with final quantities and locations to be confirmed upon award.

**FPRA REDEVELOPMENT GOAL/POLICY:**

Goal 20 The Fort Pierce Redevelopment Agency shall evaluate and identify opportunities to incorporate additional amenities within public and City-owned spaces within the Community Redevelopment Area.

20.3 The Fort Pierce Redevelopment Agency shall coordinate with the Public Works Department to support improvements and upgrades to Museum Pointe Park and other local parks located within the Redevelopment Area.

**RECOMMENDATION:**

Approve the award of Bid No. 2026-017 to Big Belly Solar, LLC in the amount of \$380,448.60 for the manufacturing and installation of trash and recycling receptacles for Downtown Fort Pierce, Jetty Park, and the River Walk, and authorize FPRA staff to negotiate and execute an agreement establishing the terms and conditions of the project, including a defined installation timeline.

**ALTERNATIVES:**

Staff will proceed as directed by the FPRA Board.

**RESPONSIBLE STAFF:**

Sara Delgado, Redevelopment Specialist

**COORDINATED WITH:**

Shyanne Harnage, Community & Economic Development Director  
Gelencia Carter, Purchasing Division  
Public Works

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2026  
**Account:** 6320 - Other Improv.  
**Amount:** 380,448.60

**FISCAL IMPACT:**

Funding in the amount of \$200,000.00 was originally budgeted for this project. The proposal received from Big Belly totals \$380,448.60, reflecting the expanded addition of trash and recycling receptacles to further support litter management and beautification efforts. The additional funds required to fully fund this award will be transferred from the FPRA contingency account.

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**Attachments**

Recommendation to Award  
Bid Tabulation Memo  
Submittal by Big Belly Solar, LLC  
Addendum No.1  
Presentation

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**CITY OF FORT PIERCE**

PURCHASING DIVISION

100 North U.S. Highway 1

Fort Pierce, FL 34950

(772) 467-3102

<https://www.cityoffortpierce.com/187/Purchasing>

Date: \_\_\_\_\_

**RECOMMENDATION FOR AWARD**

**Solicitation No:** \_\_\_\_\_

**Solicitation Title:** \_\_\_\_\_

**Solicitation Advertisement:** \_\_\_\_\_

**Solicitation Due Date:** \_\_\_\_\_

**Award Authority:** \_\_\_\_\_ **City Commission** \_\_\_\_\_ **City Manager** \_\_\_\_\_ **Purchasing Manager**

\_\_\_\_\_ **Director of Finance** \_\_\_\_\_ **Planning Board** \_\_\_\_\_ **FPRA Board**

**To:** Gelencia Carter, Purchasing Manager

**From:**

**Through:**

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

**Recommend Vendor(s) Name:** \_\_\_\_\_

**Initial Term Amount:** \$ \_\_\_\_\_

**Contract Terms, if applicable:** \_\_\_\_\_

Award is based on the following concurrence (s):



THE SUNRISE CITY

**FORT PIERCE**  
PURCHASING  
DEPARTMENT  
*Florida*



**TO:** Sara Delgado, Redevelopment Specialist

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

**SUBJECT:** Bid No. 2026-017 – Fort Pierce Redevelopment Agency Trash and Recycling Receptacles- Downtown, Jetty Park, and River Walk

**DATE:** December 30, 2025

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On October 30, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on November 25 and December 9, 2025, with a scheduled opening at 3:00 PM on December 16, 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 are the Tabulation Sheet and the Submittal Response Checklist for the above-referenced bid. A total of one (1) submission was received electronically. Copies of the submittal will be sent via email or OneDrive. The complete file is also available for review in the Purchasing Division.

**The invitation was sent to 363 vendors. Twelve (12) vendors requested specifications with one (1) responding (16.67%) plus 0 “No Bid” (16.67% total response).**

Please note that the Purchasing Manager will confer with the City Engineer to evaluate the scope of work outlined in this solicitation and determine whether a performance bond is required. Once a determination has been made, the decision and any applicable requirements will be communicated to you.

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 15, 2026**, which is the expiration date of the bid and responses.

/mg

cc: Shyanne Harnage, Community Redevelopment Agency Administrator  
File



THE SUNRISE CITY  
**FORT PIERCE**  
 PURCHASING  
 DEPARTMENT

*Florida*

**CITY OF FORT PIERCE  
 TABULATION OF BIDS**

<b>BID ON:</b>	<b>FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING RECEPTACLES- DOWNTOWN, JETTY PARK, AND RIVER WALK</b>
<b>BID NUMBER:</b>	<b>2026-017</b>
<b>OPENING DATE:</b>	12/16/25 at 3:00 P.M.
<b>RECOMMENDED AWARD:</b>	Pending

<b>RESPONSE</b>
1 of 12 = 16.7%
0 "No Bids"
Total = 16.7%

**"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."**

<b>VENDOR NAME</b>	<b>TOTAL BID PRICE</b>
<b>Big Belly Solar LLC</b> <i>Needham, MA</i>	<b>\$380,448.60</b>

**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](https://www.cityoffortpierce.com/223/Agendas-Minutes) or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD**

**DELIVER TO:**

City of Fort Pierce, Purchasing Division  
 Room 101  
 100 North U.S. #1  
 Fort Pierce, FL 34950

**MAIL TO:**

City of Fort Pierce Purchasing Division,  
 Room 101  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480



**INVITATION TO BID  
 and  
 BIDDER ACKNOWLEDGMENT**

**Bid Writer:** Latonya Hubbard, 772-467-3102

**Bid No:** 2026-017

**Pre-Bid Conference:**

N/A

**Bid Title:** FORT PIERCE REDEVELOPMENT  
 AGENCY TRASH AND RECYCLING  
 RECEPTACLES – DOWNTOWN, JETTY PARK,  
 AND RIVER WALK

**Mandatory Site-Visit Location:**

N/A

**Bid Opening Location:**  
 Purchasing Division Conference Room, Room 101  
 100 North U.S. #1, 1st Floor  
 Fort Pierce, Florida 34950

**Bid Due Date & Time:**

3:00 PM, TUESDAY, DECEMBER 16, 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:**

Big Belly Solar LLC

*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.*

**Mailing Address:**

150 A Street, Suite 103

X Eric Hunt Jr

Authorized Signature (Manual)

**City, State, Zip Code:**

Needham, MA 02494

**Typed or Printed Name:** Eric Hunt, Jr.

**Type of Entity (Select one):**

Corporation \_\_\_\_\_

Partnership           X          

Proprietorship \_\_\_\_\_

**Title:** VP of Finance / Treasurer

**Incorporated in the State of:** DE (Organized) **Year:** 4/2/2003

**Delivery in** 120 **days, ARO**

**Phone Number:** 617-61B-6BB1

**Payment Terms:** Net 30 Days

**Fax Number:**

**FEIN or SS Number:** 84-3362657

**E-Mail Address:** jsherman@bigbelly.com

**Local Business:**   Y   X   N **MWBE:**   Y   X   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

Big Belly Solar, LLC

---

#### Name and Title of Authorized Representative

Eric Hunt, Jr. / VP of Finance and Treasurer

---

Signed by:

*Eric Hunt Jr*

858DC688D339484...

**Signature**

12/16/2025

**Date**




# DRUG~FREE WORKPLACE FORM

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

Big Belly Solar, 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.

Signed by:  
  
 \_\_\_\_\_  
855DC886D339484...  
*Proposer's Signature*

12/16/2025  
 \_\_\_\_\_  
*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 Eric Hunt, Jr. / VP of Finance and Treasurer  
(Print individual's name and title)

for Big Belly Solar, LLC

whose business address is 150 A Street, Ste 103, Needham, MA 02494

(If applicable) its Federal Employer Identification Number (FEIN) is 84-3362657

(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.

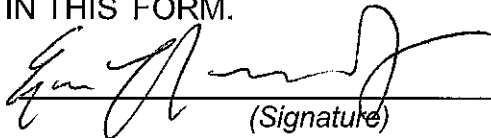
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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 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)  
12.16.2025  
\_\_\_\_\_  
(Date)

STATE OF Massachusetts

COUNTY OF Norfolk

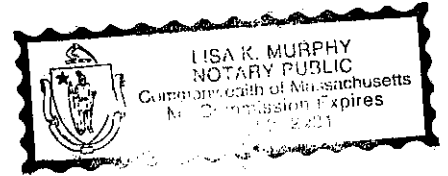
PERSONALLY APPEARED BEFORE ME, the undersigned authority Eric Hunt, Jr.  
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this  
day 16<sup>th</sup> of December, 2025.

*Lisa K. Murphy*

(NOTARY PUBLIC)

My Commission Expires: 4-3-2028





### E-VERIFY AFFIRMATION STATEMENT

**Description: FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING  
RECEPTACLES – DOWNTOWN, JETTY PARK AND RIVER WALK**

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: Big Belly Solar, LLC

Authorized Company Person's Signature:

Authorized Company Person's Title: VP of Finance and Treasurer

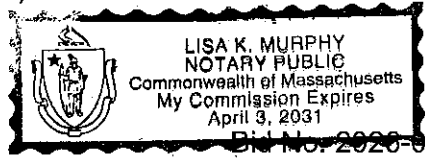
Date: 12-16-2025

STATE OF MASSACHUSETTS  
COUNTY OF NORFOLK

Sworn (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 16<sup>th</sup> day of December, 2025 by Eric Hunt, Jr., who is  personally known or  produced identification (ID produced: \_\_\_\_\_).

Signature:  (Seal)

NOTARY PUBLIC  
My Commission Expires: 4-3-31  
E-Verify Affirmations Statement





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

Vendor name: Big Belly Solar, LLC

Authorized Representative's Name and Title: Eric Hunt, Jr. / VP of Finance and Treasurer

Address: 150 A Street, Ste 103

City: Needham State: NY Zip Code: 02494

Phone Number: 888.820.0300 Email Address: Contracts@bigbelly.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: \_\_\_\_\_ Eric Hunt, Jr. / VP of Finance and Treasurer

Authorized Signature	Printed Name and Title	Date
STATE OF MASSACHUSETTS		
COUNTY OF <u>NORFOLK</u>		

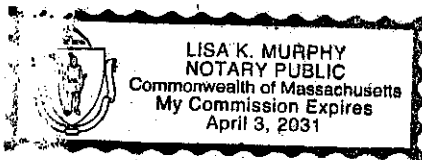
Sworn (or affirmed) and subscribed before me by means of  physical presence or  online notarization

this 16 day of December, 2026 by Eric Hunt, Jr., who is

personally known or  
 produced identification (ID produced: \_\_\_\_\_).

Notary Public Signature: Lisa K. Murphy (Seal)

Print Name: LISA K. MURPHY My Commission Expires: 04.03.2031





## REFERENCES

**BID NO. 2026-017**

### FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING RECEPTACLES – DOWNTOWN, JETTY PARK AND RIVER WALK

Contact Person & Title	Mr. Craig Clay / Deputy City Manager
Email Address	cclay@miamigardens-fl.gov
Phone No.	305.622.8000 x 2702
Company Name	City of Miami Gardens
Mailing Address	1515 NW 167th St.
City, State, Zip	Miami Gardens, FL 33169
Type of commercial work contracted	Current Bigbelly User
Contact Person & Title	Bobby Khan / Fiber Enterprise Mgr.
Email Address	akhan@mywinterhaven.com
Phone No.	407.463.8345
Company Name	City of Winter Haven
Mailing Address	451 Third St. NW
City, State, Zip	Winter Haven, FL 33881
Type of commercial work contracted	Current Bigbelly User

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](http://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.) <b>BIG BELLY SOLAR LLC</b>	
	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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b> <b>Note:</b> 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. <input type="checkbox"/> 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) _____
	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 . . . . . <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See instructions. <b>150 A STREET, SUITE 103</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>NEEDHAM, MA 02494</b>		
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.

Social security number	
or	
Employer identification number	
8 4 - 3 3 6 2 6 5 7	

**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.

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person 	Date <b>6.23.25</b>
-----------	---	---------------------

## 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](http://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



# BID RESPONSE FORM



<b>Bid Item</b>	<b>FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING RECEPTACLES – DOWNTOWN , JETTY PARK AND RIVER WALK</b>		
<b>Bid Number</b>	<b>2026-017</b>	<b>Due Date &amp; Time</b>	<b>3:00 PM, TUESDAY, DECEMBER 16, 2025</b>

The Offeror hereby submits a bid in accordance with the specifications provided. The Offeror agrees to furnish all items and/or services to the City of Fort Pierce at the locations designated, in full compliance with the specifications, and at the prices listed below:

DESCRIPTION	QUANTITY	PER UNIT	TOTAL COST
Greater than 45-gallon, fully enclosed, full graphic wrap, non-powered	9	\$2622.28	\$ 23,600.52
Greater than 45-gallon, fully enclosed, front & back graphic wrap, non-powered	20	\$2317.33	\$ 46,346.60
Greater than 45-gallon, fully enclosed, front & back graphic wrap with side inserts, non-powered	9	\$2627.03	\$ 23,643.27
150-gallon, fully enclosed, full graphic wrap, solar-powered compactors with fullness indicator	32	\$5300.90	\$ 169,628.80
150-gallon, fully enclosed, front & back graphic wrap with inserts on the side, solar-powered compactors with fullness indicator	19	\$5305.65	\$ 100,807.35
Double Station – waste and recycling combo, 150 Gallon, fully enclosed, full graphic wrap, solar powered compactor with fullness indicator	2 – waste 2 - recycling	\$8211.03	\$ 16,422.06
<b>Total</b>	<b>93</b>		<b>\$380,448.60</b>

**Bid Response Form**  
**Page 2 of 2**

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	Dec 12, 2025

Vendor: Big Belly Solar, LLC

Address: 150 A Street, Ste. 103

City, State, Zip Code: Needham, MA 02494

Email Address: contracts@bigbelly.com

Typed Name <sup>Printed by:</sup> Eric Hunt, Jr.

Signature *Eric Hunt Jr* Date 12/16/2025

Telephone # 888.820.0300 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	

**December 12, 2025**



**CITY FORT PIERCE**

**FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING  
RECEPTABLES – DOWNTOWN, JETTY PARK, AND RIVER WALK**

**ADDENDUM NO. 1**

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

1. **Question:** We are interested in submitting a bid on this bid for Trash and Recycling Receptables however on page 20 it says the products must be manufactured in the US. Ours are not manufactured in the US so I'm wondering if that requirement can be changed so we can submit a bid.

**Answer:** We prefer to maintain the requirement that the receptacles be manufactured in the United States. U.S. manufactured products generally offer more reliable quality and durability and allow us to access timely warranty service, replacement parts, and customer support. Sourcing domestically also helps minimize shipping delays and supply chain disruptions, which is important for maintaining project schedules.

2. **Question:** I could not find when the purchase order would be sent out and paid by the city? I know the city will front the money for necessary insurance if need be however I'm trying to figure out if I need the capital to purchase all the materials and installation fees beforehand and then the city pay the bill afterwards, or if I send the city a bill and they pay it then I order all the materials and get everything completed?

**Answer:** The city will not front for any money , including for insurance. The city will pay for the receptables directly, and we expect them to be installed promptly.

3. **Question:** Page 8 clause 24, Patents and Royalties need a clause that protects Bidder from copyright infringement for any wrap designs requested by the City.

**Answer:** If the City provides any artwork, images, logos, wrap designs, or other graphic materials to be used in the production of any required work, the City shall be solely responsible for ensuring that such materials do not infringe on any copyright, trademark, or other intellectual property rights. The Bidder shall not be held liable for copyright infringement arising from the City's requested designs.

**The Bidder's responsibility for copyright compliance applies only to original artwork or designs created directly by the Bidder.**

4. **Question:** Page 10 Clause #35, Cooperative Purchasing – is any governmental purchasing authority defined as any FLORIDA governmental purchasing authority? Or can the governmental purchasing authority be from a different state?

**Answer:** Yes, that agency can be from another state.

5. **Question:** Page 21 clause #8, Business Tax Receipt. What is this? There is no such license.

**Answer:** In the state of Florida a Business Tax Receipt, sometimes referred to as an “Occupational License”, a local license issued by a city or county that gives a business the authority to operate within that jurisdiction.

**Please provide, with your submittal, a copy of the license required to operate as a business in your jurisdiction, renewed annually.**

6. **Question:** Page 22 clause #14 Licensing – What license are they looking for? Sec. of State registration?

**Answer:** All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

7. **Question:** Could you please confirm that delivery address for the units.

**Answer:** The delivery will be at the Public Works Compound, 52 Savannah Road, Fort Pierce, FL 34982.

8. **Question:** Are there any special delivery requirements: Liftgate Needed, Appointment, Specific Delivery Hours, etc.

**Answer:** Everything would be coordinated with the Public Works Facilities Manager, Rick Stauffer. A delivery date will be needed once we select the bidder, delivery hours should be between 8am to 5pm, liftgate might be needed.

9. **Question:** Is there appropriate space for 93 pallets once the truck(s) have been offloaded?

**Answer:** Yes, at the Public Works compound.

**Correction to Item #7 on Page 18**

Item #7 contains a typographical error. The corrected language is provided below and should be noted:

**Certificate of Use (Pass/Fail)**

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. This ordinance removed the requirement for a Business Tax Receipt and replaced it with a mandatory **Certificate of Use**. A Certificate of Use is required for all businesses within the City limits, including those occupying commercial locations, home-based businesses, and non-profit organizations. **If your business or non-profit organization is located within the City of Fort Pierce city limits, you must include a copy of your Certificate of Use with your submittal.**

All other conditions of this bid remain the same.

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

Signature: Signed by:  
*Eric Hunt Jr*  
856DC686D339484... \_\_\_\_\_  
Manual

Signature: Eric Hunt, Jr. \_\_\_\_\_  
Typed or Printed

Company Name: Big Belly Solar, LLC \_\_\_\_\_

Address: 150 A Street, Ste. 103 \_\_\_\_\_  
Needham, MA 02494 \_\_\_\_\_

Date: 12/16/2025 \_\_\_\_\_

/gc



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
BIG BELLY SOLAR, LLC

### Filing Information

<b>Document Number</b>	M23000011589
<b>FEI/EIN Number</b>	84-3362657
<b>Date Filed</b>	07/05/2023
<b>State</b>	DE
<b>Status</b>	ACTIVE

### Principal Address

150 A STREET, #103  
NEEDHAM, MA 02494

### Mailing Address

150 A STREET, #103  
NEEDHAM, MA 02494

### Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC  
2894 REMINGTON GREEN LN., STE A  
TALLAHASSEE, FL 32308

### Authorized Person(s) Detail

#### **Name & Address**

Title President

PHILLIPS, BRIAN  
150 A STREET, #103  
NEEDHAM, MA 02494

Title CEO

FELDT, RICHARD  
150 A STREET, #103  
NEEDHAM, MA 02494

Title Treasurer

HUNT, JR., ERIC  
150 A STREET, #103  
NEEDHAM, MA 02494

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	04/03/2024
2025	04/07/2025

**Document Images**

<a href="#">04/07/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/05/2023 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International New England</b>		License # <b>1780862</b>	NAMED INSURED <b>Big Belly Solar LLC</b> 150 A Street, Suite 103 Needham, MA 02494
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
policy provisions, if requirement is contained in written contract with the named insured and executed prior to a loss/claim/incident. Waiver of Subrogation applies to General Liability and Workers Compensation in favor of the certificate holder The City of Fort Pierce, and their respective members, officials, officers and employees if required by written contract.

## 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?	YES	
Include proof of proper insurance as stated in bid documents.	Yes	
Are all of the Required forms complete and included?	YES	
Is Bid Response Form completed, signed, and attached?	YES	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	YES	
Did you submit your bid electronically?	YES	
<b>For Hard Copy Submissions Only:</b> Are two (2) complete bid packages included (one original and one copy)		
<b>For Hard Copy Submissions Only:</b> Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	YES	
Is each Bid Addendum (when issued) signed and included?	YES	

**PLEASE SIGN AND RETURN WITH BID** *Jordan Sherman*





CITY FORT PIERCE

FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING  
RECEPTABLES – DOWNTOWN, JETTY PARK, AND RIVER WALK

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All other conditions of this bid remain the same.

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

Signature: \_\_\_\_\_  
Manual

Signature: \_\_\_\_\_  
Typed or Printed

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

/gc



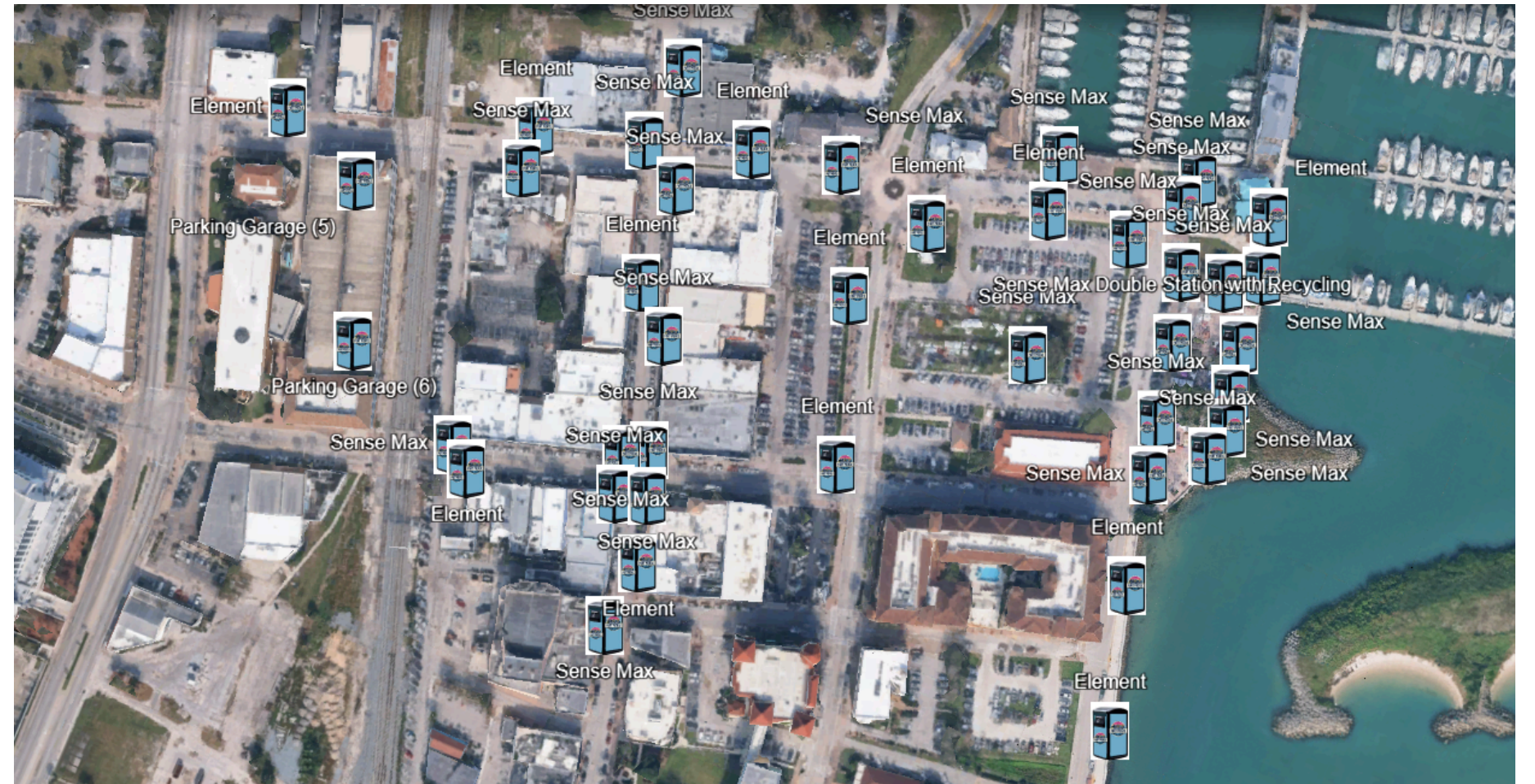
# DOWNTOWN, JETTY PARK & RIVER WALK TRASH RECEPTACLES



# DOWNTOWN

## 56 Units

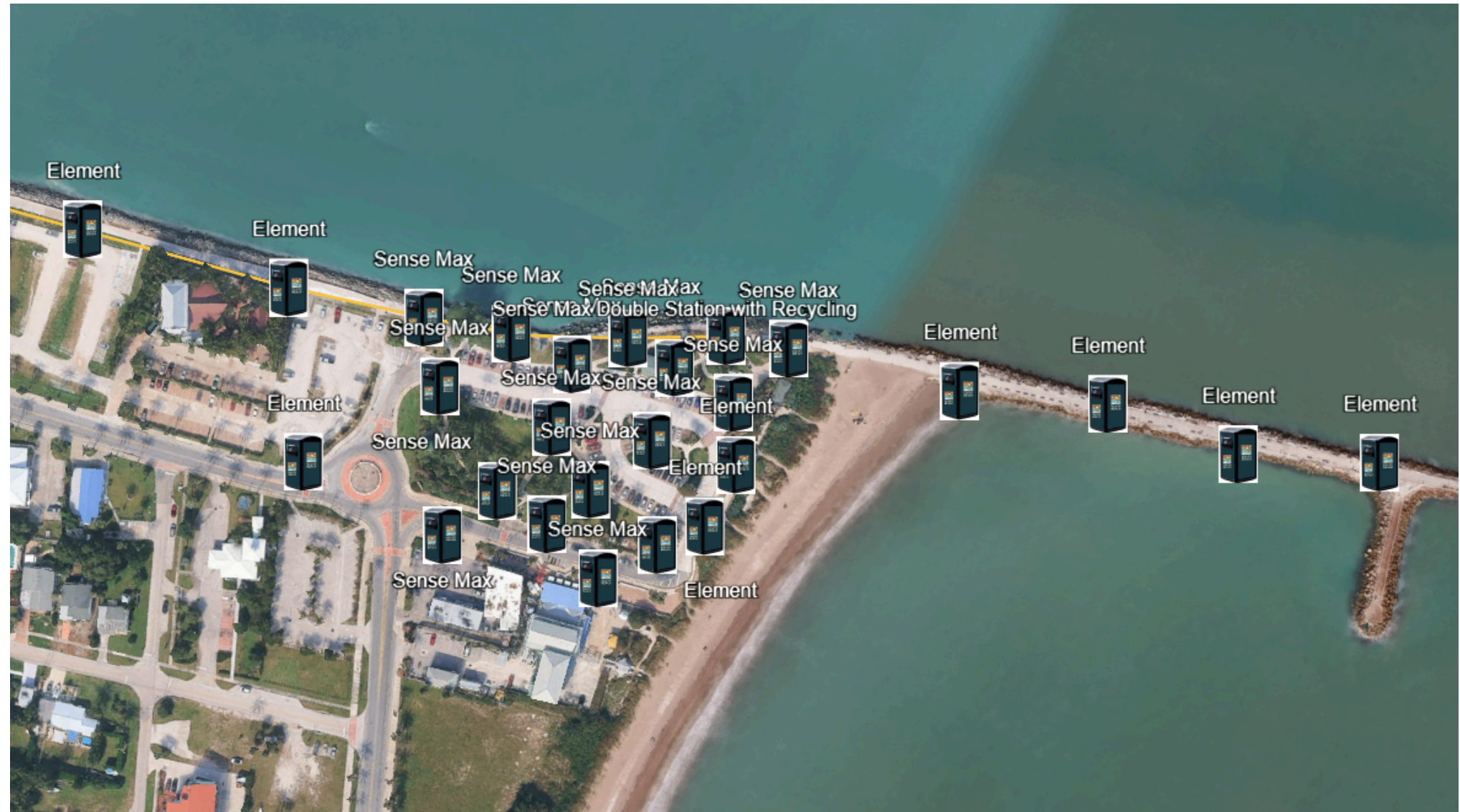
- 15 waste bins, greater than 45-gallon, fully enclosed, front & back graphic wrap, non-powered
- 9 waste bins, greater than 45-gallon, fully enclosed, front & back graphic wrap with insert on the side, non-powered
- 11 waste bins, 150-gallon, fully enclosed, full graphic wrap, solar-powered compactors with fullness indicator
- 19 waste bins, 150-gallon, fully enclosed, front & back graphic wrap with inserts on the side, solar-powered compactors with fullness indicator
- 1 double station (waste and recycling), 150-gallon, fully enclosed, full graphic wrap, solar-powered compactor with fullness indicator



# JETTY PARK

## 28 Units

- 5 waste bins, greater than 45-gallon, fully enclosed, front & back graphic wrap, non-powered
- 6 waste bins, greater than 45-gallon, fully enclosed, full graphic wrap, non-powered
- 15 waste bins, 150-gallon, fully enclosed, full graphic wrap, solar-powered compactors with fullness indicator
- 1 double station (waste and recycling), 150-gallon, fully enclosed, full graphic wrap, solar-powered compactor with fullness indicator

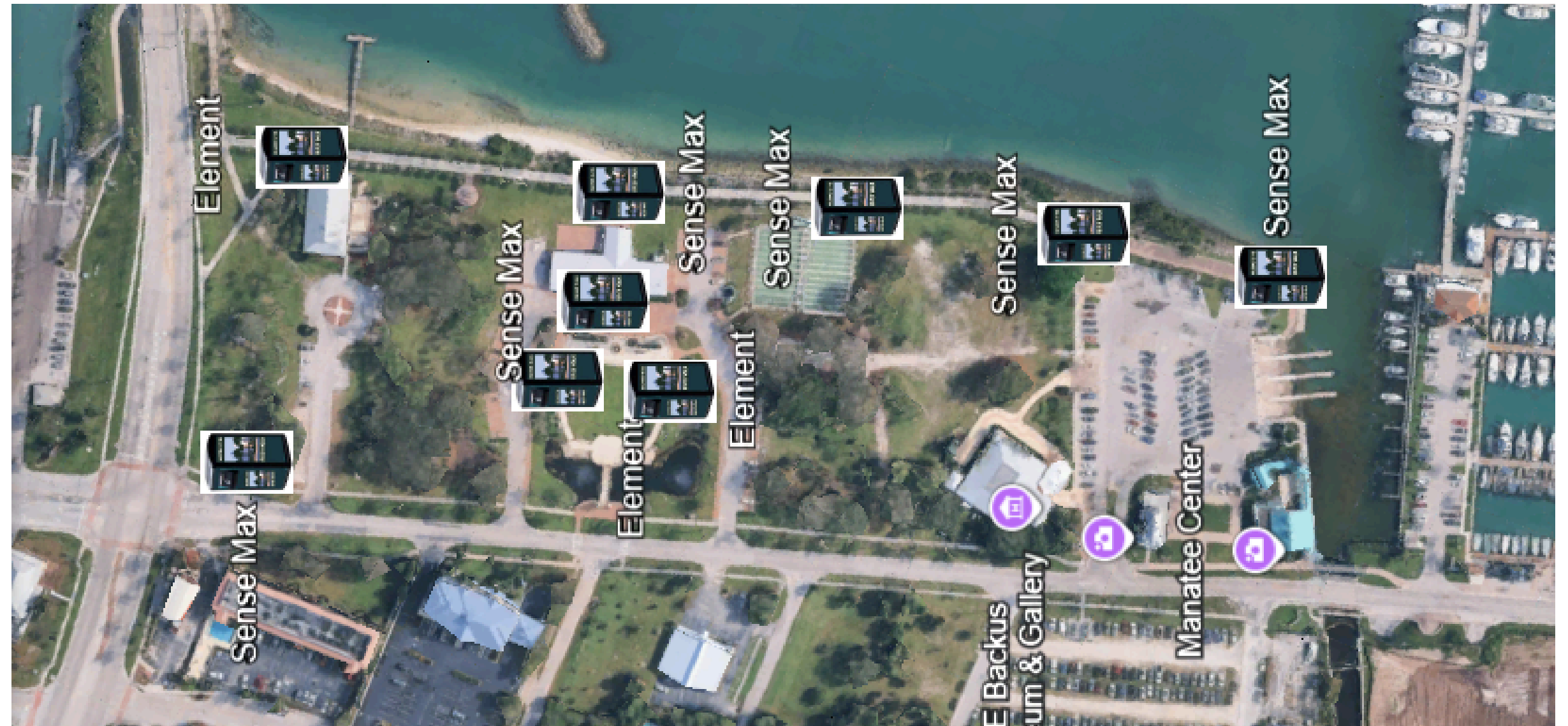


# RIVER WALK

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## 9 Units (Full Graphic Wrap Required)

- 3 waste bins, greater than 45-gallon, fully enclosed, non-powered
- 6 waste bins, 150-gallon, fully enclosed, solar-powered compactors with fullness indicator



# THE VISION



# RECOMMENDATION

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Approve the award of Bid No. 2026-017 to Big Belly Solar, LLC in the amount of \$380,448.60 for the manufacturing and installation of trash and recycling receptacles for Downtown Fort Pierce, Jetty Park, and the River Walk, and authorize FPRA staff to negotiate and execute an agreement establishing the terms and conditions of the project, including a defined installation timeline.

**FPRA Regular Meeting - 5:05 PM**

**12. A.**

**Meeting Date:** January 14, 2026

**Re:** King's Landing

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

---

**SUBJECT:**

King's Landing Quarterly Update - Bill Ware, Live Oak Holdings

---

**FPRA Regular Meeting - 5:05 PM**

**13. B.**

**Meeting Date:** January 14, 2026

**Re:** Presentation of the Hutchinson Island Committee Initiative recommended by the  
CRA Advisory Committee

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

---

**SUBJECT:**

Presentation of the Hutchinson Island Committee Initiative as Recommended by the CRA  
Advisory Committee

---

**Attachments**

Presentation

---

*Welcome to*

**HUTCHINSON  
ISLAND**

**A FLORIDA TREASURE**





# Is Our Greatest Asset About To Go Away?

# What's In A Name?

100 Years Of Progress

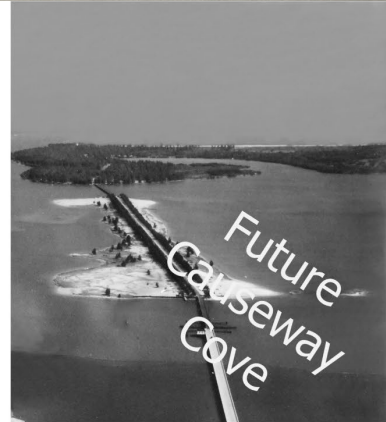
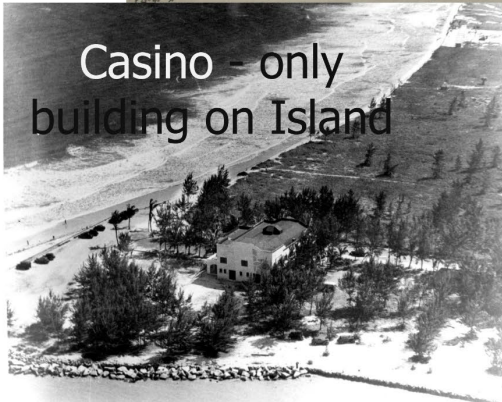
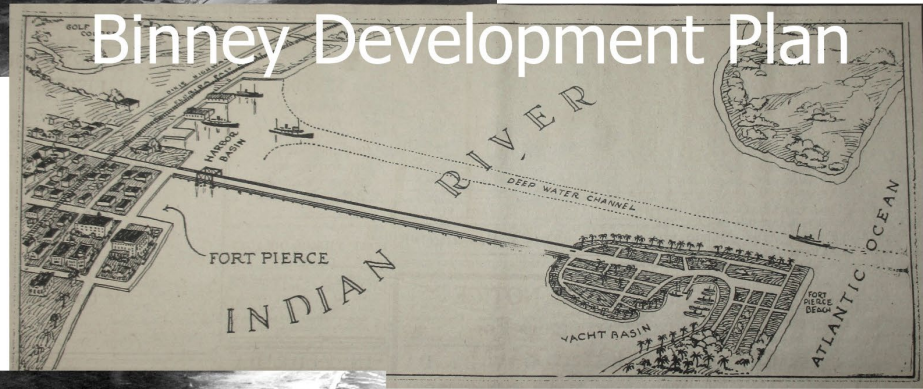
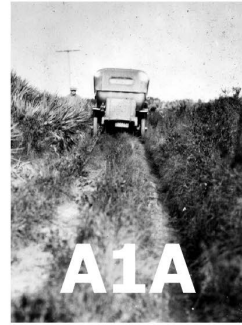


Florida's  
HUTCHINSON ISLAND



# 1920s

*Limited Facilities for People*



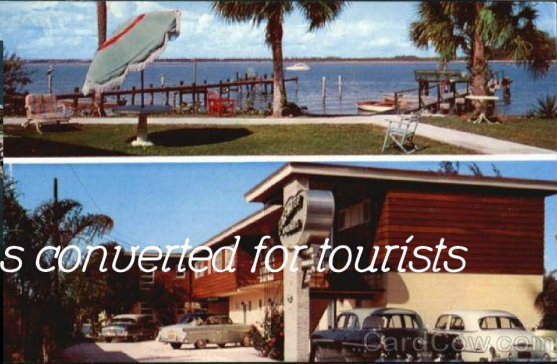
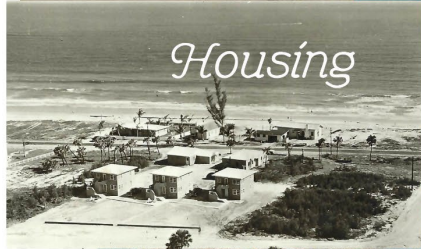
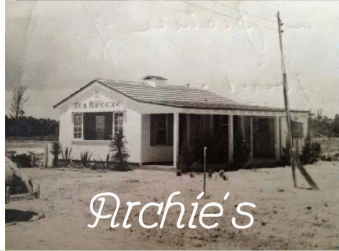
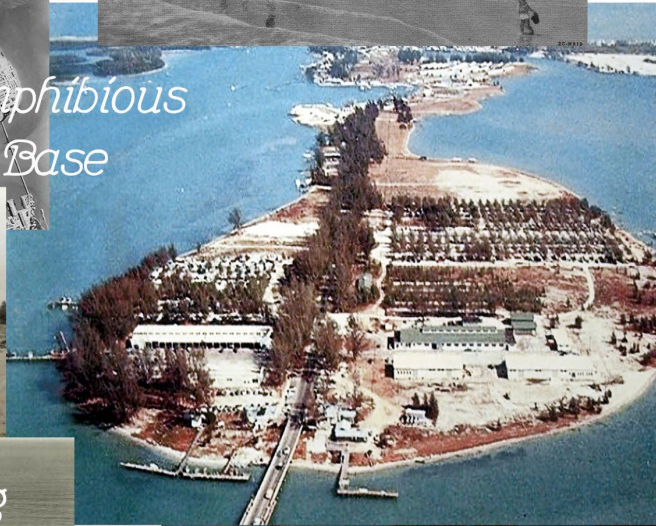
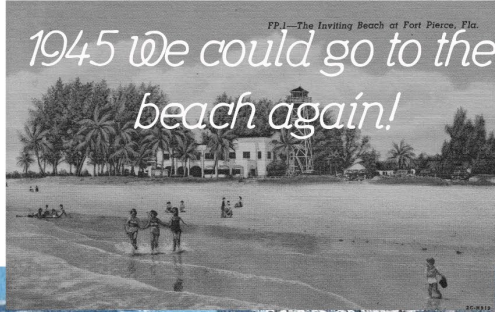
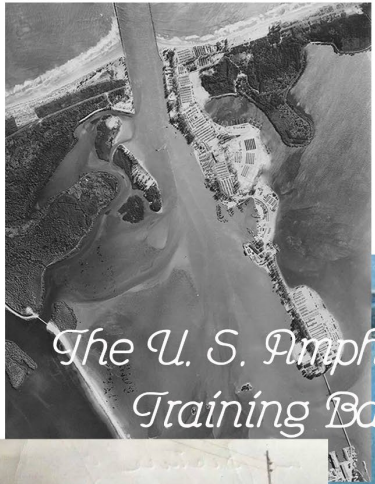
# History

- Early Years



# 1940s and 50s

## *Military to Civilian Presence*

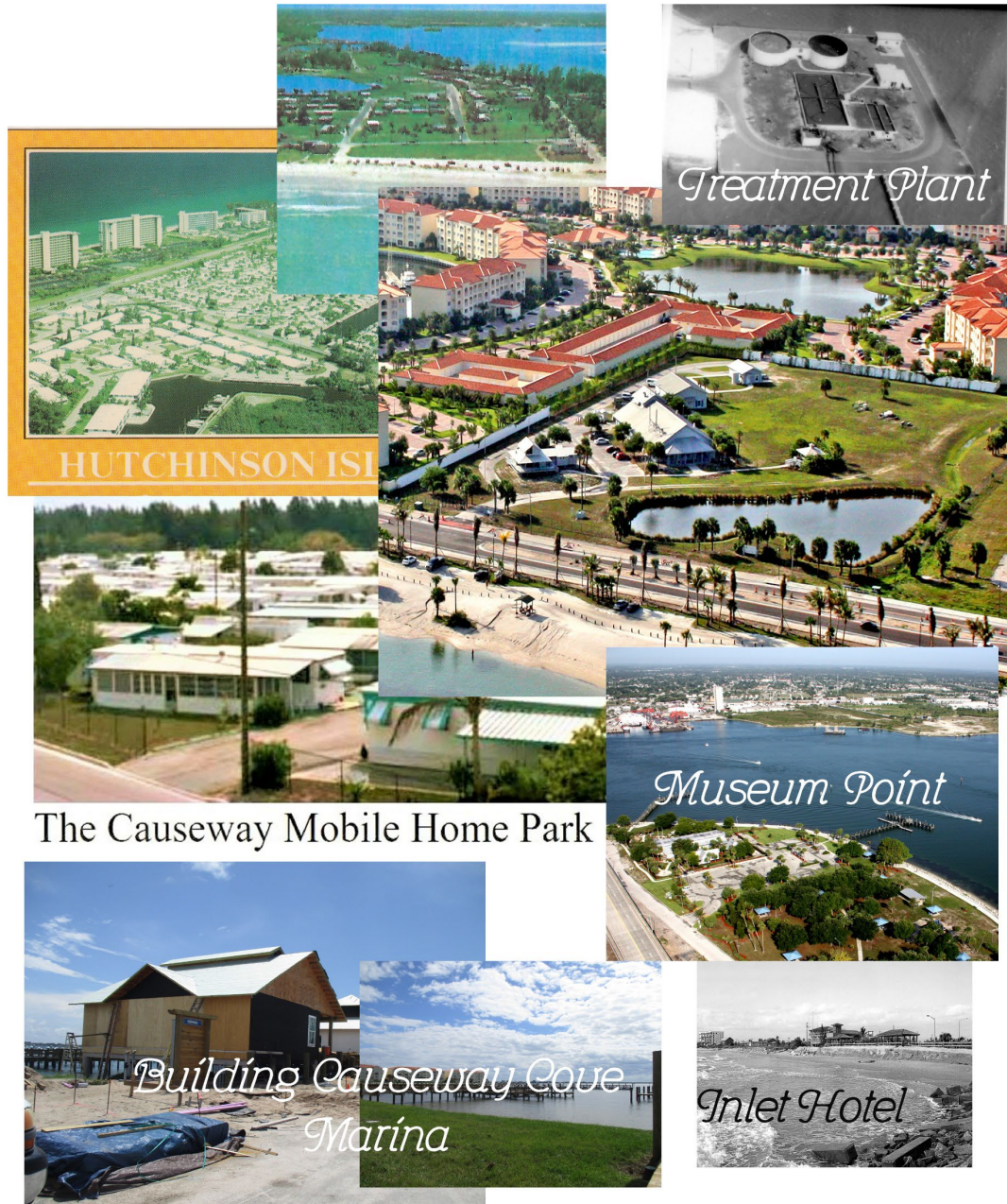


# History

- Early Years
- Military



# The 2000s New Opportunities



# History

- Early Years
- Military
- The 2000's



Credit for History section goes to Historian Jeanellen Wilson

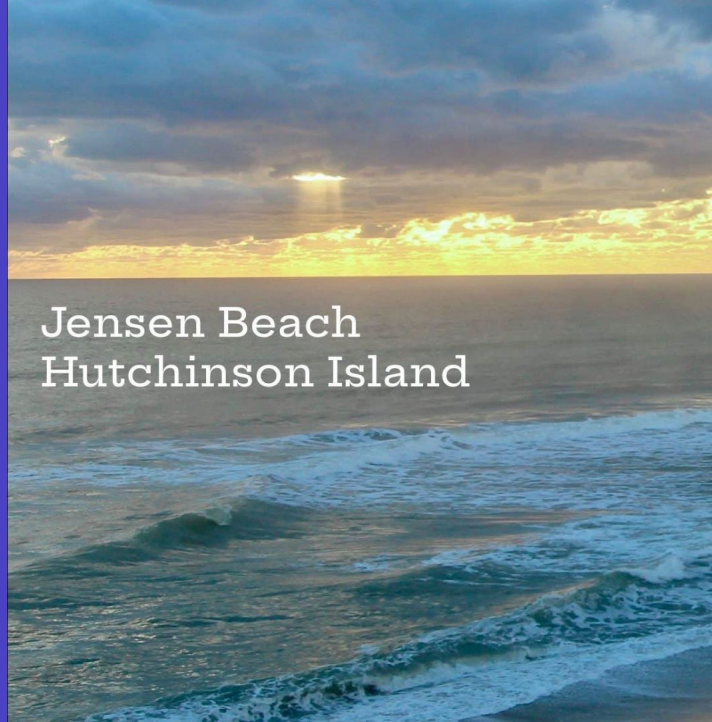
# Problem



"If our community does not act, we may lose a valuable asset. We must reclaim the name Hutchinson Island. Much like Captiva, Amelia Island and Sanibel Island are part of their community, Hutchinson Island belongs here to bring jobs, tourism, and prosperity to Fort Pierce."



Jensen Beach FL  
Hutchinson Island



Jensen Beach  
Hutchinson Island



Greetings from  
**Hutchinson Island Florida**

- Martin County
- Jensen Beach
- Tourism Promotions
- Stuart
- Google Maps

# Lost Identity

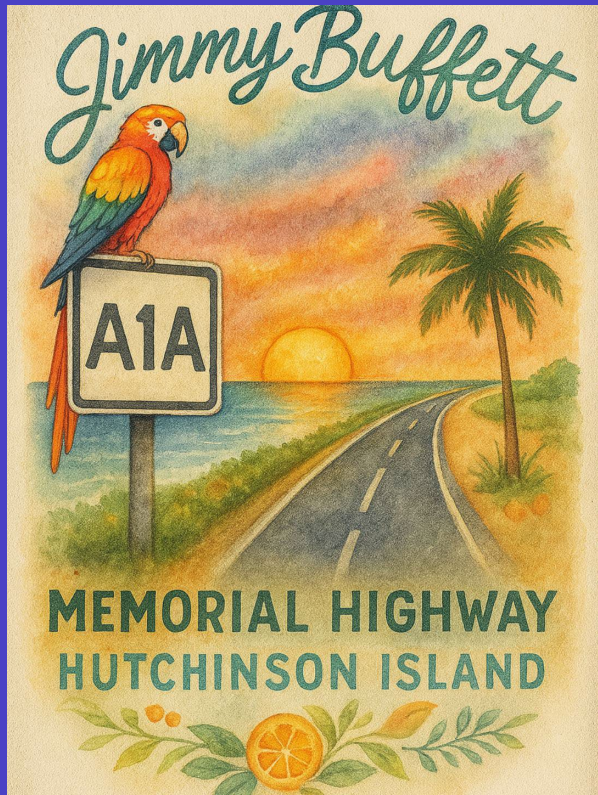
*"Hutchinson Island is being marketed as Jensen Beach, Martin County"*





# Visitors are Being Sent Elsewhere!

- Martin County Hutchinson Island welcome sign
- Where to shop on Hutchinson Island. Not here!
- Visit Florida Tourism promotes Hutchinson Island Martin
- Google Maps, Yelp and online sources identify Hutchinson Island as Martin County.



# Welcome To *Hutchinson Island, FL*



*Hutchinson Island Committee*

**1013 Seaway Dr. Box 121  
Hutchinson Island, FL 34949  
772-242-7263 (SAND)**

FortPierce34949@gmail.com  
www.34949.Org

Community Organization  
Transportation Plan  
Tourism and Promotion  
Role of Government

**What Does This  
Mean?**

**First. What it is  
Not!!!**



**It is NOT A New Town!!  
It requires NO New Taxes!!!  
It requires NO New Services!!!  
It Does Nor Require City Approval!!!**

# Florida Island Destinations



1.

## Hutchinson Island (St. Lucie County)

Status: Unincorporated barrier island. Identity: Despite no unified government, it's known for its beaches, sea turtle nesting, and vacation rentals. Businesses and real estate agents often market it with consistent branding, especially highlighting "North" and "South" Hutchinson Island.

2.

## Siesta Key (Sarasota County)

Status: Unincorporated. Identity: Globally known for its white quartz beaches and vibrant village area. Local organizations and tourism boards promote Siesta Key as if it were a standalone resort town. Note: There have been unsuccessful efforts to incorporate it as a city.

3.

## Captiva Island (Lee County)

Status: Unincorporated. Identity: Shares a school and fire district with neighboring Sanibel, but maintains its own resort-style image and civic associations. It has its own post office and is often branded distinctly from Sanibel.

4.

## Santa Rosa Island (Pensacola Beach/Navarre Beach)

Status: Unincorporated, federally owned but leased to Escambia and Santa Rosa Counties.

Identity: Pensacola Beach and Navarre Beach operate with separate branding and tourism strategies even though they're not incorporated.

5.

## Amelia Island (Fernandina Beach)

Status: Unincorporated, series of resort communities near Fernandina Beach in Northern Florida.

# Community Organizations

We are the new "Hutchinson Island Organization Committee." We are a privately funded non-governmental association. The "Hutchinson Island Organization Committee" has a mission to establish and protect the historic identity of Hutchinson Island in Fort Pierce.

We will be asking others to join our core group working to implement a plan beginning January 1, 2026. By 2030 We will:

- Permanently establish Hutchinson Island as a Fort Pierce destination.
  - Adopt an Association to represent businesses.
- Coordinate with civic groups such as the South Beach Association, the Jaycee Project, and Protect Our Waterways.
  - Promote community activities and Information.



*Hutchinson Island*  
*Committee*

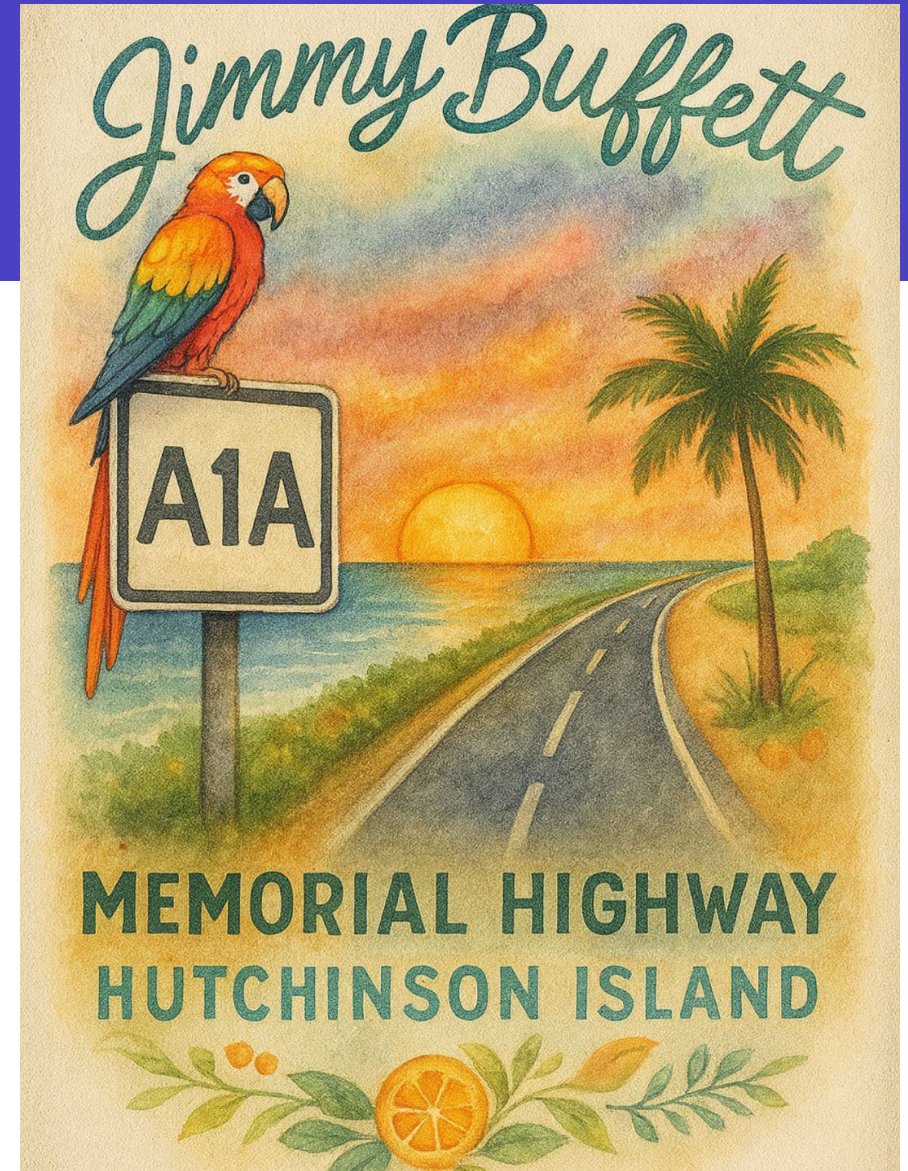
FortPierce34949@gmail.com  
www.34949.Org

# Business Organizations

There are 183 businesses licensed on the barrier island operating within the 34949 Zip Code.

The Hutchinson Island Business Association will represent the interest of the Hutchinson Island professional and business community.

A member of this committee will coordinate and City departments and enhance the efforts of the St. Lucie Chamber of Commerce, Tourist Development Council, and County Economic Development



# Preserving our Ft. Pierce Heritage



Fort Pierce 34949

Fort Pierce Inlet

Fort Pierce Jetty

Binney Connection

Cultural Connection via Events

Preserve Fort Pierce History



REDEVELOP



REVITALIZING  
FORT PIERCE




TO FIND MORE  
INFORMATION ON  
AVAILABLE PROGRAMS  
SCAN THE QR CODE



 Restore Neighborhoods

 Foster Arts & Culture

 Re-Set the Economic Base

# City Improvements

Millions in revenues for the City of Fort Pierce

Customers for shops and restaurants

Guests for parks and hotels

Shopping Downtown

1,000 + Jobs for the next generation



# Transportation



# Orange Avenue Corridor



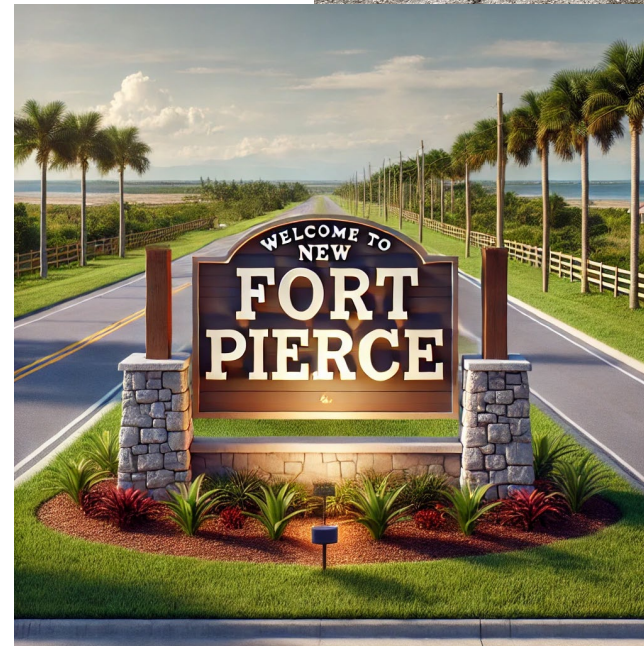
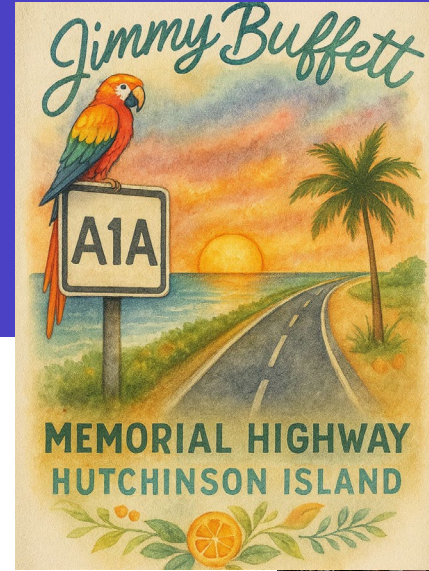
For many years public and private concerns have worked on providing a safe, convenient, and attractive route from I-95 and the Turnpike into Fort Pierce and on to Hutchinson Island. That work will continue. Routes discussed are:

- Orange Avenue
- Okeechobee Road
- Virginia Avenue
- Juanita Ave.

# Signage

Attractive signage will help welcome visitors.

The Committee would welcome the Cities assistance in locating signs including a request to the Florida Department of Transportation and other jurisdictions for I 95 and Turnpike signage identifying "Hutchinson Island Next Exit".



# Tourism



# Advertising and Promotions

Tourism Information

Signature Annual Event

Shows, Concerts, Festivals

Family Fun and Sand



Did you know you can view live beach cams through Visit St. Lucie's website? Check it out at [visitstlucie.com/live-web-cams/](http://visitstlucie.com/live-web-cams/) to see what is happening on the water today!



# Events

An annual signature event is to be established to recognize “Island Living”

Suggestions Include:

Jimmy Buffett Music Festival

Kite Surfing by Red Bull

Fishing Tournament

Hydrofoil Boat Race

Island Days: “Bahamas without a Passport”



# Merchandising



Advertising-Merchandise-Events-Promotions

# News and Information

**34949 NEWS**

Serving Hutchinson Island Florida

**Publishing**

**Social Media**

**Government  
Resources**

**Resident  
Communications**



**FUN  
FACT  
FRIDAY**

Did you know you can view live beach cams through Visit St. Lucie's website? Check it out at [visitstlucie.com/live-web-cams/](https://visitstlucie.com/live-web-cams/) to see what is happening on the water today!



*Hi*

TextStudio





**What Have We Done So Far?**

HutchinsonIsland  
Development.com

Real Estate

*Hutchinson Island*  
*Committee*

Box 1013-121 Seaway Dr.  
Hutchinson Island Fl, 34949

[www.34949.org](http://www.34949.org)  
[visithutchinsonisland@gmail.com](mailto:visithutchinsonisland@gmail.com)

772-242-7263 (SAND)

VisitHutchinson  
Island.net

Tourism

34949NEWS.com

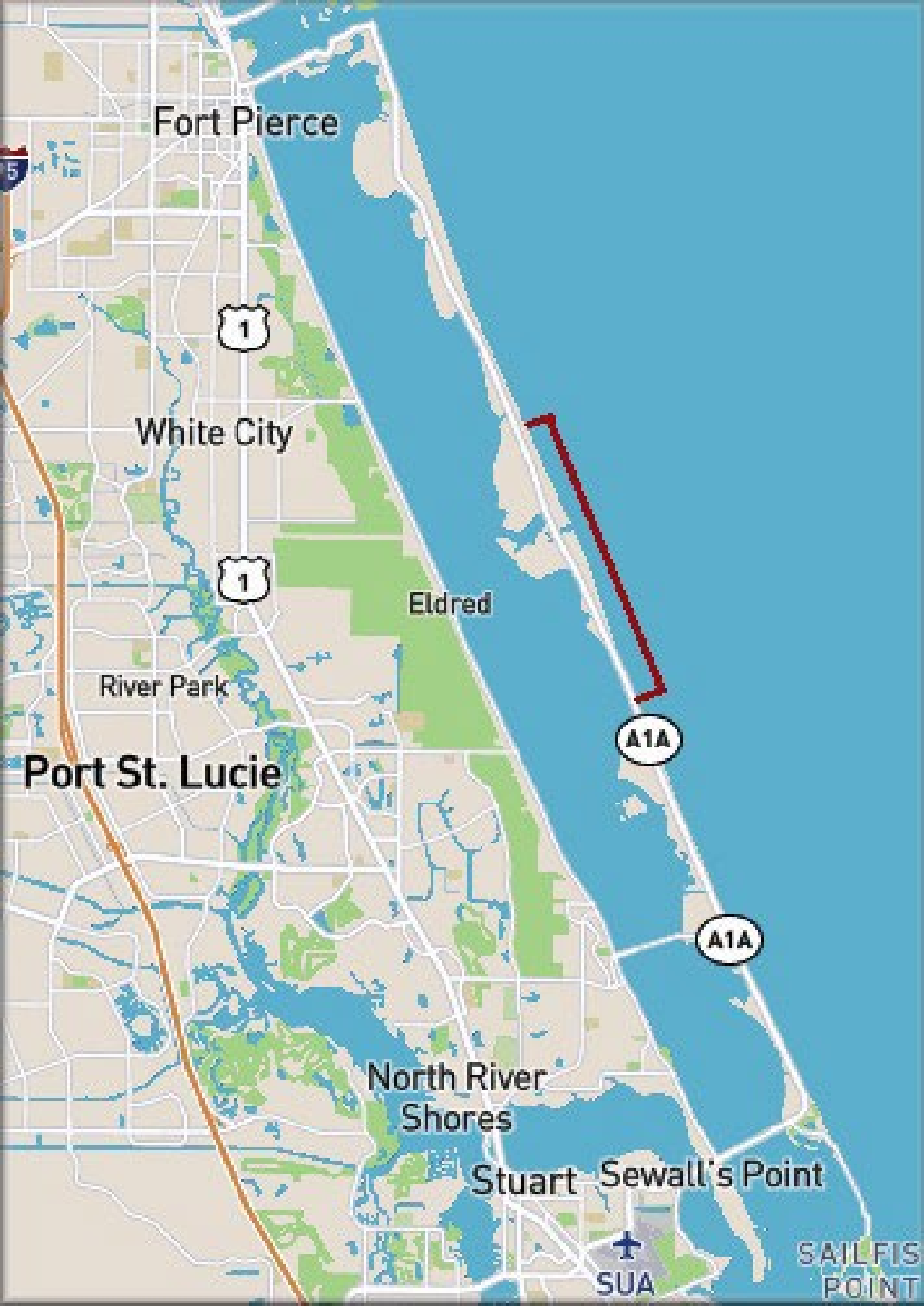
Publishing

MyHutchinson  
Island.com

Resident  
Community Affairs  
Portal

TheHutchinson  
IslandStore.com

Merchandising



# Post Office Designation

## *USPS Zip Code*

*"The Hutchinson Island Committee has met with postal Officials. The use of Hutchinson Island 34949 or Hutchinson Is. 34949 are approved options when addressing mail to all of zip code 34949."*

- Hutchinson Island Fl 34949

Any letter or package in 34949 Zip Code from the Indian River County Line to the Martin County line may use Hutchinson Island as its address.

- Ocean Breeze 34957

Any Letter or package to the Martin side of the county line but located on Hutchinson may NOT be delivered if addressed Hutchinson Island. Instead, the Martin portion must be addressed to Ocean Breeze.



1013 Seaway Dr. 34949  
772-295-7225

# Announcing Hutchinson Islands 1st Post Office. Open Now!

*Hutchinson Island Fl 34949 + Pak and Ship Service*

Post Office Box Rental

Stamps

Post Office Package Service

FEDEX and UPS Ground

Amazon Return



1013 Seaway Dr. 34949  
772-295-7225

# Postal Delivery to Residents and Businesses

*Name of Person or Business*

*Street Address and Number*

*Hutchinson Island Fl 34949*

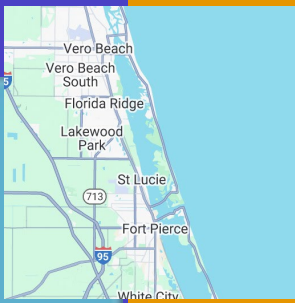
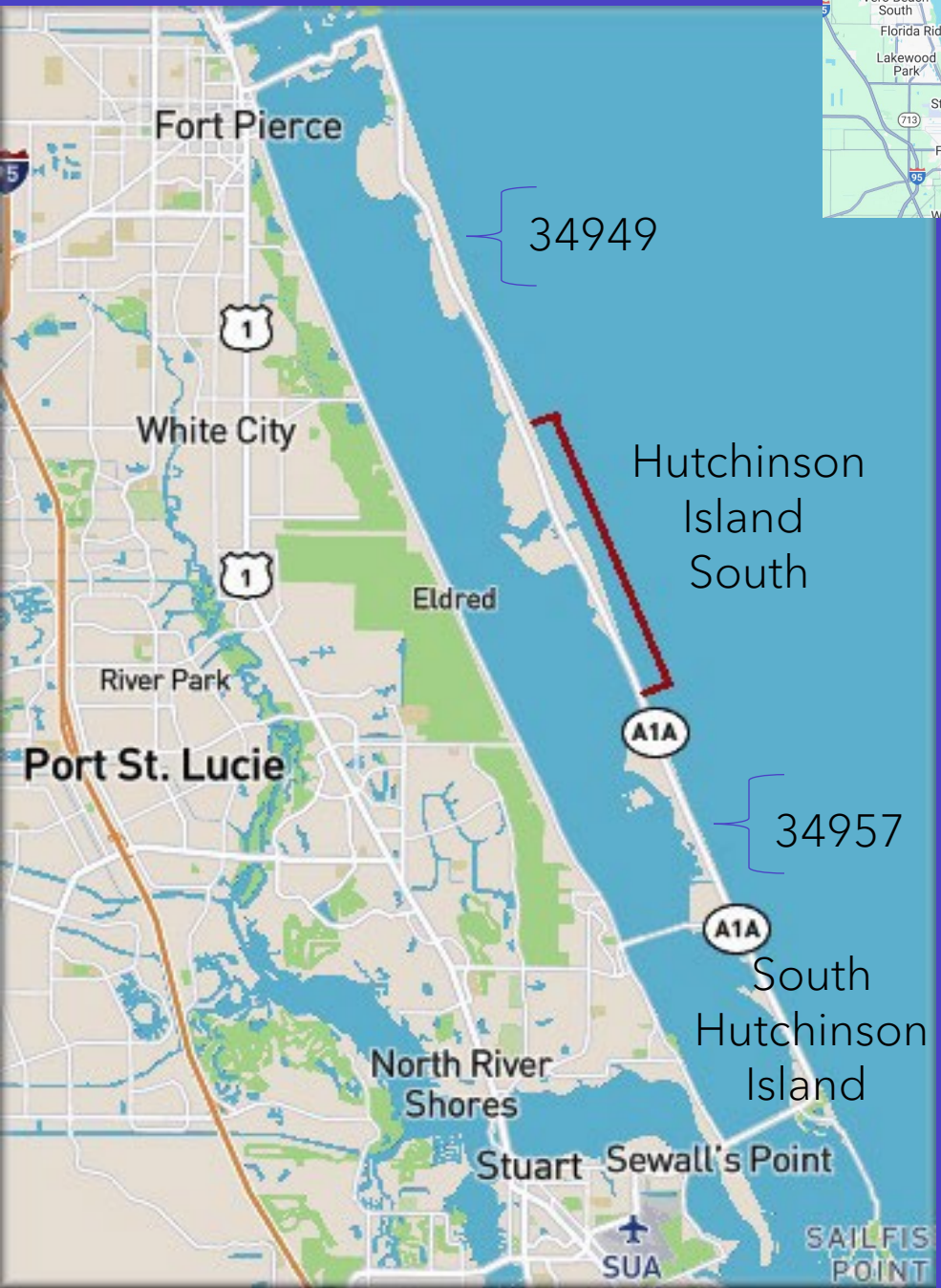
# Postal Delivery to Post Office Boxes

*Name of Person or Business*

*1013 Seaway Drive Suite #xxx*

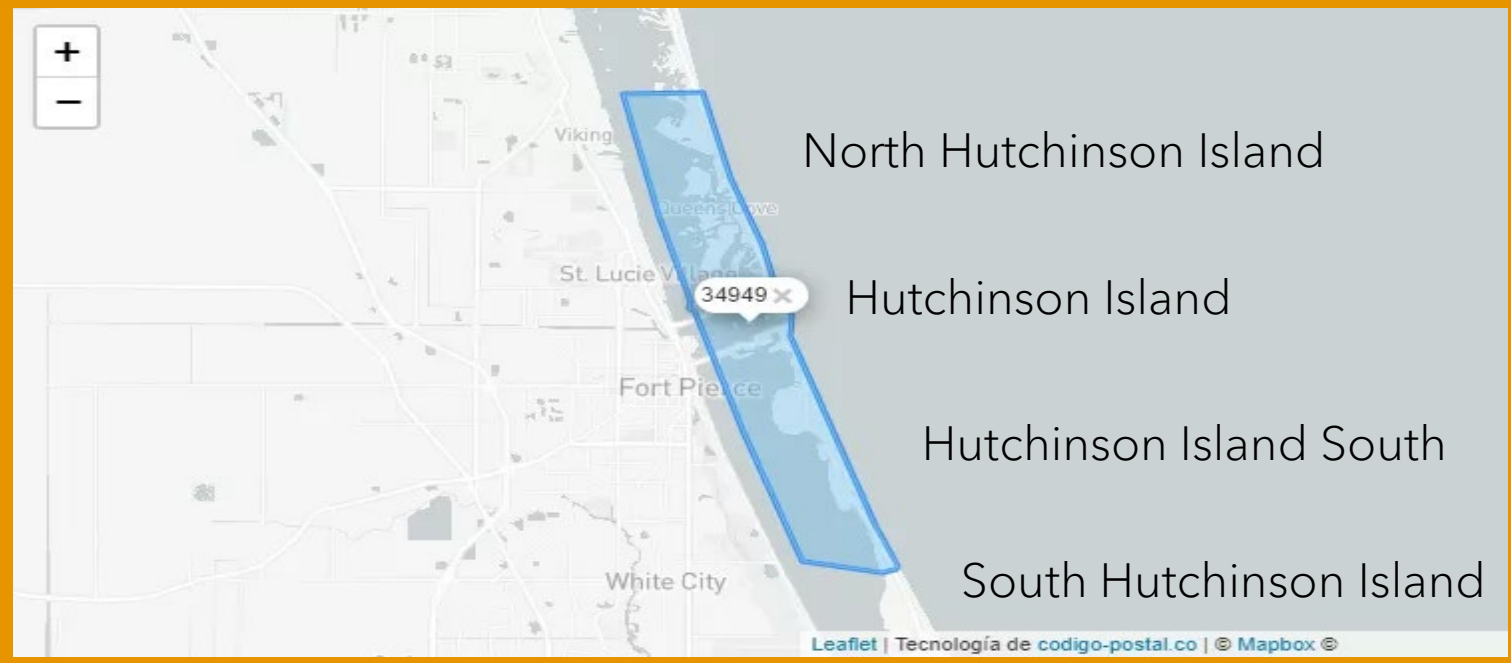
*Hutchinson Island Fl 34949*

↑ North Hutchinson Island

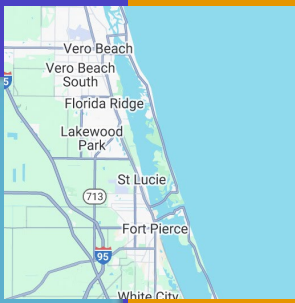
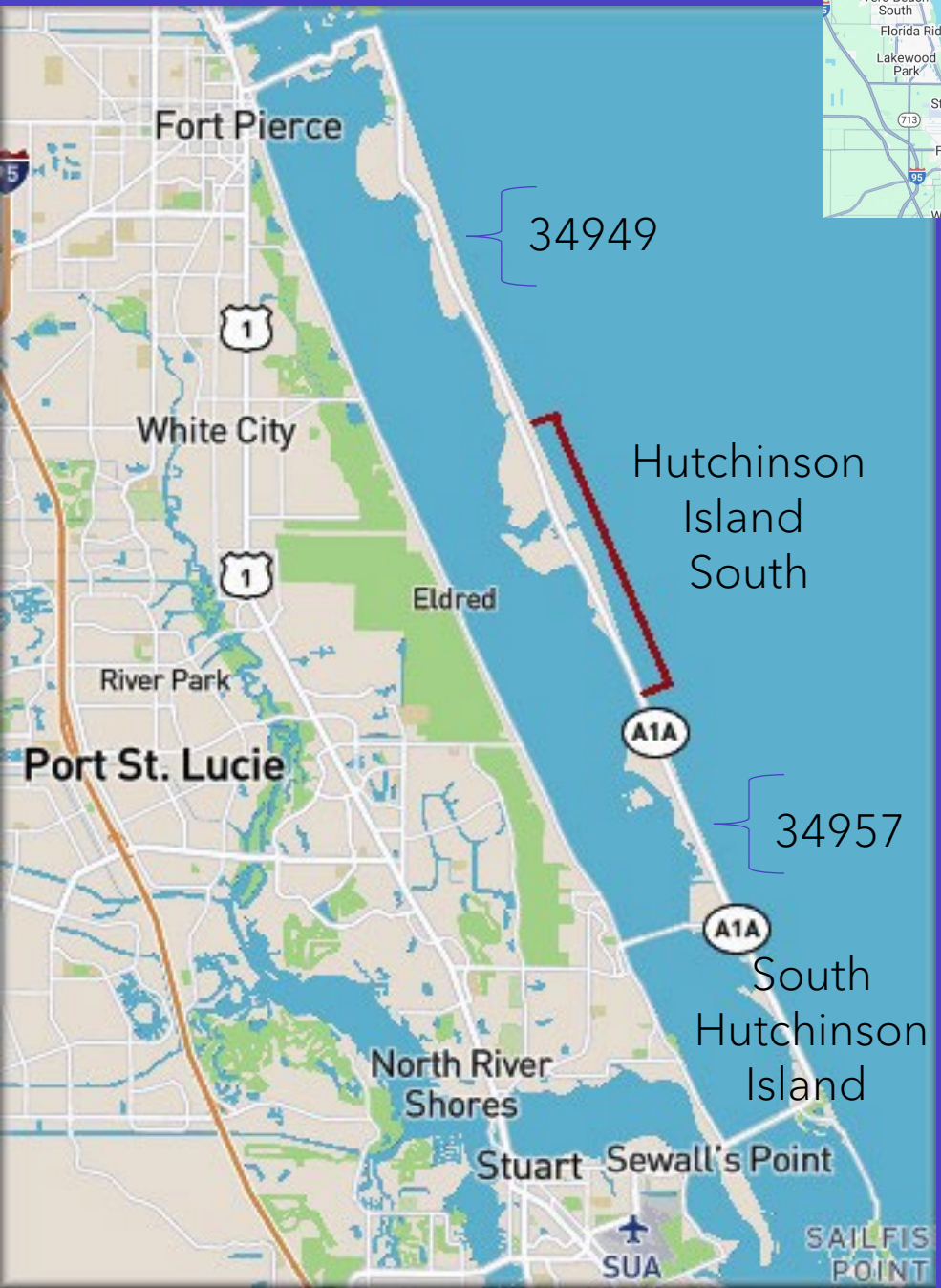


# U.S. Census Designated

- North Hutchinson Island
- Hutchinson Island South
  - Lakewood Park
  - North Ft. Pierce
  - St. Lucie Village
  - White City

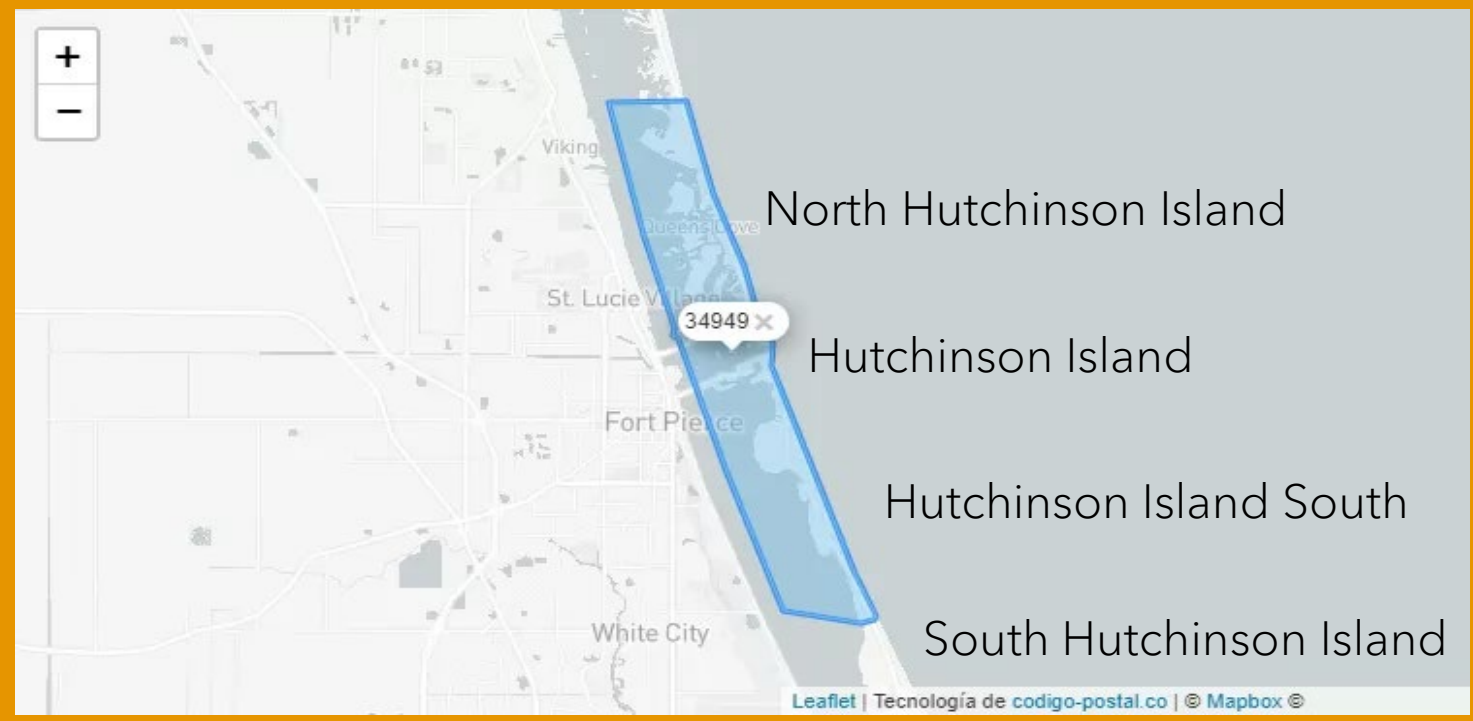


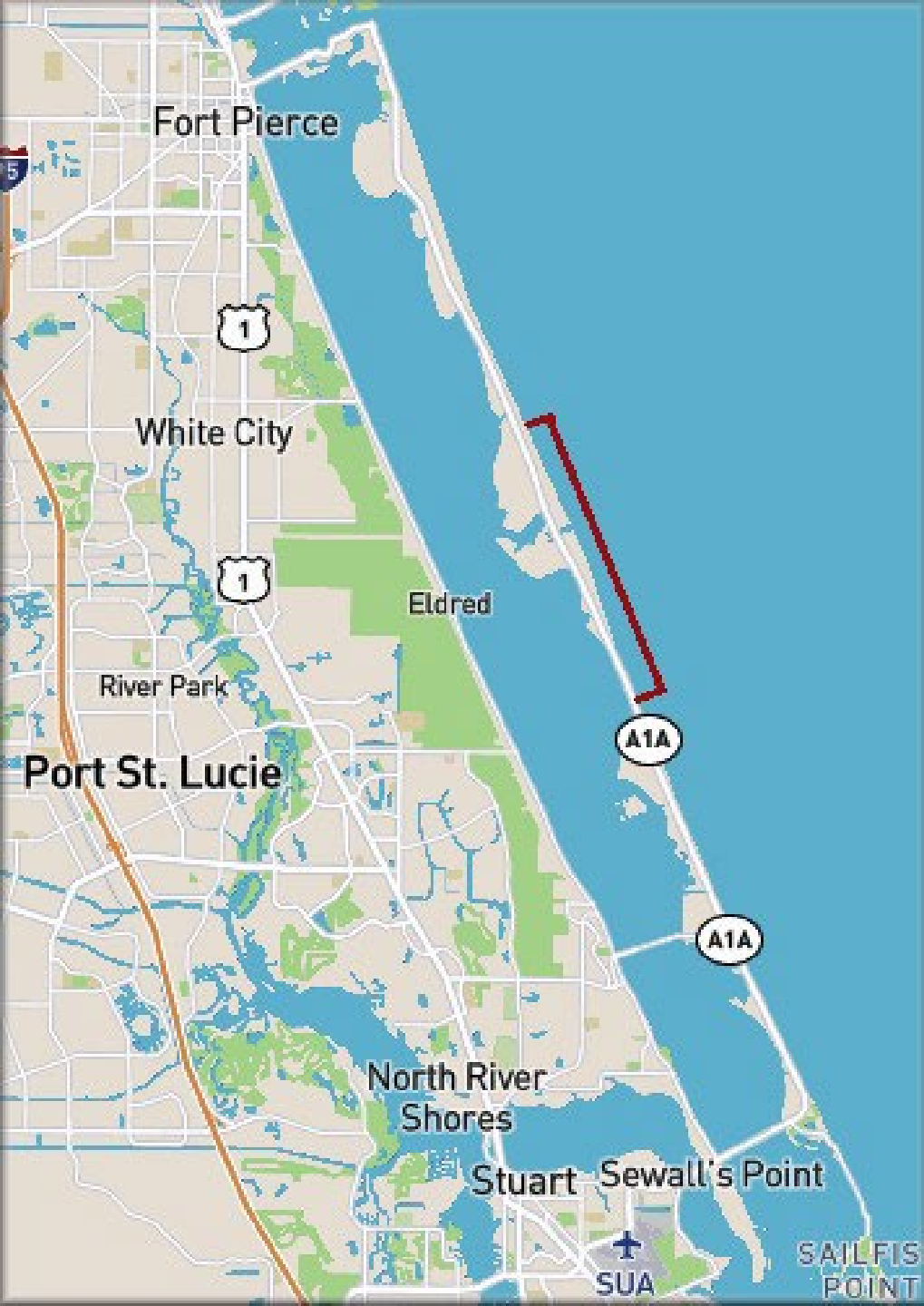
↑ North Hutchinson Island



# Currently

- North Hutchinson Island St. Lucie County 34949
- Hutchinson Island 34949 (if amended)
- Hutchinson Island South 34949
- South Hutchinson Island Ocean Breeze 34957





# Options To Consider

Option 1. Propose amendment to CDP current designation to change from current "Hutchinson Island South" to just "Hutchinson Island". This will match the current postal service designation and separate our identity from Martin County.

Option 2. Leave current designation as is and simply operate as a sort of DBA "Hutchinson Island", in conjunction with the USPS designation allowing Hutchinson Island South to continue its identity in St. Lucie County from the City limits to Martin County.



*Hutchinson  
Island*  
— FL —

# Possibilities 2030 PLAN

## *Hutchinson Island*

**Census Designated Place Amendment  
Permanent Community Center Location  
Memorial Flagpole & Veterans Monument  
Traffic enhancements for Seaway Dr.  
Wastewater plant removal completed  
Breakwater to prevent storm damage.  
Permanent expanded postal facility  
Expanded Neighborhood Watch  
All Citizens Notification System  
Traffic and Beach Cams  
Police substation  
Parking Plan**

**Full Service  
Postal Facility  
Applied For as  
Part of the  
Hutchinson  
Island  
Committees  
2030 Plan**



# Future Possible Community Locations

“Lakewood Park has a Community Center. White City has the White City Improvement Club, North Fort Pierce has several public meeting places. Possible future locations for a Hutchinson Island Community Center, Postal Annex, Police substation, and Tourist Information Center may include:”

## Locations

- Old Fire Station
- Former Island Hardware Building
  - Coast Guard Station
- FPRA Administration Office



# Role of Government - The Ask

1. Optional and voluntary but open to public private partnerships when useful.
2. Encourage cooperation with City entities such as the FPRA and the FPUA.
3. Improved signage location and placement
4. Continue Orange Avenue Improvements
5. Future locations for Community Affairs



# Funding Sources

As an all-volunteer organization the *Hutchinson Island Committee* will do with whatever we have.

We are not here to make money. We are here to make a difference and provide opportunity for the next 100 years.

Metric	Measurement	Target	Year 1
Memberships	Business Association	50	\$5,000
Events	Annual Event	4	\$5,000
Merchandising	Sale of Logo Items	\$10,000	\$5,000
Grants	Private Donations	\$5,000	\$5,000
Public-Private Partners	In Kind	In Kind	\$5,000

# Summary

CASUAL



REFINED



- We have successfully secured an approved postal designation that allows mail to be addresses Hutchinson Is, Fl 34949 and a location to provide postal goods and services on the Island allowing residents to access post office boxes and shipping without leaving the island.
- We have formed a core community group needed to promote the island through tourism, events and signage.
- We are prepared to engage the business community to encourage jobs, services and communications about the events and happenings on Hutchinson Island.



*Hutchinson Island Committee*

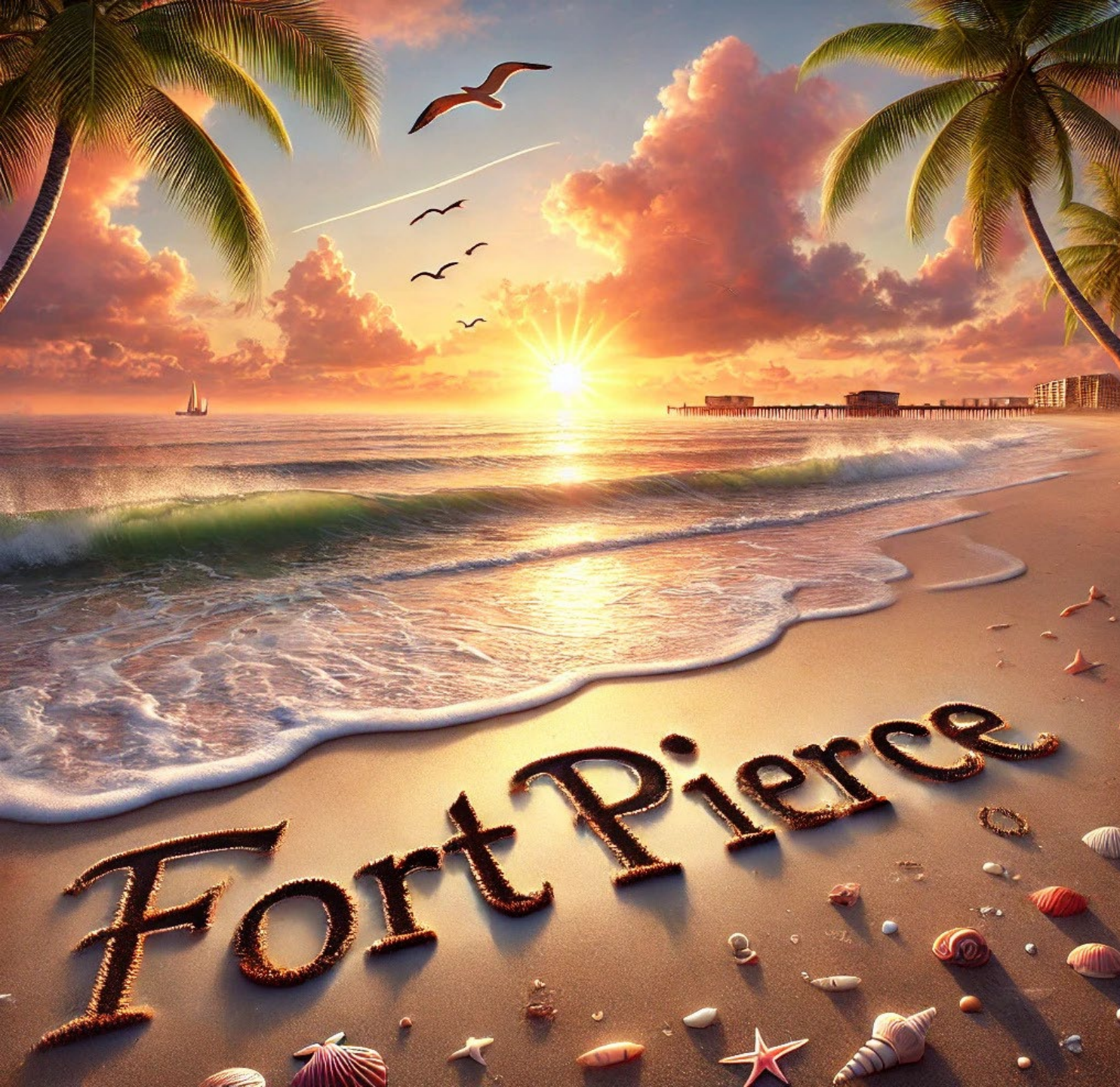
**Box 1013-121 Seaway Dr.  
Hutchinson Island, FL 34949**

Visit [HutshinsonIsland@gmail.com](mailto:VisitHutshinsonIsland@gmail.com)

[www.34949.Org](http://www.34949.Org)

772-242-7263 (SAND)

**Thank you**



**Q&A**

**FPRA Regular Meeting - 5:05 PM**

**14. C.**

**Meeting Date:** January 14, 2026

**Re:** Zora House Presentation by Zora Neal Hurston Florida Education Foundation and Conservation Fund

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

---

**SUBJECT:**

Zora House Presentation by Zora Neale Hurston Florida Education Foundation and The Conservation Fund

---

**Attachments**

Zora Neale Hurston House Proposal

---

# **ZORA NEALE HURSTON HOUSE** **REDEVELOPMENT PLAN**

## *Zora Neale Hurston House: A Community Development and Cultural Preservation Project*

---

### **Phase I: Repay The Conservation Fund's Acquisition Costs**

**Estimated Budget: \$92,760**

### **Phase II: Infrastructure Activation & Preservation (Revised Scope)**

Timeline: February 2026 – December 2026

Objective: Establish a livable and visitable structure by bringing the home to modern code while preserving historical features.

#### **Key Deliverables:**

- Utilities Installation: Water, sewer, and electric systems brought to modern code.
- Interior Rehab: Termite treatment, wall/drywall repair, period-appropriate kitchen and bathroom, five interior doors.
- Climate Control: Mini-split air conditioning system (3 units).
- ADA Compliance: Accessible concrete walkways, front and rear.
- Preservation: Re-roofing, painting, and historical finishing touches.

Contractor: Estimate provided: D. Roberts Construction

**Estimated Budget: \$142,241.25**

### **Phase III: Zora Legacy & Creative Residency Vision (New Phase)**

Timeline: March 2027 – June 2028

Objective: Transform the Hurston House into a dynamic literary and cultural heritage hub with robust community engagement and artist residency programming.

#### **Program Features:**

- Community Input Process...
- Museum-Ready Interior Restoration: Replica furniture, interpretive signage, soundscape rooms, and archival photos.
- Community Cultural Garden: Low-maintenance heritage garden.
- Zora Performance Courtyard: Covered stage and seating for events with ADA access.
- Tiny House for Artists-in-Residence: 250–400 sq ft furnished unit.
- Digital Media Studio: A digital lab for oral history, podcasting, and online exhibitions.

**ZORA NEALE HURSTON HOUSE**  
**REDEVELOPMENT PLAN**

**Phase III Preliminary Budget Outline**

Category	Estimated Cost
Museum-quality interior furnishings & replicas	\$35,000
Interpretive panels, lighting, A/V setup	\$15,000
Community garden (landscape, signage, seating)	\$10,000
Covered stage & outdoor seating	\$25,000
Tiny house (turnkey unit with bathroom & kitchenette)	\$75,000
Residency furnishings, utilities (6 mo.)	\$7,500
Staff honoraria, maintenance, programming	\$15,000
Contingency (10%)	\$10,000

**OVERALL CAPITAL CAMPAIGN SUMMARY**

Phase	Focus	Amount
Phase I	Acquisition repayment	\$92,760
Phase II	Utilities + ADA + preservation/& emergency roof	\$142,241.25
Phase III	Interpretive Experience	\$192,500
<b>Total</b>		<b>\$427,501.25+</b>

**FPRA Regular Meeting - 5:05 PM**

**16. A.**

**Meeting Date:** January 14, 2026

**Re:** January 2026 Programs & Activities Summary

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

---

**SUBJECT:**

January 2026 Programs & Activities Summary

---

**Attachments**

January 2026 Programs & Activities Summary

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# FPRA Programs & Activities Summary

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## JANUARY 2026





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# INFRASTRUCTURE IMPROVEMENTS

## Indian River Drive: Marina Way to Seaway Drive

The City of Fort Pierce has officially launched the Indian River Drive Corridor Improvements Project, a \$10.25 million investment to enhance safety, mobility, and accessibility along the waterfront. The project will be constructed in phases and is expected to be completed by 2027. For updates, visit [www.choosefortpierce.com](http://www.choosefortpierce.com).

**Construction has commenced, particularly at the Oaks at Moore's Bridge. Current activities include the installation of nine piles along the west side of Indian River Drive.**



## Avenue D Reconstruction



The City of Fort Pierce is advancing improvements along Avenue D, including resurfacing from 29th Street to US 1 and full reconstruction from US 1 to Indian River Drive. The reconstruction contract was sent to the contractor on November 13, and Construction Engineering Inspection services have been secured. Once executed and approved by the City Commission, a Pre-Construction meeting will be scheduled. Construction is not anticipated to begin in 2026.



# GATEWAY SIGNS

## Comprehensive Sign Program

As the final step of the FPRA's comprehensive wayfinding program, seven new gateway entrance signs will be installed at key entry points throughout the city. Each sign has been designed to accommodate illumination, offering an opportunity to further enhance their visibility and impact after dark.

**At the December meeting, the FPRA Board approved the second amendment to the Don Bell agreement. This amendment authorizes moving forward with the proposed solar lighting options and extends the project completion date to June 17, 2026.**



# MARINA SQUARE

## Downtown Park Conceptual Design Update

A proposed Change Order was approved at the November FPRA meeting and includes additional services that extend beyond the original project scope and are necessary to address these evolving needs. The expanded scope of work will include:

- **Enhanced engagement** with key stakeholders, including the City Marina, downtown businesses, Fort Pierce Youth Council, Main Street Fort Pierce, Fort Pierce Farmers' Market, and the Fort Pierce Jazz & Blues Society to identify current and future parking and access needs.
- **A comprehensive parking and access analysis** building on previous City studies, assessing both short and long-term parking solutions, potential structured and surface parking sites, and developing mapped circulation plans to improve connectivity, access, and walkability.
- **Updates to the Marina Square Conceptual Design** Document to incorporate a refined parking strategy, emergency and service access routes, enhanced public access to the waterfront, and final stakeholder feedback.

**With the Change Order approved, the consultant has begun meeting with City Marina staff to discuss Marina Square needs and explore design and access options, ensuring the final Downtown Park Conceptual Design is fully integrated, functional, and aligned with long-term community use and redevelopment goals.**



# DOWNTOWN FESTIVAL STREET

## 2nd Street Redevelopment

EXP US Services, the consultant for the 2nd Street Improvements Project, has finalized four design concepts to share with the community. These concepts illustrate potential enhancements and layout options aimed at improving safety, accessibility, and overall corridor functionality.

As part of the design process, the EXP team is also conducting interviews with business and property owners along 2nd Street, between Marina Way and Orange Avenue, to better understand their needs, challenges, and priorities.

Community feedback continues to play a vital role in shaping the vision for 2nd Street. Staff appreciates the ongoing input and support as the project progresses toward creating a more vibrant, welcoming, and connected corridor.



# OLD ST. ANASTASIA

## Master Plan

The public survey for residents, business owners, and stakeholders to provide feedback on potential uses of the Old St. Anastasia building and surrounding parcels has now closed. The results will play an important role in shaping the early phases of the planning process, helping determine how the building can best serve the community and what types of future uses or developments may be appropriate for the adjacent properties.

In addition, a stakeholder interview session was held on December 10 at City Hall with property and business owners from the Peacock Arts District. This meeting provided an opportunity for participants to share their insights and perspectives to help guide the master plan.

The project consultant is currently consolidating the survey and interview results and working on preliminary designs, which will be presented at a workshop scheduled for February.



# LINCOLN PARK

## Master Plan

The Lincoln Park Redevelopment Master Plan, covering the area from US Highway 1 to 33rd Street and from Avenue B to Avenue Q is now underway. The Treasure Coast Regional Planning Council (TCRPC) has begun one-on-one stakeholder interviews to better understand community priorities, opportunities, and challenges. This interview phase will continue through December 2025.

In late 2025 and into early 2026, the process will expand into broader public engagement, including community workshops where residents and stakeholders can provide input and help shape the vision for the Lincoln Park area. The first workshop is anticipated for January 2026.

This planning effort is structured to ensure that the community's voice leads the development of a long-term, sustainable, and vibrant future for Lincoln Park.



# HIGHWAYMEN MUSEUM

## A Celebration of Art and Legacy

The City of Fort Pierce has requested an extension for the Highwaymen Museum grant, moving the deadline to June 30, 2026. This extension, expected to be approved will not affect the project's funding or progress. It simply provides additional time to complete all grant-funded work, which is still on track for a projected completion date of December 30, 2025.

### Progress Update:

- **Decorative Fence:** The footers for the concrete columns have been completed and are awaiting inspection, before crews can fill and stucco the eight columns.
- **ADA Compliance:** An issue was identified in the women's restroom stall due to a one-inch discrepancy. The contractor added a layer of drywall behind the FRP to bring the wall out by one inch and finish it with a bullnose edge for a clean appearance. The next step is for the inspection to be completed.
- **Roof Repairs:** Leaks were discovered and fully addressed. The roofing contractor completed a comprehensive repair scope. All roof repair is now complete



**The mural installation has been delayed while the contractor works with City staff to resolve an issue involving a fire line installed in the path of the sidewalk. Both parties are evaluating the most cost-effective solution before moving forward.**

**The project continues to remain on schedule and is expected to be fully ready ahead of the 9th Annual Highwaymen Heritage Trail Art Show and Festival on Saturday, February 21, 2026.**

# MURAL PROGRAM

Opening Soon!

The Mural Program is growing to include additional locations. Property owner applications will open **Monday, January 12, 2026** for those interested in featuring a mural on their building. The program now extends to all districts, including South Beach, Downtown, Lincoln Park, Fisherman's Wharf, and the Peacock Arts District.

## Property Owner Application Requirements:

- Complete online application
- Photos of the proposed wall
- Measurements of the wall
- Mural concept statement

This expansion provides more opportunities for artists and property owners to bring vibrant public art to every corner of the city.



# SUNRISE THEATRE MURAL

Following a community poll that closed on August 28 with over 2,000 votes, Brian Peterson's mural design was selected. The concept celebrates the performing arts with a sunrise, musicians, dancers, and performers.

A site visit revealed that wall repairs, pressure washing, primer, and cleanup, totaling approximately \$15,000 are needed before installation. Minor design adjustments were made to align with the wall's structure and features.

At the November FPRA meeting, the Board requested that staff review the roof condition before beginning wall preparation and mural installation.



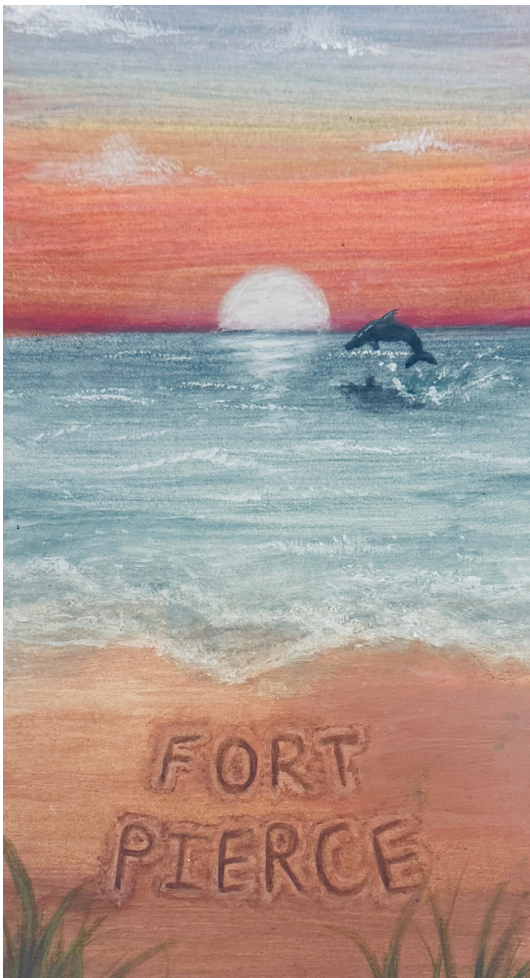
# STREETLIGHT POLE BANNER PROGRAM

## Youth Banner Art Showcase

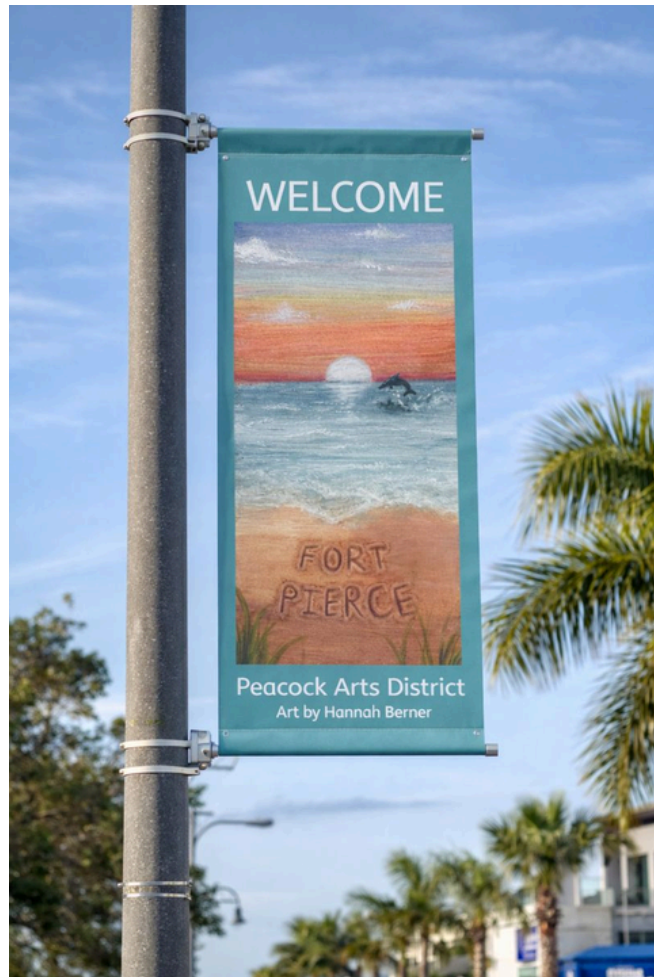
The FPRA Board has approved moving forward with all designs submitted for this project. Staff is currently coordinating with participants to secure the required License Agreements.

The deadline for submitting License Agreements has been extended through January 2026 to allow sufficient time to complete the administrative process.

### Submitted Art work



### Sample Art work on the Banner



# PARKING INFRASTRUCTURE

## JCPenney Parking Lot

As part of the ongoing improvements to the Downtown Fort Pierce parking lot, the project is nearing completion, and a final walk-through will be scheduled in the coming weeks.



## Delaware Ave. & 33<sup>rd</sup> St. Intersection Improvements

We are pleased to announce upcoming enhancements coming to the intersection of Delaware Avenue and 33rd Street. In response to community feedback and ongoing efforts to enhance traffic flow and safety, the improvements will provide a smoother, more efficient experience for both drivers and pedestrians.

**The engineering design consultant, Kimley-Horn Associates, 90% design plans have been reviewed and comments sent to the consultant. Final plans are anticipated early into the new year.**

# COMMERCIAL FACADE

## Grant Program

The Commercial Façade Grant Program continues to serve as an important resource for property and business owners seeking to improve the appearance and vitality of commercial corridors within the FPRA District. The next round of the program is anticipated to open in early 2026, offering additional opportunities for reinvestment.

At the December meeting, the FPRA Board approved a commercial façade improvement agreement for 515 S. Indian River Drive. This project is expected to deliver meaningful enhancements to the property, further supporting the FPRA's ongoing mission to reduce blight, strengthen key corridors, and encourage private reinvestment.

We look forward to seeing the improvements these newly approved projects will contribute to the district in the coming months.

### 515 S Indian River Drive



Existing Building Condition



Future Planned Improvements

# COMMERCIAL SIGN

## Grant Program

The FPRA is continuing to accept applications for the Commercial Façade Sign Program!

**This program provides reimbursable grants of up to \$5,000 per property** to help existing businesses upgrade outdated signage with modern, visually appealing designs. These improvements not only beautify the community but also increase business visibility, helping to attract new customers and strengthen brand identity. Eligible applicants must be businesses located within the FPRA District.

The program is currently open and actively accepting applications, reflecting strong interest and engagement from local property owners. To date, seventeen (17) applications have been approved, resulting in \$69,944.30 in financial assistance awarded for signage upgrades and replacements.

**APPLY NOW**

**NOW ACCEPTING APPLICATIONS**

**COMMERCIAL SIGN GRANT PROGRAM**

**Need a New Sign?**  
Upgrade your curb appeal with the FPRA Commercial Sign Grant!

**\$5,000 Reimbursable Grant**

**APPLY NOW**

772-467-3786 | www.choosefortpiercer.com

**Eligible applicants must be businesses located within the FPRA District.**



# FREEBEE

## Your Free Ride Around Town

### How Local Businesses Can Benefit from Freebee

Freebee continues to be an asset not only to residents and visitors, but also to the business community within the FPRA District. One of the app's most valuable features for local businesses is the "Deals" section, which allows restaurants, retailers, and service providers to promote special offers directly to Freebee riders.

#### By listing a deal on the app, businesses can:

- Attract more customers who are already using Freebee to travel throughout the area.
- Encourage repeat visits by offering exclusive discounts or promotions redeemable upon arrival.
- Increase visibility to both locals and visitors exploring dining and shopping options.
- Drive foot traffic by making it easy for riders to select a deal and travel straight to the business at no cost.

All businesses within the FPRA are encouraged to take advantage of this opportunity and showcase their specials on the Freebee app. This feature supports local commerce, boosts engagement, and enhances the overall experience for everyone using the service.

#### SERVICE INFORMATION:

**Coverage Areas:** Inner Zone encompasses the commercial zone where Freebee rides can either start and/or end. Outer Zone refers to the area surrounding the inner zone where Freebee rides can travel through, rides must start or finish within the inner zone.

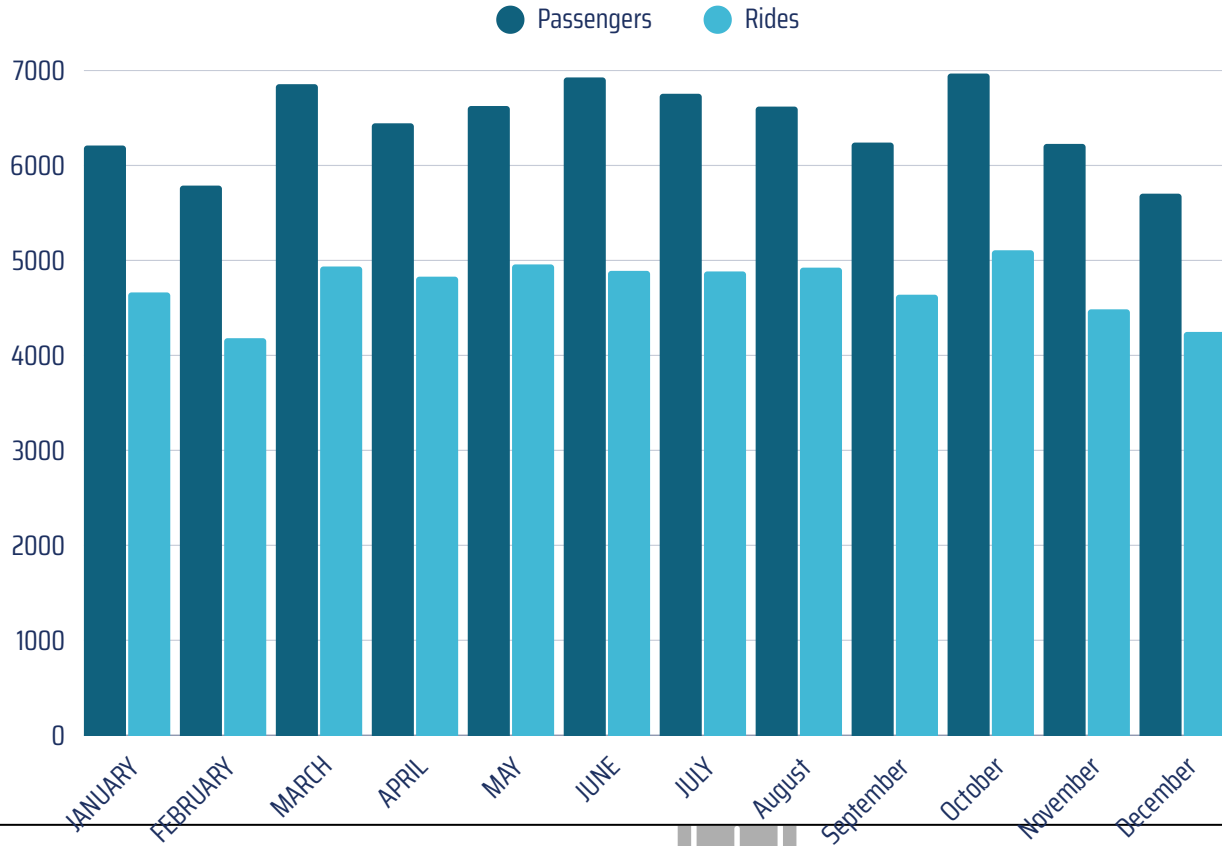
**Accessibility Features:** Freebee accommodates individuals with disabilities, ensuring comfortable and safe transportation. To request the ADA vehicle, call 855-918-3733 or request via the Freebee app.

**Age Restriction:** Freebee's services are exclusively available to individuals ages 18 and older.

#### SERVICE HOURS

Mon-Wed: 8am-6pm  
Thursday: 8am-8pm  
Friday: 8am-10pm  
Saturday: 10am-10pm  
Sunday: 10am-8pm

## PASSENGERS & RIDES EACH MONTH



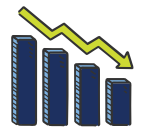
# FREEBEE RIDERSHIP



### Average Wait Time (mins)

December 2025

**27.93**

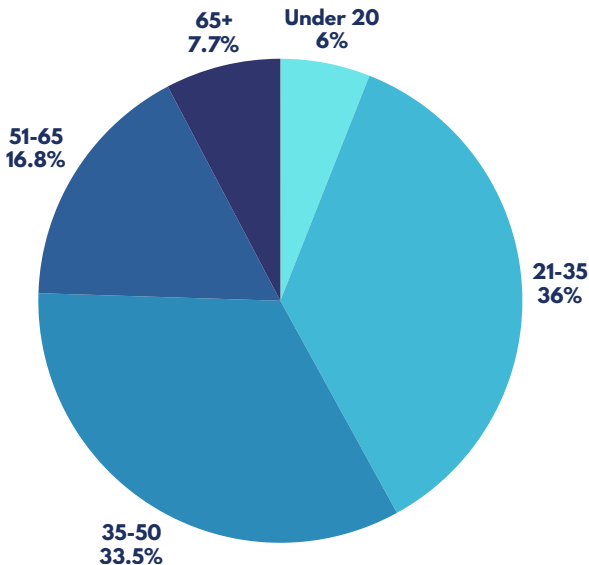


November 2025

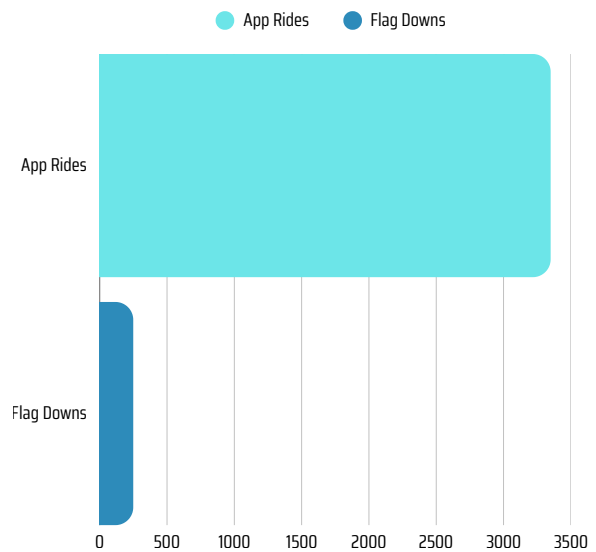
**25.05**



### PASSENGER AGE RANGE



### RIDES



# COMMUNITY POLICING

## DOWNTOWN



During the month of November 2025, there were a total of 24 FPRA details working for the Downtown area. There were 77 calls for service during the detail times. The top activities logged were patrols and traffic stops.

### PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

**\*Note: Two (2) officers on each shift.**

During this time, 6 case reports were completed.

- Disturbance
- Traffic Offense
- Baker Act (2)
- Traffic Accident (2)

### HOURS OF PATROL

#### Fridays

6:30PM – 2:30AM

#### Saturdays

8:00AM – 2:00PM

3:00PM – 9:00PM

9:00PM – 3:00AM

#### Sundays

8:00AM – 12:00PM

Table - Calls for service in Downtown area

CALL NATURE	FREQUENCY
CLOSE PATROL	30
SUSPICIOUS PERSON	9
VEHICLE OR TRAFFIC STOP	9
DISTURBANCE	7
FOOT PATROL OR PARK AND WALK	4
UNWELCOME PERSON	3
TRAFFIC ACCIDENT	3
DOMESTIC TROUBLE	2
ASSAULT	1
FIGHT	1
RECKLESS DRIVER	1
TRESPASSING COMPLAINT	1
PREMISE ALARM	1
TRAFFIC RELATED	1
OTHER	1
SUSPICIOUS INCIDENT	1
JUVENILE TROUBLE	1
RECOVERED PROPERTY	1
<b>TOTAL</b>	<b>77</b>

**\*Note** the updates provided in this section are one month behind to allow ample time for data collection and reporting.

# COMMUNITY POLICING

## JETTY PARK



During the month of November 2025, there were a total of 14FPRA details working for the Jetty Park area. There were 15 calls for service during the detail times.

### PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

### HOURS OF PATROL

#### Fridays

7:00PM – 1:00AM

#### Saturdays

7:00PM – 2:00AM

#### Sundays

8:00PM – 12:00AM

Table - Calls for service in Jetty Park area

NATURE	FREQUENCY
SUSPICIOUS PERSON	4
VEHICLE OR TRAFFIC STOP	2
CONDUCT INVESTIGATION	2
TRAFFIC ACCIDENT	1
VANDALISM	1
UNWELCOME PERSON	1
DISTURBANCE	1
LEWD LASCIVIOUS ACTS	1
FOOT PATROL OR PARK AND W	1
SICK/INJURED PERSON	1
<b>TOTAL</b>	<b>15</b>

During this time, 3 case reports were completed.

- Disturbance
- Simple Assault
- Traffic Accident

**\*Note** the updates provided in this section are one month behind to allow ample time for data collection and reporting.

# COMMUNITY POLICING

## NORTH 25th STREET



During the month of November 2025, there were a total of 18 FPRA details worked for the North 25th area from Avenue O to Avenue M. There were 54 calls for service during the detail times. Disturbances were the top reasons for the calls.

### Patrol Area

Detail Officers assigned to patrol North 25th Street from Avenue O to Avenue M are responsible for ensuring the safety and security of residents and businesses and primarily to address and mitigate the disturbances caused by excessive noise in the area.

### HOURS OF PATROL

#### Wednesdays

11:00PM – 2:00AM

#### Fridays

9:00PM – 2:00AM

#### Saturdays

10:00PM – 2:00AM

#### Sundays

6:00PM – 11:00PM

During this time, 2 case reports were completed.

- Baker Act
- Warrant Arrest

**\*Note** the updates provided in this section are one month behind to allow ample time for data collection and reporting.

Table – Calls for service in 25th Street area

NATURE	FREQUENCY
DISTURBANCE	35
VEHICLE OR TRAFFIC STOP	8
FOOT PATROL OR PARK AND V	3
PHONE MESSAGE	1
STOLEN AUTO	1
DRUNK PEDESTRIAN	1
VANDALISM	1
HANG UP OR NO VOICE CALL	1
CLOSE PATROL	1
RECOVERED PROPERTY	1
FIGHT	1
<b>TOTAL</b>	<b>54</b>

# SCHOOL RESOURCE OFFICERS



**Saint Lucie School, SRO'S covered their respected school during the month of October 2025.**

## **SRO Markeis Washington**

**Dan McCarty Middle School**

During the month of November Officer Washington was engaged in multiple events at the school. Officer Washington attended and participated in school activities such as the school's Senior Night, Homecoming week and Dance. Dan McCarty's Green and Gold Flag football game. In the month of November Dan McCarty conducted a Fire drill and Officer Washington assisted. Officer Washington conducted multiple investigations in the month of November to include an Assault and investigation that came from the Florida Fortify tips. Officer Washington made sure to stay engaged with students by staying visible during events and engaging students while at Dan McCarty.



# SCHOOL RESOURCE OFFICERS



**Saint Lucie School, SRO'S covered their respected school during the month of October 2025.**

## **SRO Jorge Goz**

### **Chester A. Moore Academy of Success K-8**

During the month of November Officer Goz participated in school events such as school spirit week. In addition, Officer Goz assisted with the school Fire drill and attended school attendance meetings for the month. As a result of Officer Goz supporting the school attendance initiative, the school keeps improving with attendance for the month of November, being 95%. During this month Officer Goz was involved in multiple investigations and reports were completed on school threats. Officer Goz keeps engaging his students by having lunch with them. Officer Goz also worked with Saint Lucie County Food Bank and Grace Pack for the month of November to send additional foods for the Thanksgiving week holiday. He also got other students involved in preparing the bags for the students. At this time the C.A Moore K-8 pantry approximately 35 students.





## CONTACT US

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