"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA
City Council Meeting

Monday, April 11, 2016 - 7:00 p.m.

City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Mayor and City Council

Gregory J. Oravec, Mayor

Linda Bartz, Vice Mayor	**District I**
Michelle Lee Berger, Councilwoman	**District II**
Shannon Martin, Councilwoman	**District III**
Ronald E. Bowen, Councilman	**District IV**

Administration

Jeff Bremer, City Manager
Azlina Goldstein-Siegel, Interim City Attorney
Karen A. Phillips, City Clerk

NOTICE OF COUNCIL MEETINGS AND AGENDAS

The second and fourth Monday of each month are the regular meeting dates for the City Council; special meetings may be called whenever necessary. Council Agendas are on the City's website and the bulletin board in the lobby of City Hall on the Thursday prior to each regular Council meeting. A public copy of the complete agenda is also available for review in the City Clerk's Office and at the City Hall lobby reception desk. Questions regarding the agenda should be directed to the City Clerk at (772) 871-5157.

Web Site: http://www.cityofpsl.com

Agenda
City Council Meeting
City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Monday, April 11, 2016 – 7:00 p.m.

Anyone wishing to speak during Public to be Heard is asked to fill out a Beige Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item or at a Public Hearing is asked to fill out a Green Participation Card and submit it to the City Clerk.

Participation Cards are available on the side table in Council Chambers, at the Reception Desk in City Hall lobby, and in the City Clerk's Office.

AS A COURTESY TO THE PEOPLE RECORDING THE MEETING, PLEASE TURN ALL CELL PHONES TO SILENT.

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

   A. **SPECIAL PRESENTATION** – 2016 LEGISLATIVE WRAP UP PRESENTED BY REPRESENTATIVE LARRY LEE, JR.

   B. **PROCLAMATION** – PORT ST. LUCIE VOLUNTEER WEEK

   C. **PROCLAMATION** – FAIR HOUSING MONTH

   D. **PROCLAMATION** - EARTH DAY

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** – SPECIAL COUNCIL RETREAT MARCH 3, 2016

   B. **SAINT LUCIE SAINTS/CIRCLE OF KIDS,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR 2016 FOOTBALL REGISTRATION PERIOD, SIGNS SCHEDULED TO BE PLACED APRIL 16, 2016, THROUGH MAY 14, 2016, CITY MANAGER

C. **HILL YORK SERVICE, CORP.,** REPLACE EXISTING AIR CONDITIONING SYSTEM AT THE REVERSE OSMOSIS PLANT, #20160023, $35,379 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 120 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

D. **WAIVE THE BIDDING, CIRCUMSTANCES REQUIRE IMMEDIATE REQUISITION, CHAPTER 35.03 (D)** EMERGENCY PURCHASE OF A CONVEYER FOR THE BIO-SOLIDS CAKE PUMP SYSTEM, **MTS ENVIRONMENTAL-SPIRAC,** #20160107, $41,242, PROCUREMENT MANAGEMENT DEPARTMENT

E. **CLYDE ARMORY, INC.,** TRADE-IN GUN INVENTORY AND PURCHASE NEW DANIEL DEFENSE WEAPONS SYSTEM, #20160032, $26,389, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 90 DAYS AFTER RECEIPT OF ORDER WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

F. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** CONVERSION OF A VAN TO A TACTICAL SWAT VEHICLE, **PRIDE ENTERPRISES, INC.,** #20160084, $46,891.48, PROJECT ESTIMATED TO BE COMPLETED IN 30 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

8. **SECOND READING, PUBLIC HEARING OF ORDINANCES**

A. **ORDINANCE 16-17,** AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 20 PAGES, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO. 1. THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-18,** AN ORDINANCE OF THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING CHAPTER 36, CITY POLICY, ARTICLE I, ADDING SECTION 36.03 IMPOSING A FEE FOR COLLECTION BY THE LIEN SERVICES DIVISION; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 16-19,** AN ORDINANCE TO REZONE 1.47 ACRES OF PROPERTY LEGALLY DESCRIBED AS ST. LUCIE WEST PLAT NO. 168, OST (OPEN SPACE TRACT) 1A, 1B, AND 2A AND LOCATED ON THE NORTH SIDE OF ST. LUCIE WEST BOULEVARD IN BETWEEN CALIFORNIA BOULEVARD AND COUNTRY CLUB DRIVE; FROM GU (GENERAL USE) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS ST. LUCIE WEST SERVICES DISTRICT (P16-015); PROVIDING FOR AN EFFECTIVE DATE.

D. **ORDINANCE 16-20,** AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ERRONEOUSLY DESCRIBED RIGHTS-OF-WAY VIA QUIT CLAIM DEEDS FROM THE CITY OF PORT ST. LUCIE TO

RIVERLAND/KENNEDY II, A FLORIDA LIMITED LIABILITY, RIVERLAND/KENNEDY III, A FLORIDA LIMITED LIABILITY COMPANY AND RIVERLAND/KENNEDY, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP; PROVIDING AN EFFECTIVE DATE.

E. **ORDINANCE 16-03,** AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 61.07, CUSTOMER DEPOSITS; CLARIFYING THE AUTHORIZATION FOR THE TRANSFER OF A UTILITY DEPOSIT TO A DESIGNEE OTHER THAN A SURVIVING SPOUSE; PROVIDING FOR AN EFFECTIVE DATE.

F. **ORDINANCE 16-04,** AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 63.25, MISCELLANEOUS POLICIES; CORRECTING PARAGRAPH NUMBERING; CLARIFYING THAT CAPITAL CHARGE AGREEMENTS (CCA) ARE NOT AVAILABLE FOR NEW CONSTRUCTION; CLARIFYING THAT TRANSFERS OF INTEREST IN REAL PROPERTY MAY REQUIRE THE UNPAID BALANCE OF A CCA TO BE PAID IN FULL; PROVIDING FOR AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

A. **PUBLIC HEARING AND DISCUSSION REGARDING THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING PLAN 2016-2017, 2017-2018, AND 2018-2019,** COMMUNITY SERVICES DIRECTOR

10. **FIRST READING OF ORDINANCES**

G. **ORDINANCE 16-21** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

11. **RESOLUTIONS**

A. **RESOLUTION 16-R23,** A RESOLUTION SUPPLEMENTING RESOLUTION 14-R116 ADOPTED ON JULY 28, 2014, WHICH RESOLUTION 14-R116 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE FROM TIME TO TIME OF PUBLIC SERVICE TAX REVENUE BONDS; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $39,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA PUBLIC SERVICE TAX REFUNDING REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OF THE CITY'S OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2004 AND CERTIFICATES OF PARTICIPATION, SERIES 2008, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY, TO ELIMINATE DEBT UNDER THE CITY'S MASTER LEASE PROGRAM, TO RESTRUCTURE THE ISSUER'S DEBT AND TO REMOVE THE SERIES 2004 PROJECT AND THE SERIES 2008 PROJECT FROM THE

ENCUMBRANCES OF THE MASTER LEASE PROGRAM; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS TO THE UNDERWRITERS DESCRIBED HEREIN; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF, AND APPROVING THE FORM OF, A BOND PURCHASE AGREEMENT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SUCH BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER WITH RESPECT TO FUNDING A DEBT SERVICE RESERVE; AND PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

A. **MARQUEE DEVELOPMENT, INC.,** CAMEO BOULEVARD SIDEWALK CONSTRUCTION PROJECT, #20150059, $609,693.75 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 150 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

B. **REJECT ALL BIDS AND WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04, AM CONSTRUCTION, INC.,** COMPLETION OF THE CONCRETE RESTORATION OF HEADWORKS AT WESTPORT WASTEWATER TREATMENT FACILITY, #20160095, $456,214 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

C. **NEW PSL 20 SHOWS,** ASSISTANT CITY MANAGER HOLBROOK

D. **OXBOW ECO-CENTER,** REQUEST FOR CITY SPONSORSHIP FOR THE EARTH DAY FESTIVAL SCHEDULED FOR APRIL 23, 2016, CITY MANAGER

E. **COLLECTIVE BARGAINING AGREEMENT FOR INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA) LIEUTENANTS 2015-2018,** HUMAN RESOURCE DIRECTOR

F. **COLLECTIVE BARGAINING AGREEMENT FOR INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA) SERGEANTS 2015-2018,** HUMAN RESOURCE DIRECTOR

G. **COLLECTIVE BARGAINING AGREEMENT FOR INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA) OFFICERS 2015-2018,** HUMAN RESOURCE DIRECTOR

H. **MUTUAL CONSENT AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, INTERNATIONAL UNION OF POLICE ASSOCIATIONS-SERGEANTS AND INTERNATIONAL UNION OF POLICE ASSOCIATIONS-LIEUTENANTS,** HUMAN RESOURCES DIRECTOR

I. **STREET LIGHTING AREA BOUNDARY #442 – SW DAILEY AVENUE, PARTIAL REFUND,** CITY MANAGER

14. **DETERMINATION OF EXCUSED ABSENCES**

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

17. **PUBLIC TO BE HEARD** - (IF NECESSARY AS DETERMINED BY CITY COUNCIL AT CONCLUSION OF PUBLIC TO BE HEARD)

18. **ADJOURN**

NOTICE: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

NOTICE: The public and press are invited to review the backup for Council meetings. Copies are available on the City's web site and in the City Clerk's Office and the Communication Department on Thursday, Friday, and Monday before Council meetings. On meeting nights, a copy of the backup material is available in the Reception Area of City Hall for public review.

April Meeting Calendar

DATE	MEETING	TIME	LOCATION
4-5-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
4-6-16	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 210 Building B
4-11-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
4-13-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
4-13-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
4-14-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
4-18-16	City Council Workshop Meeting	11:00 a.m.	Port St. Lucie Community Center 2195 SE Airoso Blvd. Rooms B, C & D
4-21-16	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
4-25-16	Governmental Finance Corporation Meeting	6:30 p.m.	City Hall Complex Council Chambers Building A
4-25-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
4-27-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
4-27-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 4/11/16

TO: Mayor and City Council

FROM: Jeff Bremer, City Manager

Agenda Item: Special presentation: 2016 Legislative Wrap Up Presented by Representative Larry Lee, Jr.

Submittal Date: 3/30/2016

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to the 2020 goals: growing local economy and our mission, principle 3, to plan for smart and balanced growth.

BACKGROUND: N/A

ANALYSIS: Presentation providing a Legislative Update

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 20 minutes – presented by Representative Larry Lee, Jr.

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: N/A

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Menda Candelaria, Program Director for the Saint Lucie Saints requesting City Sponsorship of the 2016 football registration period.

Submittal Date: 4/4/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the goals for expanded leisure activities and our mission to be responsive to the community

BACKGROUND: Pursuant to Section 155.07 of the City's Code of Ordinances, only City-sponsored special events may locate such signs within the right-of-way. Given that "sponsorship" is a policy decision of the City Council, this memorandum serves to request that this item be placed on the next City Council agenda for consideration.

ANALYSIS: Code compliance has reviewed the required special event sign application.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed April 16th thru May 14th 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Menda Candelaria

City of Port St Lucie
Special Event Request for Signs in Right-of-Way

Name of Organization: Saint Lucie Saints/Circle of Kids

Location of Event: Winterlakes Park

Number of Signs: 64

Date range of sign placement: 04/16/2016 to 05/14/2016

Contact Person: Menda Candelaria

Phone: (561)573-1732

Email: mendadeveaux@aol.com

Tax Exempt 501(c)(3) Received: Non-Profit

Staff Recommendation: Approve for Signs

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*Code Compliance Division received all required information for the event.

April 1, 2016

Dear City of Port St Lucie,

My name is Menda Candelaria and I am the Program Director for the Saint Lucie Saints. We are looking to place 64 Signs within the city of Port St. Lucie for our football registration which starts June 1, 2016 at Winterlakes Park. We are looking to have the signs out from April 16 – May 14. I have attached all of the required documentation needed such as my driver's license, 501(C) (3), and locations of the signs. If you have any questions feel free to reach out to me.

Menda Candelaria

561-573-1732

mendadeveaux@aol.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager-City Engineer
Jesus Merejo, Director, Utility Systems Department
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: #20160023 Replace Existing Air Conditioning System at the Reverse Osmosis Plant

Submittal Date: 3/30/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1, Financially Sound City High Performance City Organization "Upgrading City facilities and addressing deferred maintenance." Goal 3, Balanced and Responsible Sustainable Growth, "Aging City infrastructure needing maintenance, upgrades or replacement."

BACKGROUND: The Utility Systems Department twenty (20) ton split system air conditioning system for the 1st floor area in the Administrative Building and Reverse Osmosis Water Treatment Plant requires replacement. The current air conditioning system is eighteen (18) years old. This air conditioning system has exceeded its life expectancy. The repair costs to maintain this system have risen due to changes in the refrigerant legislations. An E-Bid was issued on January 26, 2016. During this period there were four hundred fifty three (453) potential suppliers and twenty four (24) listed as plan holders. Five (5) bid proposals were received on March 8, 2016 with all five (5) proposals being deemed responsive and meeting the specifications.

ANALYSIS: Staff reviewed the proposals and determined that Hill York Service Corp meets all the solicitation requirements and provides the best value to the City. The Bidder is not a local firm.

FINANCIAL INFORMATION: Funds are available in the Utilities/Renewal & Replacement Fund/ Water-Plant Operations/ Improvements other than Building.

LEGAL INFORMATION: Reviewed by Ella Gilbert on February 2, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval and award of Contract #20160023 Replace Existing Air Conditioning System at the Reverse Osmosis Plant to Hill York Service Corp., in the amount of $35,379.00, plus a one-time $10.00 indemnification fee. The time period for this Contract is one hundred twenty (120) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: Utility Administration / RO Plant Facility. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities

ATTACHMENTS: Contract, Bid Tabulation, Winning Proposal, Solicitation Request Form, E-Bid, Addenda, Sign in Sheet and unsuccessful proposals

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

APR 0 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT #20160023

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Hill York Service Corp.* (Contractor), a Florida (or the state where they are) Corporation, *2125 S. Andrews Ave, Forts Lauderdale, FL 33316* Telephone No. (561) 689-7355 Fax No. (561) 640-4081, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

City Project Manager:
City of Port St. Lucie
Utility Systems Department
Attn: Pierre Vignier
900 SE Ogden Lane
Port St. Lucie, FL 34983
Telephone: 772-873-5434- Fax: 772-873-6504
Email: pvignier@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
Hill York Service Corp
Richard Grenz – cellphone # (954-494-0895)
3921 Westgate Ave, West Palm Beach, FL 33409 (physical)
2125 S. Andrews Ave, Fort, Lauderdale, FL 33316 (mailing)
Telephone:5 61-689-7355 Fax: 561-640-4081
Email: rgrenz@hillyork.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160023, all agenda, and are made part of this Contract to Replace Air Conditioning System at the Reverse Osmosis Plant are hereby incorporated by this reference.

Scope of Work: Contractor shall provide turnkey services needed to replace existing Air Conditioning System located at the Utility System, Reverse Osmosis Plant located at 900 SE Ogden Lane, First Floor, Port St. Lucie, FL 34983. Contractor is responsible for all permits, labor and materials needed to complete this project.

Site Security: The water treatment plant is a secure facility. Contractor must contact facilities when arriving and leaving by calling either of these telephone numbers 772-879-3399 or 772-528-2077. Contractor and his/her staff shall have proper company identification upon entering this facility.

- Contractor agrees upon written plan approved by the City to remove and replace with a new air handler and condensers
- To safely replace existing split system air handler and condensers
- Remove air and supply air duct work from existing handler and provide and install new air and supply air duct work to new handler
- To remove old line and replace with a new line set in hallway ceiling and run line into mechanical room
  and outside to condensers
- To shut down unit and recover refrigerant in system
- Disconnect electrical and controls from existing unit(s)
- Remove electrical and controls from existing condensers outside
- Reconnects liquid and suction lines to new air handler and condenser and install new drier shell and cored
- Install new TXV's with sight glass and solenoid valve
- Insulates line set with two (2") inch thick wall insulation
- Reconnects electrical and controls to air handler and condenser (Controls to be connected by authorized Johnson FX provider)
- Performs leak check and evacuate system
- Recharges unit and check operation
- Performs start up and record readings and provides the Project Manager with start-up information.

The current Air Cooled Condensing Unit to be removed:
Model # Carrier 38AUZA25A0B6-0A0A0
System Capacity: 20 Tons
Condenser: 11,000 DVM
Electrical 460V RLA 48.1: 3 Phase
Compressor: Semi-Hermetic

Single circuit dual compressor

The current Air Handling Unit to be removed:
Model: Carrier 40RUAA25A5A6-0A0A0
Coil Data: 167.8 Total MBH: 167.8 Sensible MBH: 55 Heat MBH
CRM: 8,000
HP: 5.0
Drive: Belt
Electrical: 460V: 3 Phase

Contractor shall provide temporary air conditioning needs prior to the project as the areas that need temporary air for the weekend will be the control room and the phone call center. A layout is provided as Attachment A.

If system is not functional by the designated time, the Contractor shall provide additional temporary air conditioning to all offices on the first floor of the building and shall be cooled to normal operating temperature of 73° until the systems is up and operating in Attachment A.

Contractor is responsible for cleaning up of the job site and removal of old equipment and all dunnage.

SECTION III
TIME OF PERFORMANCE

Contract period shall be for one hundred twenty (120) calendar days and shall begin April 18, 2016 and terminate on August 16, 2016 unless otherwise extended by written agreement or change order. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the contract specifications has not been completed the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

Hours of Service - The City will determine the start of the work day with the project being performed within one weekend, two (2) days being Saturday and Sunday. The system shall be functional Sunday evening and building shall be cooled to normal operating temperature of 73° by Monday 7:00 am. Preparatory work may be permitted during normal working hours.

SECTION IV
RENEWAL OPTION

"Not Applicable"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is for the Lump sum amount $35,379.00 plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

An Invoice for services shall be submitted upon completion of the project, and payment shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order or Visa Order number and Contract number. All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

"Non -Applicable"

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each

disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160023 – Replace Air Conditioning System at the Reverse Osmosis Plant Project shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be

specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds – N/A

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No

reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement **Repair or Replacement** - Should any defect appear during the warranty period, the Contractor(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image - The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Florida Produced Lumber – N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVI
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets - Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - C must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XVII
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City five hundred ($500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of Hill York Service Corp.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____executed said instrument for the purposes therein expressed. (he/she)

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160023
OPENED: March 8, 2016
TIME: 11:00:00 am

E-Bid:Replace Air Conditioning System at the Reverse Osmosis Plant

Item		Hill York	Airstron	Florida Mechanical	Supa Air & Heat Inc	Air Mechinacal Service Corp
1	Lump Sum Total	$ 35,379.00	$ 43,325.00	$ 52,379.00	$ 55,000.00	$ 76,000.00
2	Accepts Visa:	yes	no	yes	yes	yes
3	Visa Percentage discount:	0%	0%	0%	0%	0%
4	Visa Discount amount:	0%	0%	0%	0%	0%
	Provide Brochure	yes	yes	yes	yes	yes
	Provide Specifications & warranty	yes	yes	yes	yes	yes
	Submitted E-Bid Reply Sheet:	yes	yes	yes	yes	yes
	Submitted Bid Bond:	original	copy	copy	original ck	original
	Submitted Insurance:	yes	yes	yes	yes	yes
	Submitted License:	yes	yes	yes	yes	yes
	Submitted Vendor Code of Ethics:	yes	yes	yes	yes	yes
	Submitted Drug Free Form:	yes	yes	yes	yes	yes
	Submitted W-9 Form:	yes	yes	yes	yes	yes
	Number of E-Bids received:	5				
	Number of Planholders:	24				
	Number of Potential Bidders:	453				
	Number of Non-Responsive Bids:	0				

CHECKLIST
E-BID #20160023
REPLACE EXISTING AIR CONDITIONING SYSTEM AT THE R/O PLANT

Name of Bidder: HILL YORK

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid 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.

- ✓ E-Bid Reply Sheet #20160023 with proper signatures upload to DemandStar
- ✓ 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- ✓ Drug-Free Workplace Form uploaded to DemandStar
- ✓ Required forms: Vendor Code of Ethics
  All forms are to be uploaded to DemandStar
- ✓ Required W-9 as per Section 1.13 uploaded to DemandStar
- ✓ Copy of the Checklist uploaded to DemandStar
- ✓ Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #
- ✓ Have reviewed the Contract and accept all City Terms and Conditions
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed
- ✓ All price extensions and totals have been thoroughly checked
- ✓ Brochure and Equipment Specifications
- ✓ Manufacturer Warranties

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Reply Sheet/Questionnaire # 20160023
Replace Air Conditioning System at the Reverse Osmosis Plant

1. **COMPANY NAME**: Hill York Service Corp.

DIVISION OF: _____

PHYSICAL ADDRESS: 3921 Westgate Ave, WPB, FL 33409

MAILING ADDRESS: 2125 S. Andrews Ave, Ft. Laud, FL 33316

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: (561) 689-7355 FAX NO. (561) 640-4081

CONTACT PERSON: Richard Grenz E-MAIL: rgrenz@hillyork.com
954-494-0895

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? (Yes) No If yes, in what state? Florida

Jeffrey Phillabaum
President

Michael Senecal Vp of Construction
Vice President

Eden Bagley
Treasurer

How long in present business: 80 yrs How long at present location: 40 yrs.

Is firm a minority business? Yes ( ) No (X)

Does firm have a drug-free workplace program? Yes (✓) No ( )
If no, is your company planning to implement such a program? _____

The number of employees in the Treasure Coast Area? 46

Is this firm claiming Local Preference under City ordinance 35.12? Yes ( ) No (✓)

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	2/17/16
2	2/22/16
3	3/4/16

4. VENDOR'S LIST - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa). ~~Will be 3.75% additional fee~~
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0 %
(this amount maybe zero)

5.3 Visa percentage discount amount: $ 0
(this amount maybe zero)

5.4 Bid Reply Sheet Lump Sum Total: $ 35,379.00
(include the discount amount of Visa)

5.5 Provide a brochure with photos of air handler and condensers that will be replacing existing unit(s).

5.6 Provide specifications and warranty for air handler and condensers unit(s)

Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amounts listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

The City reserves the right to split this award, if in the City's opinion such a split is beneficial to the City.

6. INSURANCE CERTIFICATES LICENSE - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project. See attached

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Include all license that allows them to perform the work. Insert additional lines if necessary.

See attached

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? Yes ( ) No (✓) If yes, please explain:

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (✓)

If yes, please explain:

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

N/A None

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

N/A None

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

N/A None

(N/A is not an acceptable answer - insert lines if needed)

15. List three (3) Air Conditioning System Replacement projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name:	EXPRESS SCRIPS
Description:	NEW CHILLED WATER HVAC SYSTEM RETROFIT - CEP
Location:	PORT ST. LUCIE
Size of the Building:	300K FT^2
Date of Completion:	2015
Prime Contractor or Subcontractor:	HILL YORK
Client Name, Phone Number & Email:	EXPRESS SCRIPS
Value of Total Contract:	$1.9 MIL
Firm's Percentage of Total Contract:	100
Number of Change Orders:	0
Value of Change Orders:	0
Was Project Completed on Schedule:	Y
Was Project Completed within Budget?	Y

Project Number 2

Project Name:	ELLIOTT MUSEUM
Description:	NEW CONSTRUCTION - HVAC SYSTEM
Location:	FT. PIERCE
Size of the Building:	250K FT^2
Date of Completion:	2013
Prime Contractor or Subcontractor:	
Client Name, Phone Number & Email:	
Value of Total Contract:	$1.4 MIL
Firm's Percentage of Total Contract:	
Number of Change Orders:	
Value of Change Orders:	
Was Project Completed on Schedule:	Y
Was Project Completed within Budget?	Y

Project Number 3

Project Name:	CITY OF PT ST. LUCIE
Description :	NEW HVAC SYSTEM – POLICE, ADMIN
Location:	PT ST LUCIE
Size of the Building:	VARIOUS
Date of Completion:	2013-14
Prime Contractor or Subcontractor:	HONEYWELL
Client Name, Phone Number & Email:	CITY OF PT ST LUCIE
Value of Total Contract:	$1.4 MIL
Firm's Percentage of Total Contract:	
Number of Change Orders:	
Value of Change Orders:	
Was Project Completed on Schedule:	Y
Was Project Completed within Budget?	Y

16. CERTIFICATION

This bid is submitted by: I (print) Michael Seneca am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

Bidder agrees to perform the work on Saturday and Sunday and to complete this project in two (2) days.

Signature — V.P. (Title)

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Hill York Service Corporation, 2125 S. Andrews Avenue, Fort Lauderdale, FL 33316

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower I,18th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie 121 SW Port St Lucie Blvd, Port St. Lucie, FL 34984

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid---------

Dollars ($ ---5%--),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Replace Air Conditioning System at the Reverse Osmosis Plant

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of March 2016

(Witness)

Hill York Service Corporation (Principal) (Seal)

By: EVP (Title)

Angela T. Jeffers (Witness)

Fidelity and Deposit Company of Maryland (Surety) (Seal)

By: F. Danny Gann (Attorney-In-Fact) (Title)

Surety Phone No.

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward T. WARD, Audria R. WARD and F. Danny GANN, all of Carrollton, Georgia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 15th day of January, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 15th day of January, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES,** Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of March, 20 16.

Thomas O. McClellan, Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: Kristin Purcell PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): E-MAIL ADDRESS: kpurcell@keyescoverage.com PRODUCER CUSTOMER ID #: 12653
INSURED Hill York Service Corporation 2125 S. Andrews Avenue Fort Lauderdale FL 33316	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FCCI Ins. Company — 10178 INSURER B: National Trust Insurance Co. — 20141 INSURER C: Federal Ins. Co. — 20281 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1395416063 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	Y	Y	GL 0013212-04	4/1/2015	4/1/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$1,000,000
	X $10,000 PD Ded						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	CA 0021456 4	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	X HOS by Endorsement							$
B	X UMBRELLA LIAB X OCCUR	Y	Y	UMB 0013997 4	4/1/2015	4/1/2016	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DEDUCTIBLE						UL:GL/Auto/WC/	$
	X RETENTION $10,000						EmployeeBenefits	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	001-WC15A-72278	4/1/2015	4/1/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Crime			8225-6687	4/1/2015	4/1/2016	Employee Theft Premises / Transit Deductible	$1,000,000 $1,000,000 $10,000

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

*10 Days notice of cancellation due to non-payment of premium.
PROFESSIONAL LIABILITY - Policy #: APP117738116, CARRIER D: Catlin Specialty Ins. Co., Eff 4/1/2015 - 4/1/2016 / Limits: $2,000,000 Aggregate; $2,000,000 Each Claim; Deductible: $50,000.
Proof of Insurance Only.

CERTIFICATE HOLDER

Hill York Corporation
2125 South Andrews Avenue
Fort Lauderdale FL 33316

CANCELLATION 30 Days Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

KEYES COVERAGE, INC.

5900 HIATUS ROAD, TAMARAC, FL 33321
954-724-7000 * 866-701-4000 * FAX 954-724-7024

August 5, 2015

Monique Abreu-Estevez
Hill York Service Corporation
2125 S. Andrews Avenue
Fort Lauderdale, FL 33316

Re: Hill York Service Corporation
Workers Compensation

To Whom It May Concern:

We hereby confirm Experience Modification Factors for the following years, for Hill York Service Corporation:

2015 -- .86

2014 -- .79

2013 -- .84

2012 -- .77

Should you have any questions regarding the above information, please do not hesitate to contact our office.

Sincerely yours,
KEYES COVERAGE, INC.

Greg Marsh
Vice President

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

KERNEY, MARK
HILL YORK
2125 SOUTH ANDREWS AVE
FORT LAUDERDALE FL 33316

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CAC029360 ISSUED: 06/08/2014

CERTIFIED AIR COND CONTR
KERNEY, MARK
HILL YORK

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31, 2016 L1406080001045

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CAC029360	

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

KERNEY, MARK
HILL YORK
2125 SOUTH ANDREWS AVE
FORT LAUDERDALE FL 33316

ISSUED: 06/08/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1406080001045

VENDOR CODE OF ETHICS

"A City for All Ages"

E-BID #20160023
Replace Existing Air Conditioning System at the R/O Plant

The City of Port St Lucie ("City), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer HILL YORK

Signature

Printed Name and Title Michael Senecal, Vice President

Date 3/4/16

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

Hill York Service Corp. does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

3/4/16
Date

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Hill York Service Corporation

Business name/disregarded entity name, if different from above
Hill York

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
2125 S. Andrews Ave

Requester's name and address (optional)

City, state, and ZIP code
Fort Lauderdale, FL 33316

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
5	9	–	0	8	4	1	9	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

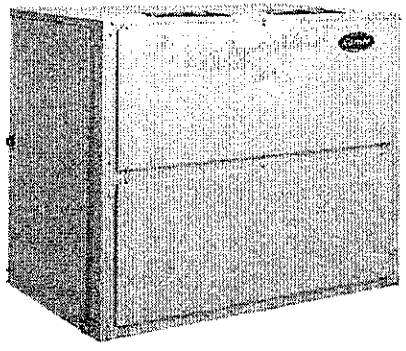
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Carrier's Gemini™ Split System Air Conditioners and Heat Pumps:

- An ideal solution for replacement and new construction
- Rugged, dependable construction
- Available in single and circuit scroll compressor capacity control
- Cooling capability up to 125°F (52°C) ambient and down to 40°F (4°C) ambient standard

Puron

Willis H. Carrier began training members of the heating, ventilation, air conditioning and refrigeration industry in 1905. Carrier continues to promote technical expertise in the industry with the expansion of its sustainable solutions curriculum and has recently been named a U.S. Green Building Council Education Provider (USGBC EP). To earn this status, Carrier's course materials were reviewed by a panel of USGBC peers and deemed to provide the high level of quality required for training Leadership in Energy and Environmental Design (LEED®) professionals. The courses and workshops supporting LEED-Accredited Professional and Green Associates credential maintenance are administered through Carrier University.

The Future of the World Depends on Our Ability... to Sustain it.

improve

As the world's leader in high technology heating, air-conditioning and refrigeration solutions, we believe that market leadership requires environmental leadership. Carrier sets industry standards for environmentally sound business practices and a commitment to sustainability across its products, services and operations. We demonstrate this commitment by creating environmentally responsible solutions that consume less energy and incorporate innovations that improve the world – indoors and out.

Carrier

United Technologies

turn to the experts

1-800-CARRIER carrier.com/commercial

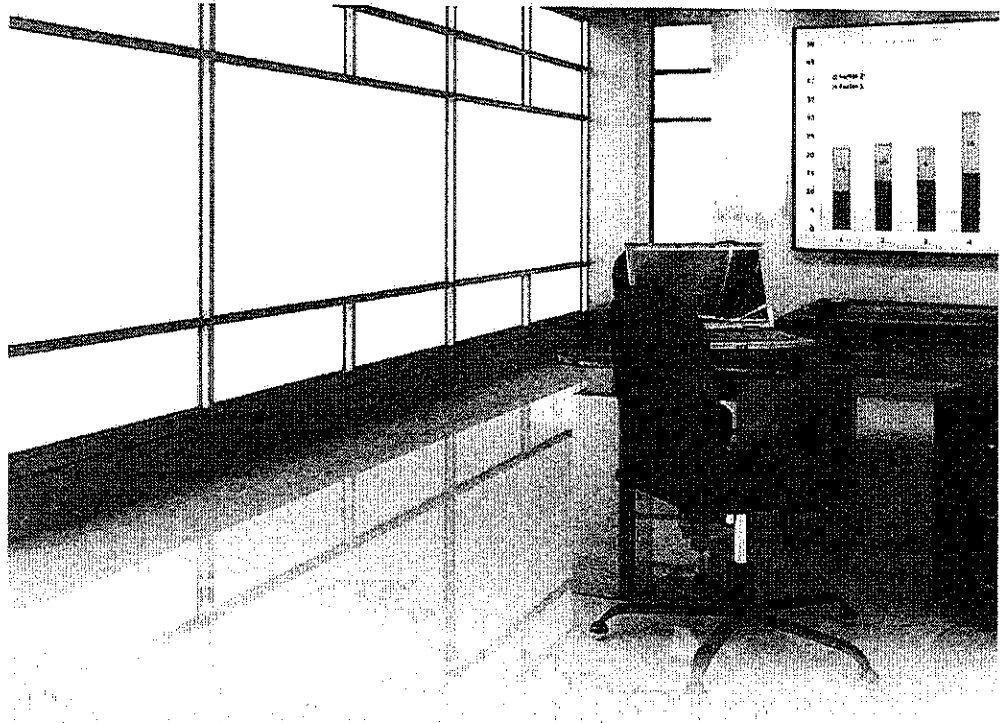
© Carrier Corporation 2015 Cat. no. 18-811-088
Manufacturer reserves the right to discontinue, or change at any time, specifications or designs, without notice and without incurring obligations.

Gemini 38AQC 1125C Split System Air Conditioners and Heat Pumps

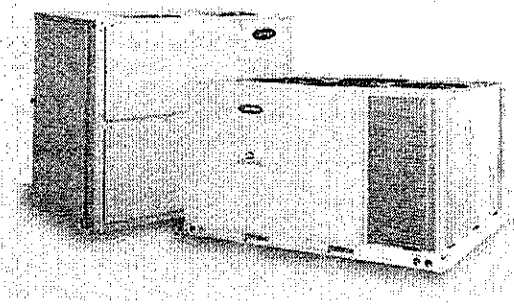
Carrier

United Technologies

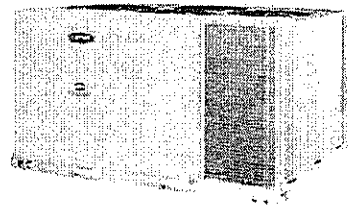
turn to the experts



Gemini



Gemini 38AU/40RU Split System Air Conditioners and Heat Pumps



Gemini

The Gemini 38AU series outdoor units matched with the 40RU series indoor air handlers provide a variety of HVAC application options. Whether it's lowest first cost with the single circuit 38AUZ series, superior part load performance from two stages of cooling with the 38AUD series or year around energy savings with the 38AUQ heat pump series, these units are designed for long dependable operation for rooftop or on-the-ground installation. All Gemini 38AU and 40RU series units use environmentally sound Puron® refrigerant. Together, they create a reliable split system that provides easy solutions to a wide range of commercial HVAC needs.

Constructed for Long Life

The 38AUZ single circuit and 38AUD dual circuit, scroll compressor models are designed and built to last. The outdoor coil construction allows for a more efficient design in a smaller cabinet size providing a reduction in refrigerant charge. Where conditions require, a special coil coating protection option is available. Cabinets are constructed of pre-painted galvanized steel, delivering unparalleled protection from the environment. Inside and outside surfaces are protected to ensure long life, good looks, and reliable operation. Safety controls are used for enhanced system protection and reliability.

Each unit utilizes the Comfort Alert™ diagnostic and troubleshooting control system. This protects the units operation and provides valuable diagnostic information when required.

Efficient Operation

Gemini air-cooled condensing units provide EERs up to 11.5 and IEERs up to 13.2, which meet the ASHRAE 90.1 efficiency levels. This high efficiency helps reduce overall operating cost and energy consumption.

Dependable Performance

The 38AU condensing units offer operating controls and components designed for performance dependability. The high efficiency hermetic scroll compressor is engineered for long life and durability. The compressors include vibration isolation for quiet operation. The high-pressure switch protects the entire refrigeration system from abnormally high operating pressures. A low-pressure switch or loss of charge switch protects the system from loss of charge. These units also include anti-short-cycling protection, which helps to protect the units against compressor failure.

All units include a crankcase heater to eliminate liquid slugging at start-up and the Comfort Alert control system provides:

- System On LED indicator
- Fault LED indicator
- Compressor fault LED indicator
- Phase loss protection
- Phase reversal protection
- Safety pressure indicator
- Anti-short cycle protection

Gemini heat pumps come standard with a precision sized factory installed refrigerant suction line accumulator that is designed to prevent liquid from entering the compressor during low ambient conditions or switching between operations.

Ease of Installation and Service

Certified and pre-engineered factory-installed options (FIOPs) allow units to be installed in less time, reducing installed cost. FIOPs include:

- Low ambient controls which provide cooling operation down to -20°F (29°C) ambient temperatures
- Non-fused disconnect switch
- 115-v GFI (ground fault interrupter) convenience outlet, powered and non-powered available
- Special coil coating coil protection
- Louvered hail guard

Selection Guide

Cooling Performance 38AUZ,D/40RU - AHRI Certified Ratings

System Combination	Cooling Stages	Nominal Cooling Ton Size	Net Cooling Capacity (MBH)	EER	IEER	38AU Unit Dimensions (in) (LxWxH)	38AU Unit Approx. Unit Weight (lbs)
38AUZ07/40RU07	1	6.0	71.0	11.5	12.2	59 x 46 x 42	389
38AUZ08/40RU08	1	7.5	92.0	11.2	11.8	59 x 46 x 42	391
38AUZ(D,E)08/40RU08	2	7.5	92.0	11.2	12.9	59 x 46 x 42	480
38AUZ12/40RU12	1	10.0	117.0	11.2	12.0	59 x 46 x 50	490
38AUD12/40RU12	2	10.0	117.0	11.2	11.6	59 x 46 x 50	516
38AUZ14/40RU14	1	12.5	148.0	11.0	12.0	59 x 46 x 50	520
38AUD14/40RU14	2	12.5	148.0	11.0	12.0	59 x 46 x 50	545
38AUZ16/40RU16	1	15.0	184.0	11.2	13.2	86 x 46 x 50	731
38AUD16/40RU16	2	15.0	184.0	11.2	11.8	86 x 46 x 50	745
38AUZ25/40RU25	1	20.0	240.0	11.0	12.5	86 x 67 x 50	978
38AUD25/40RU25	2	20.0	240.0	11.0	11.2	86 x 67 x 50	988

EER = Energy Efficiency Ratio IEER = Integrated Energy Efficiency Ratio

Heat Pump Cooling Performance 38AUQ/40RUQ - AHRI Certified Ratings — Cool

System Combination	Cooling Stages	Nominal Cooling Ton Size	Net Cooling Capacity (MBH)	EER	IEER	38AUQ Unit Dimensions (in) (LxWxH)	38AUQ Unit Approx. Unit Weight (lbs)
38AUQ07/40RUQ07	1	6.0	70.0	11.0	12.6	59 x 46 x 42	444
38AUQ08/40RUQ08	1	7.5	89.0	11.0	12.0	59 x 46 x 42	483
38AUQ(D,E)08/40RUQ08	2	7.5	88.0	11.0	12.7	59 x 46 x 42	523
38AUQ12/40RUQ12	1	10.0	112.0	11.0	12.0	59 x 46 x 50	575
38AUQ16/40RUQ16	2	15.0	178.0	10.6	11.0	86 x 46 x 50	768
38AUQ25/40RUQ25	2	20.0	222.0	10.7	11.0	86 x 67 x 50	1015

EER = Energy Efficiency Ratio IEER = Integrated Energy Efficiency Ratio

Heat Pump Heating Performance at 47° F (8° C) 38AUQ/40RUQ – AHRI Certified Ratings — Heat

System Combination	Cooling Stages	Nominal Cooling Ton Size	Net Heating Capacity (MBH)	COP
38AUQ07/40RUQ07	1	6.0	66.0	3.3
38AUQ08/40RUQ08	1	7.5	87.0	3.3
38AUQ(D,E)08/40RUQ08	2	7.5	87.0	3.3
38AUQ12/40RUQ12	1	10.0	105.0	3.3
38AUQ16/40RUQ16	2	15.0	176.0	3.4
38AUQ25/40RUQ25	2	20.0	214.0	3.5

COP = Coefficient of Performance

40RU Air Handler Weights and Dimensions

Unit Size	Dimensions (in) (LxWxH)	Approx. Unit Weight (lbs)
40RU*07	49 x 28 x 56	399
40RU*08	49 x 28 x 56	404
40RU*12	49 x 28 x 56	425
40RU*14	89 x 28 x 56	695
40RU*16	89 x 28 x 56	713
40RU*25	89 x 28 x 56	780
40RU*28	101 x 33 x 66	1050
40RU*30	101 x 33 x 66	1062

(*40RUS Chilled Water models also available from 08 to 30, including 10 size model)

Carrier Corporation
Commercial Equipment

Limited Warranty for Commercial Air Conditioning Condensing Unit with Puron® Refrigerant

GENERAL LIMITED WARRANTY STATEMENT – Carrier Corporation warrants this product against failure due to defects in material and workmanship under normal use and service, subject to the conditions, exclusions and time periods set forth herein. Our sole and exclusive obligation shall be limited to repairing or supplying a replacement for the failed part, assembly or portion thereof, which our inspection shall show to be defective, F.O.B. Carrier factory.

PERIOD OF COVERAGE

FIRST YEAR ALL PARTS LIMITED WARRANTY – This limited warranty applies for one year from the date of initial operation or 18 months from the date of shipment, whichever is the first to occur, to all parts and components in the Carrier product identified herein, excepting refrigerant, air filters and filter-driers which are not included in any part of this limited warranty.

MOTOR-COMPRESSOR – This limited warranty applies for four years from the date of the end of the first year all parts limited warranty to the hermetic motor-compressor only in the product identified herein.

NOVATION™ HEAT EXCHANGER TECHNOLOGY CONDENSER COILS – This limited warranty applies for two years from the date of the end of the first year all parts limited warranty to the all aluminum air-cooled condenser coil manufactured with microchannel technology only in the product identified herein

Carrier Corporation

IMPORTANT

This limited warranty does NOT cover:

1. Failure to start due to voltage conditions, blown fuses or other damage due to inadequacy or interruption of electrical service.
2. Filter replacement or cleaning of evaporator coil, condenser coil or heat exchanger.
3. Damage due to freezing of water, inadequate or interrupted water supply, use of corrosive water or rearrangement of plumbing system.
4. Failure resulting from overfiring, use of incorrect fuel, and improper burner or control adjustments.
5. Damage caused by accident, misapplication, abuse, alteration, tampering or servicing.
6. Damage resulting from use of equipment in corrosive atmosphere.
7. Damage due to improper service or lack of proper maintenance.
8. Cost of labor for any adjustments or service calls or cost of labor for diagnosing, repairing, removing, installing, shipping, handling or replacing parts or components that have failed due to defects in materials and workmanship.
9. Damage caused by the product identified herein or any part thereof which has been subjected to misuse, abuse, neglect, accident or alteration.
10. Parts not supplied or not designated by Carrier, or damages resulting from their use.
11. Products installed outside the U.S.A. or its territories and Canada.

THIS EXPRESS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. CARRIER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, COMMERCIAL PROFITS, OR CUSTOMER GOODWILL, AND ANY OTHER CLAIMS BASED ON CONTRACT OR TORT, WHETHER OR NOT ARISING FROM CARRIER'S NEGLIGENCE.

Service or other labor charges not included in this limited warranty may be covered by a service agreement through the seller at time of purchase. Such agreement or contract shall be separate and apart from this factory equipment limited warranty.

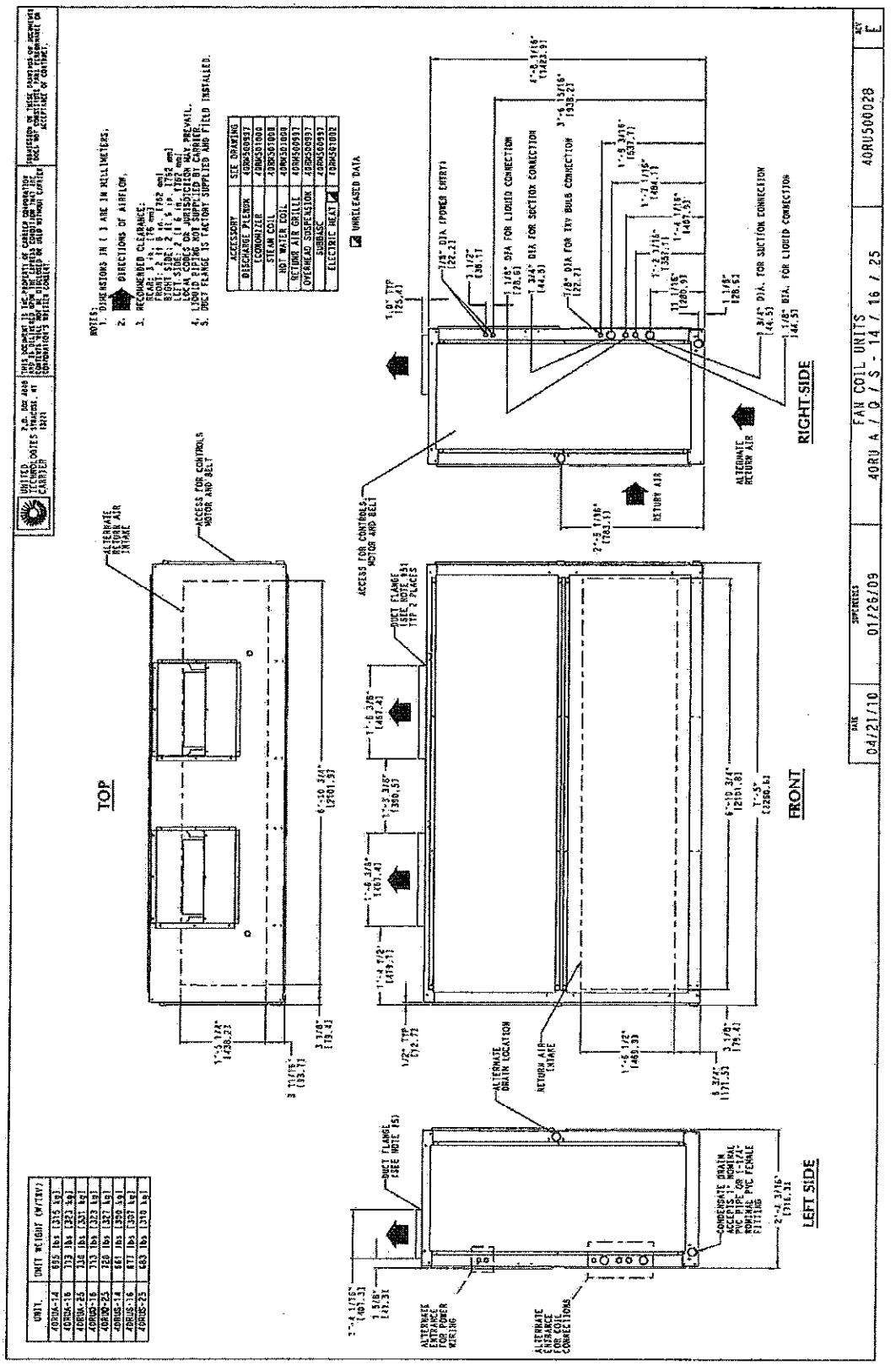
CARRIER CORPORATION • Syracuse, New York 13221

Name of Owner _____ Unit Model _____ Date of Installation _____

Address of Installation _____

Unit Serial No. _____ Installed by _____

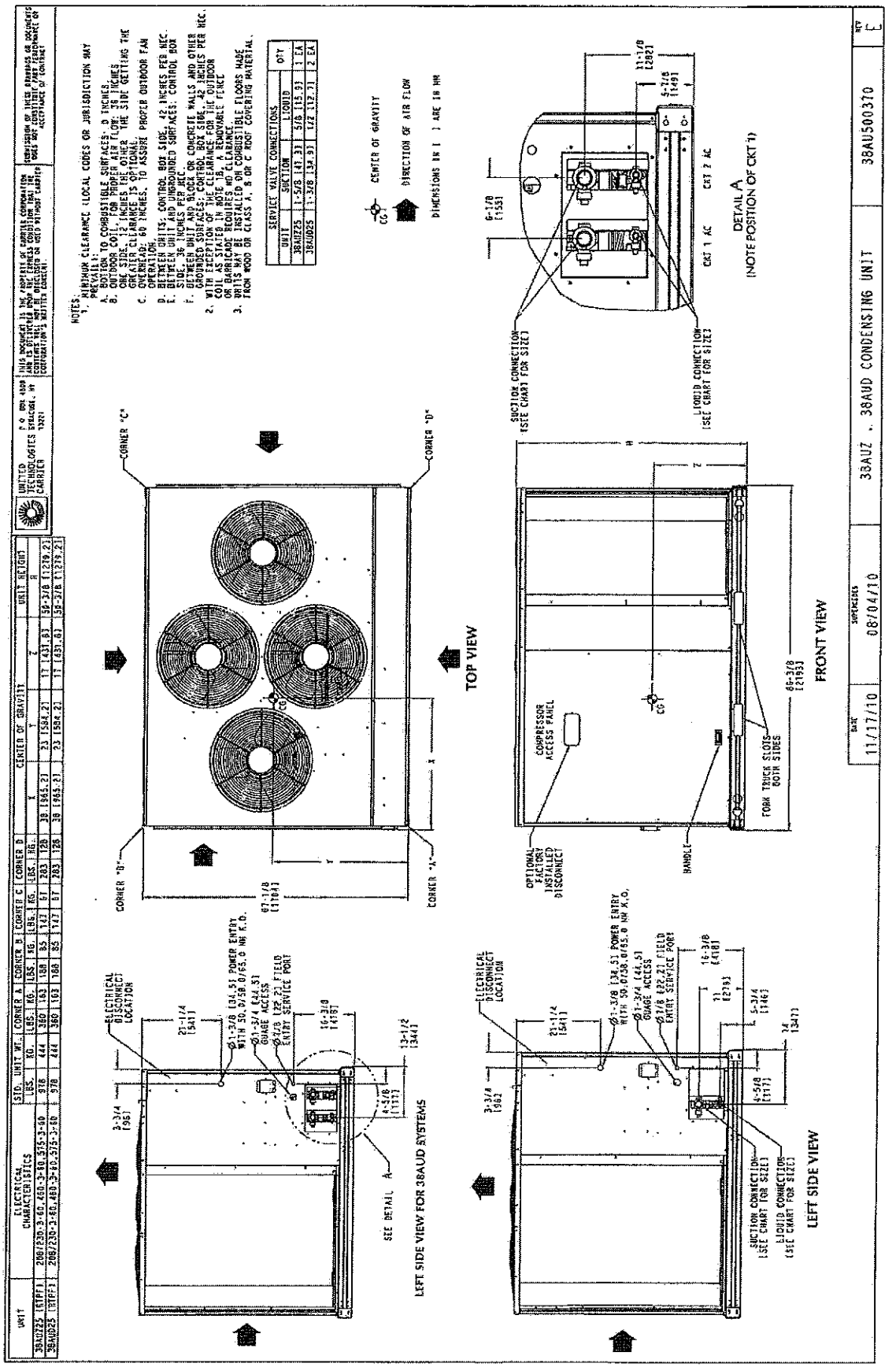
DIMENSIONS (cont.)



C10874

40RU*14 – 25

DIMENSIONS (cont.)

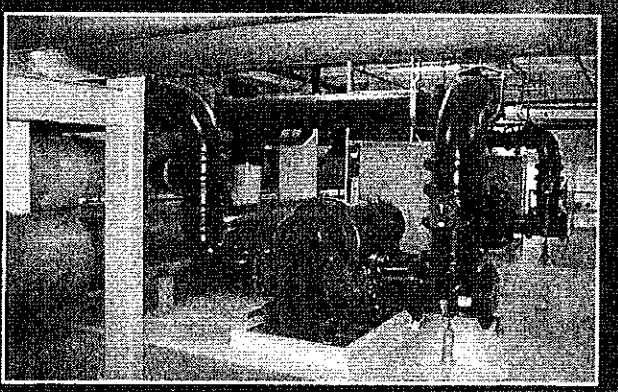


C101140

Air Conditioning Services
& Energy Solutions

Construction

From the design phase to the full construction of a project new or old, Hill York makes sure your life is more comfortable.



Building a comfortably cooled, energy efficient facility is a process. Hill York has this process down to a science. Providing our clients with a single source for all HVAC needs, we ensure peace of mind during an otherwise stressful process. Our design/build team employs Building Information Modeling (BIM) using 3D modeling software for collision checks between the MEP (Mechanical-Electrical-Plumbing) trades and the building structure. This sophisticated system generates, manages and shares building data, allowing Hill York to deliver accurate, efficient and cost-effective results on time, every time.

First, we listen – to your needs, your budget, and your expectations. Then, we design a high quality system which is energy efficient and often costs less than you expected to pay.

The Design/Build Advantage

By following the design/build project approach, Hill York's engineers work with the owner, general contractor and architect right from the start, efficiently evaluating alternative design concepts, materials and construction methods. This allows the team to employ the most cost-effective system to improve the quality, utility and appearance of the building.

Hill York's experienced team of HVAC design engineers are the best in the business. Our designs are tailored to Florida's special needs, including Mechanical Code and high humidity control requirements.

Pre-Construction Team For On-Target Projects

The key to a successful project is a well thought out plan. General contractors and construction managers have pre-construction groups that start early in developing a project. Our team builds the job before it's built. Prefabrication gives us the ability to accelerate the schedule. Hill York's pre-construction team of engineers follows a project with our clients, from concept to completion.

Count on Hill York to complete your project on-spec and on-time with our field construction team minimizing transitions between pre-planning, installation, delivery, and start-up.

From the design phase to the full construction of a project large or small, we're on the scene, working to improve overall cost, comfort, and energy efficiency.

Fort Lauderdale	Miami	West Palm Beach	Melbourne	Sarasota	Tampa
954.525.4200	305.751.9100	561.689.7344	321.752.7184	941.379.4535	813.684.1154

www.hillyork.com

SOLICITATION REQUEST

Department: Utility Department Technical Specialist: Pierre Vignier Extension: #5434

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications: Utility Department requires services of a licensed and insured air conditioning Contractor, to provide turn-key services needed to replace an existing air conditioner at 900 SE Ogden Lane, Port St. Lucie Florida 34983

Technical Specifications Attached: [X] Yes [ ] No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)
Bid Reply, must be in excel and a separate file, no logos, no merge cells, no empty rows, no color or shading
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department NA
Estimated time frame for completion of project after award 10 days
Replacement: [X] Yes [ ] No Budgeted Amount: $45,000.00 If professional services what is the estimated construction cost _____ Any grant funds being used: NA
Liquidated damages amount: $500.00 Advertisement to Master List: NA
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	438	3310	563000	

Suggested Bidders: (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service:
Equipment has significantly exceeded the expected useful life being near a water treatment facilities.

If digging or trenching is required what is the depth? NA
If work is in water, what is the depth? NA Is the water navigable? NA
If this is a building, how many stories? 2

_____ _____
Department Head Approval Date

"A City for All Ages"

CITY OF PORT ST. LUCIE

Replace Air Conditioning System at the Reverse Osmosis Plant

Sealed Electronic Bid #20160023
(E-Bid)

Prepared By: Sherri Hawes, Buyer
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes @ cityofpsl.com

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INVITATION TO BID

Sealed Bid #20160023 to Replace Air Conditioning System at the Reverse Osmosis Plant will be received by the Procurement Management Department of the City of Port St. Lucie (City) no later than 11:00 a.m. on Thursday, February 25, 2016.

A one (1) time only site visit for all bidders will be held at the Utility Systems, Reverse Osmosis Plant located at 900 SE Ogden Lane, Port St Lucie, FL 34983 starting at 2:00 p.m. on February 11, 2016. At this time the evaluation of the HVAC replacement system and requirements, specifications will be explained. No questions regarding the bid will be discussed. Attendance is strongly encouraged to all bidders.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five hundred ($500.00) dollars, made payable to the City of Port St. Lucie. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidder will send the **ORIGNIAL** Bid Bond to the City immediately after the opening date. The original Bid Bond should be received within **five (5) business days** of the opening or the bid may be deemed non-responsive.

The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. Bids uploaded to DemandStar.com after the time specified shall not be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to DemandStar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after February 17, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made. Questions will be answered in the form of an addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-37
- E-Bid Reply Sheet #20160023 pages 12-16 (included in E-Bid Specifications)
- Drug Free Workplace Form
- Vendor Code of Ethics

Sherri Hawes
Buyer

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SPECIFICATIONS
SEALED E-BID # 20160023
REPLACE AIR CONDITIONING SYSTEM AT THE REVERSE OSMOSIS PLANT

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to Replace Air Conditioning System at the Reverse Osmosis Plant.

It is the intent of the City to enter into a lump sum contract and procure the services of one (1) Contractor to supply all of the, permitting, labor, supervision, materials, equipment, machinery, tools, transportation, and other incidentals required for the completion of this project for the City of Port St. Lucie This project has a limited time frame and the work will be performed on a Saturday and Sunday.

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work include a State of Florida HVAC Class A OR B or Certified Mechanical Contractor and is certified in the Energy Management System. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents – The selected Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the selected Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the selected Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s)

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall

guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160023 It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. Three (3) references shall be listed on the E-Bid Reply Sheet/Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance

- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Lump Sum Bid from line 5.4 on the E-Bid Reply Sheet #20160023 that represents the best value to the City

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Bidder received notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the website.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and

number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160023 should be typed or printed and signed. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20160023 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Word Office 2007 Professional. Enter lump sum price on the E-Bid Reply Sheet #20160023 and save.

C. Complete company information on E-Bid Reply Sheet # 20160023

D. Enter total price on E-Bid Reply Sheet # 20160023. Total shall agree with the E-Bid Reply Sheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar, and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet # 20160023 where indicated.

F. Upload and submit the E-Bid Reply Sheet/Questionnaire #20160023, $500.00 Bid Bond (**shall** be received within five (5) business days after the opening or your bid will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet # 20160023. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other

documentation. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by the City Manager, and a purchase order or Visa order form has been issued.

1.9.1 Failure to Execute Contract - Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

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

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

1.12 Permits - The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the

performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: Air Conditioning Change out Fee:
Duct Work Fee:
Electrical Fee:

****All fees will be based on the valuation of the project****

1.13 W-9 Taxpayer Identification Form The selected Bidder shall be required to complete a W-9 provided with the City's contract and return it with the contract and insurance documents.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

1.15 Intent to Perform - The Selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specifications

2. SPECIFIC REQUIREMENTS

2.1 Samples – N/A

2.2 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

2.3 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

2.4 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

2.5 Return of Proposal Guaranty - After the bid has been awarded, Procurement Management Department may, at its discretion return the guaranty deposit. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty may be returned to the respective Bidders whose proposals it accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements - N/A

3.2 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear, and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms. Prior to the start of the meeting.

(balance of page left intentionally blank)

E-Bid Reply Sheet/Questionnaire # 20160023
Replace Air Conditioning System at the Reverse Osmosis Plant

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business? Yes ( ) No ( )

Does firm have a drug-free workplace program? Yes ( ) No ( )
If no, is your company planning to implement such a program? _____

The number of employees in the Treasure Coast Area? _____

Is this firm claiming Local Preference under City ordinance 35.12? Yes ( ) No ( )

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. VENDOR'S LIST - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %
(this amount maybe zero)

5.3 Visa percentage discount amount: $_____ .
(this amount maybe zero)

5.4 Bid Reply Sheet Lump Sum Total: $_____
(include the discount amount of Visa)

5.5 Provide a brochure with photos of air handler and condensers that will be replacing existing unit(s).

5.6 Provide specifications and warranty for air handler and condensers unit(s)

Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amounts listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

The City reserves the right to split this award, if in the City's opinion such a split is beneficial to the City.

6. INSURANCE CERTIFICATES LICENSE - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Include all license that allows them to perform the work. Insert additional lines if necessary.

_____

_____

_____

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? Yes ( ) No ( ) If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

_____

_____

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. List three (3) Air Conditioning System Replacement projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

_____

Project Name:

Description:

Location:

Size of the Building:

Date of Completion:

Prime Contractor or Subcontractor:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Size of the Building:

Date of Completion:

Prime Contractor or Subcontractor:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description :

Location:

Size of the Building:

Date of Completion:

Prime Contractor or Subcontractor:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

16. CERTIFICATION

This bid is submitted by: I (print) _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

Bidder agrees to perform the work on Saturday and Sunday and to complete this project in two (2) days.

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

***** ***(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*** *****

CITY OF PORT SAINT LUCIE
CONTRACT FORM

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida (or the state where they are) Corporation, *address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

City Project Manager:
City of Port St. Lucie
Utility Systems Department
Attn: Pierre Vignier
900 SE Odgen Lane
Port St. Lucie, FL 34983
Telephone: 772-873-5434- Fax: 772-873-6504
Email: pvignier@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
_____
_____
_____
_____
_____
Telephone: _____ Fax: _____
Email:

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160023, all agenda, and are made part of this Contract to Replace Air Conditioning System at the Reverse Osmosis Plant are hereby incorporated by this reference.

Scope of Work: Contractor shall provide turnkey services needed to replace existing Air Conditioning System located at the Utility System, Reverse Osmosis Plant located at 900 SE Ogden Lane, First Floor, Port St. Lucie, FL 34983. Contractor is responsible for all permits, labor and materials needed to complete this project.

Site Security: The water treatment plant is a secure facility. Contractor must contact facilities when arriving and leaving by calling either of these telephone numbers 772-879-3399 or 772-528-2077. Contractor and his/her staff shall have proper company identification upon entering this facility.

- Contractor agrees upon written plan approved by the City to remove and replace with a new air handler and condensers
- To safely replace existing split system air handler and condensers
- Remove air and supply air duct work from existing handler and provide and install new air and supply air duct work to new handler
- To remove old line and replace with a new line set in hallway ceiling and run line into mechanical room and outside to condensers
- To shut down unit and recover refrigerant in system
- Disconnect electrical and controls from existing unit(s)
- Remove electrical and controls from existing condensers outside
- Reconnects liquid and suction lines to new air handler and condenser and install new drier shell and cored
- Install new TXV's with sight glass and solenoid valve
- Insulates line set with two (2") inch thick wall insulation
- Reconnects electrical and controls to air handler and condenser (Controls to be connected by authorized Johnson FX provider)
- Performs leak check and evacuate system
- Recharges unit and check operation
- Performs start up and record readings and provides the Project Manager with start-up information.

The current Air Cooled Condensing Unit to be removed:
Model # Carrier 38AUZA25A0B6-0A0A0
System Capacity: 20 Tons
Condenser: 11,000 DVM
Electrical 460V RLA 48.1: 3 Phase
Compressor: Semi-Hermetic
Single circuit dual compressor

The current Air Handling Unit to be removed:
Model: Carrier 40RUAA25A5A6-0A0A0
Coil Data: 167.8 Total MBH: 167.8 Sensible MBH: 55 Heat MBH
CRM: 8,000
HP: 5.0

Drive: Belt
Electrical: 460V: 3 Phase

Contractor shall provide temporary air conditioning needs prior to the project as the areas that need temporary air for the weekend will be the control room and the phone call center. A layout is provided as Attachment A.

If system is not functional by the designated time, the Contractor shall provide additional temporary air conditioning to all offices on the first floor of the building and shall be cooled to normal operating temperature of 73° until the systems is up and operating in Attachment A.

Contractor is responsible for cleaning up of the job site and removal of old equipment and all dunnage.

SECTION III
TIME OF PERFORMANCE

Contract period shall begin _____ and terminate on_____ unless otherwise extended by written agreement or change order. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the contract specifications has not been completed the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

Hours of Service - The City will determine the start of the work day with the project being performed within one weekend, two (2) days being Saturday and Sunday. The system shall be functional Sunday evening and building shall be cooled to normal operating temperature of 73° by Monday 7:00 am. Preparatory work may be permitted during normal working hours.

SECTION IV
RENEWAL OPTION

"Not Applicable"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is for the Lump sum amount $_____, plus a one-time ten dollar ($10.00) payment for indemnification as provided in Section VIII herein.

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

An Invoice for services shall be submitted upon completion of the project, and payment shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order or Visa Order number and Contract number. All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VI
WORK CHANGES

"Non -Applicable"

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons

employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form

basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160023 – Replace Air Conditioning System at the Reverse Osmosis Plant Project shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds – N/A

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required

for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed

immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement **Repair or Replacement** - Should any defect appear during the warranty period, the Contractor(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City

in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image - The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Florida Produced Lumber – N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVI
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets - Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - C must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XVII
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City five hundred ($500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(balance of this page is left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

_____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

VENDOR CODE OF ETHICS

"A City for All Ages"

E-BID #20160023
Replace Existing Air Conditioning System at the R/O Plant

The City of Port St Lucie ("City), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
E-BID #20160023
REPLACE EXISTING AIR CONDITIONING SYSTEM AT THE R/O PLANT

Name of Bidder:_____

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid 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.

_____ E-Bid Reply Sheet #20160023 with proper signatures upload to DemandStar

_____ 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

_____ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.

_____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.

_____ Drug-Free Workplace Form uploaded to DemandStar

_____ Required forms: Vendor Code of Ethics
All forms are to be uploaded to DemandStar

_____ Required W-9 as per Section 1.13 uploaded to DemandStar

_____ Copy of the Checklist uploaded to DemandStar

_____ Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____ All pricing has been mathematically reviewed and all corrections have been initialed

_____ All price extensions and totals have been thoroughly checked

_____ Brochure and Equipment Specifications

_____ Manufacturer Warranties

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

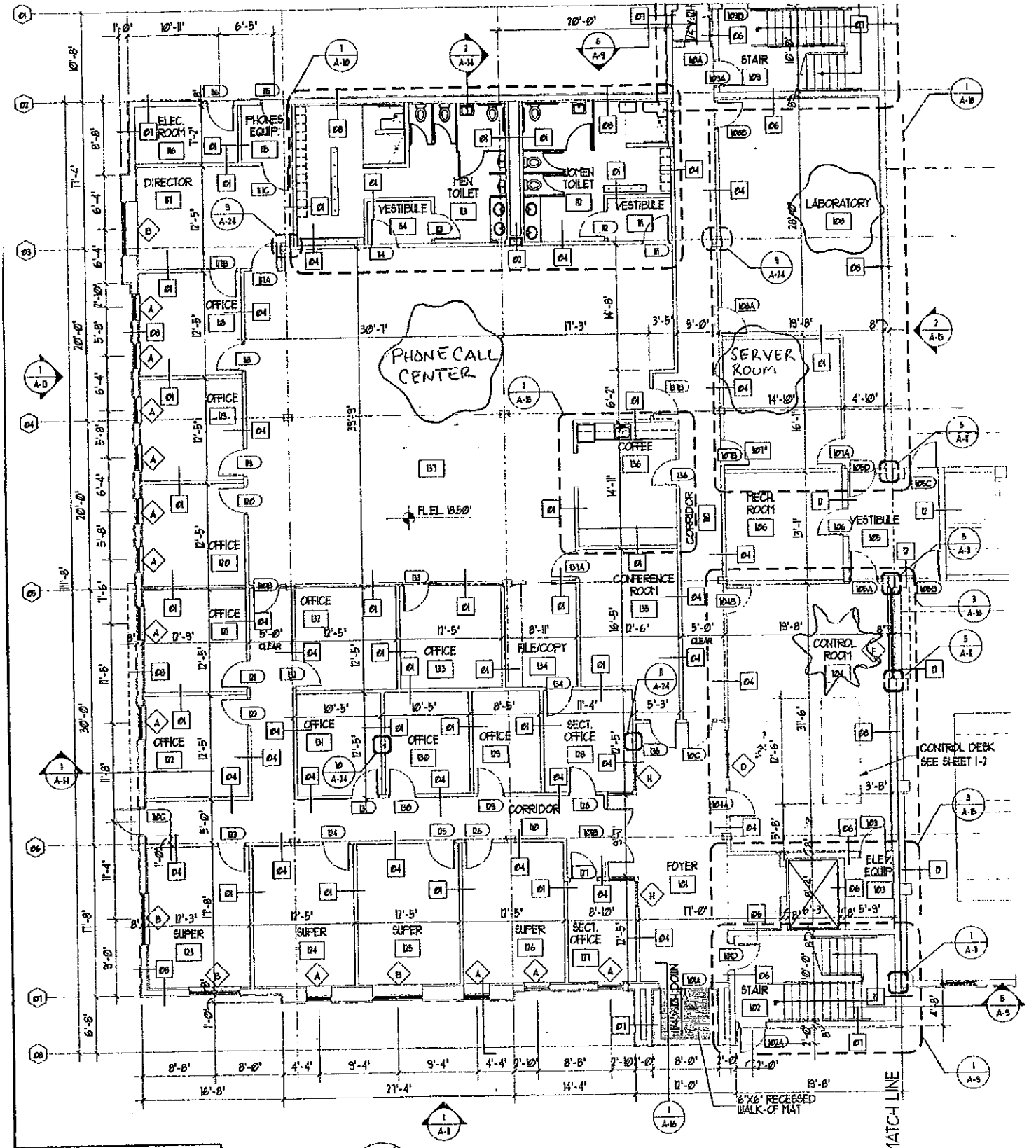
Floor Plan layout for first Floor

City of Port St. Lucie

Replace Air Conditioning System at the Reverse Osmosis Plant

(1 pages follows as a separate attachment)

(balance of page left intentionally blank)



GROUND FLOOR PLAN / PARTIAL OFFICE

1/8"=1'-0"

E-Bid # 20160023 Attachment A

Page 1 of 1

THE CITY OF PORT ST. LUCIE

PRINEVILLE REVERSE OSMOSIS

BID ADDENDUM # 1
BID # 20160023
Addendum Date: 2/17/2016

Bid Name: Replace Air Conditioning System at the Reverse Osmosis Plant

Please see the questions and answer subject to the bid:

The date for the Vendors who would like for their Electrician to visit the site will be held on Tuesday, February 23, 2016 @ 10:00 am

The Bid Opening Date has been changed to **Tuesday, March 8, 2016 @ 11:00 am**

NOTE: The bid opening date has changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 2
BID # 20160023
Addendum Date: 2/22/2016

Bid Name: Replace Air Conditioning System at the Reverse Osmosis Plant

Please see the questions and answer subject to the bid:

1) Page 18 of the bid documents indicates the existing system as being of 20-ton capacity with single circuit and two compressors. During our inspection it was observed that existing system is of dual circuit air handler with dual condensers configuration. Is the expectation that the new system will be a single circuit condenser/air handler configuration with two compressors in the condenser?

   Answer: After looking at the energy management program we should have 1 air handler with 2 circuits and 2 condenser units that make the AHRI standards. It will be the contractor's responsibility to make sure that the building dept. will approve it. Then, we might not have to do that much electrical.

2) If the system is to be of single circuit configuration is the expectation that the existing two 50-amp condenser breakers will be removed and replaced with a breaker large enough to support the new single condenser? Is it also expected that the contractor will provide a new stainless steel disconnect to serve the new condenser?

   Answer: No, the city would like to put the system back the way it is with 2 condensers, 1 air handler with 2 freon circuits. The contractor will be responsible for all permits for breakers, wire changing for the job

3) The scope of work details the usage of a single liquid line dryer shell with a removable core. Is it expected that the contractor will install refrigerant isolation valves upstream/downstream of the shell to allow for ease of core replacement? Is it expected that the contractor will return several weeks after start up procedures have been completed to replace the dryer core?

   Answer: Yes, the city would probably if going with the 2 circuits do the dryers like you say and have the contractor come back and check it if necessary to the manufacturers specifications.

4) Is the contractor responsible for removal and disposal of existing equipment and refrigerant piping? Or are we to remove and turn over to the City for disposal?

   Answer: No, the contractor is responsible for checking the existing copper and making sure it is the right size to be used. The city would like to use the existing copper because it is not even 10 years old. The contractor is responsible for flushing the lines, using dry nitrogen on the refrigerant lines and vacuum pumps to the manufacturer's specifications.

5) Will the City require the contractor to recover the existing R-22 refrigerant from the system and turn over for re-use? If that is the case is contractor to provide recovery cylinders or will the City provide clean cylinders?

Answer: No, the contractor is responsible for reclaiming disposal of the refrigerant per the EPA standards.

6) The scope of work describes that the contractor is to fabricate and install new ductwork off sets to accommodate the new air handler unit. Are those offsets to be constructed of single wall sheet metal with internal insulation liner?

Answer: Yes, ductwork will be at a minimal to re attached on the new air handler making it clean looking ductwork and sealed correctly.

7) Will the City provide for a provision for Local Preference for this agreement?

Answer: **Sec. 35.12. - Local preference in purchasing or contracting.**

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

(a)

"Local Business" defined:

"Local business." For the purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1)

Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

(2)

Holds any business tax receipt required by the City of Port St. Lucie (City).

(b)

Certification. Any vendor claiming to be a local business as defined by subsection 35.12(a) above, shall so certify in writing to the City of Port St. Lucie's Office of Management and Budget (OMB). The certification shall provide all necessary information to meet the requirements of subsection 35.12(a) above. OMB shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(c)

"Non-local business" means a bidder which is not a local business.

(d)

Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support

of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, the city will give preference to local businesses in the following manner:

Competitive bid (local price match option). When a qualified and responsive, non-local business submits the lowest best value bid, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest best value bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest best value non-local bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, OMB shall determine if the lowest local bidder meets the requirements of Section 287.087, Florida Statutes, (drug-free workplace). If the lowest local bidder meets the requirements of Section 287.087, Florida Statutes, OMB shall invite the lowest local bidder in writing to submit a matching offer to OMB which shall be submitted in writing to OMB within three (3) business days thereafter. If the lowest local bidder submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously, the next lowest fully qualified local bidder will be given the opportunity to match if they are within five percent (5%). This cycle shall be repeated until there are no remaining local bidders within five percent (5%), then award shall be made to the non-local bidder. If the lowest local bidder does not respond, declines or is unable to match the lowest non-local price(s), then award will be made to the lowest overall best value bidder. If the lowest local bidder does not meet the requirement of Section 287.087, Florida Statutes, and the lowest non-local bidder does, the lowest local bidder will be disqualified and the next lowest local bidder will be considered if they are within five percent (5%); award will be made to the bidder that meets the requirements of the referenced state law. In the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the city council.

(e)

Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total score of the local business.

(f)

Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

(g)

Waiver of the application of local preference. The application of local preference to a particular purchase or contract for which the city council is the awarding authority may be waived upon approval of the city council.

(h)

Comparison of qualifications. The preferences established herein in no way prohibit the right of OMB to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids when submitting recommendations for award to the city council. Further, the preferences established herein in no way prohibit the right of the city council from giving any further preference permitted by law instead of the preferences granted herein.

(i)

Purview and administration of this policy. OMB shall be responsible for developing, implementing and maintaining administrative procedures in support of this policy.

(j)

Limitations.

(1)

The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.

(2)

The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3)

The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.

(4)

The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

(5)

The provisions of this section shall not be applied to any procurement where the local nature of a business has been addressed through the scoring criteria.

(k)

Incorporation into City of Port St. Lucie Purchasing Manual. Upon adoption, the provisions of the local preference policy and procedures shall be incorporated into the City of Port St. Lucie Purchasing Manual.

8) Will the City allow for a second visit to allow our electrical subcontractor to inspect the panels etc.?

Answer: Yes, we should have a second visit and double check line size the electric. This was answered in Addendum #1 and will be on February 23, 2016 @ 10:01 am

9) The work schedule as detailed in the bid documents suggest that the project work is to be completed in one weekend. Will the City allow the contractor to work during the week or during several weekends to complete the work that will not require shut down of the existing systems, i.e. install new refrigerant piping in hallway, set-up of temporary cooling etc?

Answer: Since we are not running new copper the old copper size is 1 3/8 suction, 5/8 liquid line. The contractor needs to verify to make sure.

10) Does the City have a preference of equipment manufacturers for this installation?

Answer: We will accept Trane, Carrier, York or equivalent equipment.

11) What length of warranty is expected for the new equipment? One-year all parts and five-year compressor? Or one year all parts?

Answer: 5 year all parts and 1 year labor.

12) Is there an expectation that the new condensing unit will be provided with a manufacturers applied protective coating? Or will an aftermarket coating be acceptable?

Answer: The city would prefer the manufacturer coating on the outside condenser and cooling coil and the evaporator coil in the air handler.

13) Is the expectation that the existing system smoke detectors will remain in place and be reused for this installation?

Answer: Yes, but there will have to be a smoke test.

14) Would the city prefer single refrigerant circuit or dual refrigerant circuit?

Answer: Dual Circuit

15) What is the breaker and wire size serving the AHU/Heater?

Answer: There is an electrician schedule site visit for Tuesday, February 23, 2016 @ 11:00 am

The City would like the condenser unit to have low ambient controls in cool weather to prevent the unit from freezing up.

The Bid Opening Date has been changed to **Tuesday, March 8, 2016 @ 11:00 am**

NOTE: The bid opening date has changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 3
BID # 20160023
Addendum Date: 3/4/2016

Bid Name: Replace Air Conditioning System at the Reverse Osmosis Plant

Please see the questions and answer subject to the bid:

The City will need an Engineer letter to state the equipment is to meet or exceed the AHRI Standards.

The new system that is to be installed should be installed as the previous equipment is currently at this location.

The cement slab will also need to be replaced and meet the Building Code of three and half (3 ½") inches above grade.

The Bid Opening Date has been changed to **Tuesday, March 8, 2016 @ 11:00 am**

NOTE: The bid opening date has changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID OPENING ATTENDANCE
SEALED BID-201600023-SH
REPLACE AIR CONDITIONING SYSTEM AT THE REVERSE OSMOSIS Plant
~~February 25~~, 2016 @ 11:00 a.m.
March 8

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Sherri Hawes	CITY PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.	Vickie Smith	City PMD		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE. Asst. City Manager-City Engineer
Jesus A. Merejo, Utility Systems Director
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Buyer

Agenda Item: Motion: #20160107, Emergency purchase of a Conveyor for the Bio-Solids Cake Pump System

Submittal Date: 3/30/2016

STRATEGIC PLAN LINK: Mission Principle A – Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The Glades Wastewater Treatment Facility (WWTF), includes on-site systems for dewatering and conveyance of municipal bio-solids (sludge) cake. The existing conveyance system has experienced multiple reliability problems during the past few years. The failure of any single Conveyor will halt the entire conveyance system for extended periods, until repairs are made. In the interest of protecting public property and the continued maintenance of public health and safety, it is recommended that the Glades WWTF bio-solids cake conveyance system be upgraded. Because of the systems unreliability, the Utility has been working to design a new system based on pumping the bio-solids to replace the most problematic of the Conveyors. Currently, the conveyance system has recently suffered another breakdown and is out of service. The Cake Pump System was approved at the Council Meeting on February 8, 2016 and the Knife Gate Valves were approved at the Council Meeting on March 14, 2016, the Conveyor is the final component of the pump system in order for the system to run successfully.

ANALYSIS: The Glades WWTF is a critical component of the wastewater system and must remain operational. Therefore, if repairs are not started immediately the Utility Systems Department may be required to utilize the services of an outside contractor to process the bio-solids. The cost for this service is approximately

$20,000 a week. Two companies MTS Environmental- Spirac and Keller-Angelillis Design and Manufacturing, Inc. were contacted regarding the emergency purchase of the Conveyor. MTS Environmental- Spirac's quote is $41,242.00. There is a twelve (12) to sixteen (16) week lead time for the Conveyor, time is of the essence therefore, there is an immediate need for this purchase. The City will save not only time by purchasing the Conveyor directly but also benefit from sales tax abatement.

FINANCIAL INFORMATION: Funds are available in the Renewal and Replacement Fund, Glades WWTF, Improvements O/T Buildings

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, circumstances require immediate requisition, Chapter 35.03 (D) approve #20160107 for the purchase of the Conveyor for the Bio-Solid Cake Pump System from MTS Environmental- Spirac in the amount of $41,242.00

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: Glades WWTF

ATTACHMENTS: Proposal and Location Map

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

MAR 3 1 2016

CITY MANAGER'S OFFICE

Vendor Backup Information
MTS Environmental – Spirac Conveyor

SPIRAC®
Solid Handling Solutions

Feb 24, 2016

To: Port St. Lucie Utility Systems Department
Port St Lucie, FL

Ref.: Glades WWTF Biosolids Pumping System Upgrade
SPIRAC Proposal 16-1020
Shaftless Screw Conveyor

Gentlemen:

SPIRAC (USA) INC. is pleased to provide its proposal for the above referenced project. SPIRAC® invented the modern shaftless screw conveyor 35 years ago, has hundreds of similar US installations, is a named supplier and does not take exceptions.

We believe you will find the remainder of our Proposal to be complete and self-explanatory. Please review the proposal in detail. In the event that you have questions regarding our Proposal or scope of supply, please contact our Representative:

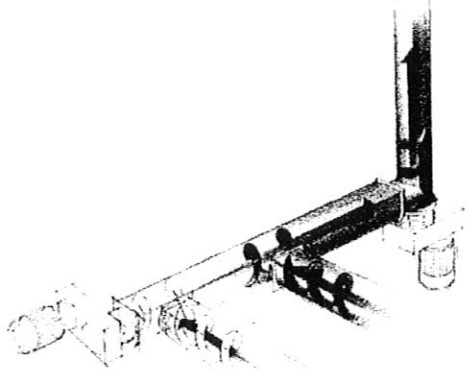
MTS Environmental
John McLaughlin
Office: (904) 273-8600

We appreciate the opportunity to submit our Proposal for your review and consideration, look forward to your favorable reply, and another excellent SPIRAC® installation.

Best regards,
SPIRAC (USA) INC.

Jill McCusker
Sales Manager

CC: MTS; JM
Enclosure:



SPIRAC (USA) INC
75 Jackson Street, Suite 300
Newnan, Georgia 30263 USA
Tel: 770-632-9833
Fax: 770-632-9838
Email: sales@spirac.com

www.spirac.com

Proposed Scope of Supply (Shaftless screw conveyors)

Item # 1 - CNV 01

One (1) SPIRAC® Conveyor Type U320-SPX/SS as follows:

Q max = 405 ft3/hr
Total Length 31ft mounted at a 10 degree incline (typically delivered in sections for field assembly and spiral welding by others).
U-Trough: 11ga - 316SS
Trough Lids: 12ga - 316SS (Bolted / 5ft max with neoprene gasketing)
Trough Liners: SPX DURAFLO® nom 1/2 in thick UHMWPE, maximum 4ft lengths
Inlets/Outlets:
One (1) axial flanged inlet
One (1) rectangular flanged outlet connecting to Pump
Spiral:
AB280/330 60x25/40x15 High Tensile Micro Alloy Steel (HTMAS), typically shipped in sections for welding to final length by others.
Drive End:
SEW parallel shaft gearbox with SS end cap and hollowshaft mounting or equivalent
5HP, 460v/3/60 SEW IEC frame high efficiency motor
4140CRS driveshaft, bell housing with pressure greased packing gland
Electrical components:
One (1) Emergency stop switch c/w cable, mounting hardware, 120VAC NEMA 4
One (1) Loss of rotation (LOR) sensor model MSP-12 + MFA-4P alarm/control panel NEMA 4 enclosure 120vac
Accessories:
One (1) Outlet chute with inspection door
Conveyor support legs with feet (anchor bolts not included)

SCHEDULE - Based upon prevailing conditions, we estimate the following schedule following our receipt and acknowledgement of an acceptable Purchase Order:

• Submittal of Approval Drawings	4-6 weeks after order and all pertinent dimensional information required to complete the drawings.
• Submittal of O&M Manuals	4 weeks after submittal approval
• Deliver to jobsite	12-16 weeks after submittal approval dependent on factory schedule and project requirements.

Special Note Regarding Schedules –The schedule presented above commences when SPIRAC® receives requested information, as may be required to prepare its documentation for approval prior to manufacturing. The Buyer is advised that delays in providing any such requested information to SPIRAC® may cause disruption of the above schedule.

SERVICES

The price presented elsewhere in this Proposal includes services for one (1) day in one (1) trip by an authorized Representative of SPIRAC® to site, to inspect the equipment following installation by others, to checkout the installation and certify that the equipment is ready to operate, to train the Owner's personnel in the operation and maintenance of the equipment and to observe the initial operation of the equipment.

Unless otherwise agreed by the parties in advance in writing, all service at site provided by SPIRAC® shall be furnished from Monday – Friday during normal daylight working hours; except on legal holidays. No service will be furnished until SPIRAC® has been paid that percentage of the full selling price due upon delivery of the equipment at site.

COMMENTS AND SPIRAC® EXCLUSIONS TO SCOPE OF SUPPLY

1) Off-loading and handling at the delivery location.
2) Construction and /or installation work of any kind at the jobsite.
3) SPIRAC® shall provide lubricants for initial operation. Any additional lubricant will be by others
4) Site/field painting or touch up.
5) Conveyor support nearest the drive end must be located within four (4) feet max of the drive unit.
6) Sludge product sensor shown on drawing 6 of 17 is not included with this proposal and pricing.
7) Controls including panels, PLCs, or VFDs not specifically listed above.
8) Anchor Bolts by others.
9) Stainless steel weather hood, wall enclosure, Interconnecting piping or electrical wiring, etc. as may be required to connect the proposed equipment to the plant system.
10) Insulation or weather proofing.
11) Union labor for all field support services.
12) Video taping of the SPIRAC® training sessions.
13) Performance Bond(s) or sales taxes.
14) Anything not specifically stated in this Proposal.

TAXES

The price presented below in this Agreement **exclude** sales, and / or use taxes of any kind as may be applicable to this transaction. Any such taxes or governmental assessments of any kind shall be for the Buyer's account unless otherwise agreed.

FREIGHT & HANDLING

1. The price presented below in this Agreement is F.O.B. jobsite, with full freight allowed.
2. In the event that the Buyer can not receive partial shipments or crates less than a full truck load (LTL) from a covered van and if Buyer requires that all SPIRAC® deliveries at site shall be by open flatbed truck, the Buyer shall pay any excess costs necessitated by this requirement, if any, at Seller's actual cost.
3. The conveyors will be shipped to site assembled to the extent practical for shipping. For individual conveyors longer than twenty (20) feet, the conveyor will be delivered in maximum twenty (20) foot long sections pieces; trough sections will need to be bolted together; spiral pieces will need to be aligned and welded together at the site per instructions to be furnished by SPIRAC®. The Buyer will be responsible for these activities at the jobsite.

PRICES AND PAYMENT

A. Net price Items # 1 – 1..... $41,242.00

B. Terms of Payment

1. Ninety percent (90%) of the full purchase price on shipment or offer to ship the goods; whichever date occurs first. Five percent (5%) upon completion of O&M Manuals. Balance payable upon beneficial occupancy or final acceptance, whichever comes first.
2. Unless otherwise agreed by the parties, in the event that installation of the goods and start-up are delayed more than three (3) months after the goods were first delivered to the location designated by the Buyer, and provided that the delay was through no fault of SPIRAC®, SPIRAC® shall be entitled to invoice and be paid in full for any outstanding retainage.
3. All invoices shall be payable without discounts net 30 days or within 5 days after Buyer receives payment from the Owner, whichever date occurs first. Non-payment or delayed payment by the end-user shall not be grounds for delayed payment by the Buyer of any amount when due under this Agreement.
4. Any site work performed by the Buyer in excess of this scope that shall impact the final payment terms or amount in any way must be agreed by an officer of SPIRAC® in advance of final payment by way of a Change Order.
5. In the event that the Buyer delays shipment of the goods after its receipt of notice that the goods are ready for shipment, SPIRAC® shall be entitled to invoice the Buyer the amount indicated in B.1 above. In the event that the Buyer delays shipment for more than thirty (30) days, SPIRAC® shall be entitled to invoice Buyer for SPIRAC® costs associated with storage of the goods. PRICES AND PAYMENT

TERMS & CONDITIONS

This Proposal is based upon and the parties agree that SPIRAC® Terms & Conditions of Sale

(attached) are applicable to this transaction.

WARRANTY

Except as noted below, SPIRAC (USA) INC. warrants the goods offered for sale in this Proposal to be free from defects in materials and workmanship for a period of twelve (12) months from the date of final acceptance of the equipment or eighteen months from shipment, which shall come first. Except for the term and details above, the standard SPIRAC® warranty applies, as stated in the enclosed Terms & Conditions of Sale.

FORCE MAJEURE

SPIRAC (USA) INC. is not liable for delays due to strikes, weather, fire, national holidays, acts of God, governmental action, embargo or any force majeure. In the event of any such occurrence, SPIRAC® will provide prompt notification of its commencement and termination.

PROPOSAL VALIDITY

Unless otherwise agreed, this Proposal is valid for written acceptance by the Buyer by no later than May 31, 2016 In order for this Proposal to remain valid after that date, SPIRAC® shall have the right to modify or rescind its Proposal, as it considers necessary.

On behalf of SPIRAC (USA) INC

Jill Mc Cusker

Jill McCusker
Sales Manager

SPIRAC (USA) INC ("SPIRAC®")
GENERAL TERMS AND CONDITIONS OF SALE

1) APPLICABILITY

a) The terms and conditions set forth below apply to all offers, sales and deliveries by SPIRAC USA Inc. (hereafter "SPIRAC®"). Any terms and conditions which have not been expressly accepted in writing by SPIRAC® shall not be binding, even if SPIRAC® has not expressly rejected such terms and conditions.

2) SCOPE OF CONTRACT

a) The written sales confirmation of SPIRAC® will be deemed conclusive in determining the provisions of the contract between SPIRAC® and the Purchaser. If, however, SPIRAC® submits an offer which is valid for a specified period of time, and the offer is accepted by the Purchaser within the time and in the manner specified by SPIRAC®, the offer will be deemed conclusive in determining the provisions of the contract between SPIRAC® and the Purchaser. No inconsistent or additional provisions, collateral agreements or amendments shall be effective unless accepted in writing by SPIRAC®.
b) SPIRAC® reserves the right to make changes in design and construction of the goods to be supplied. The Purchaser shall accept the goods with such changes, unless the changes are of such nature as to alter the essential characteristics of the goods. SPIRAC® shall advise Purchaser prior to making any changes.

3) PRICE, PAYMENT AND DEFAULT

a) All quoted prices are for delivery ex-SPIRAC® shipping point, including loading, but excluding taxes, packing and other special fees, unless specifically noted otherwise.
b) Payment of the full purchase price shall be made by the Purchaser in cash, without any deductions, in strict accordance with the payment terms specified elsewhere in this contract. Following shipment of the goods to the Purchaser, all invoices submitted by SPIRAC® shall be payable net thirty (30) days. If any payment to SPIRAC® is not made when due, a late charge shall be paid by the Purchaser from the due date until the date of actual collection by SPIRAC®, at the rate of one and one-half percent (1-1/2%) per month or
the maximum permitted by law in the state where the contract is performed, whichever is less.
c) In any instance where a portion of the full purchase price is withheld pending final acceptance of the equipment, such retainage shall be as agreed in writing in advance by SPIRAC® and the Purchaser. SPIRAC® shall have the express right to request for immediate payment the release of any such retainage if acceptance tests have not commenced within ninety (90) days after the equipment was first delivered to site, providing that SPIRAC® was not the sole cause of this delay.
d) The Purchaser acknowledges that upon an event of Purchaser's default, SPIRAC® may, without notice, declare all outstanding amounts owed by the Purchaser under the contract to be immediately due and payable, irrespective of the terms of sale. The happening of any one or more of the following events shall constitute an event of default: (1) default in the payment to SPIRAC® of any money due under the contract; (2) default in the performance of any other obligation of the Purchaser to SPIRAC®; (3) the filing of any petition or the commencement of proceedings by or against the Purchaser for relief, or the entry of any order of relief, under any bankruptcy or insolvency law, or any law relating to debtors, readjustment of indebtedness, reorganization, composition or extension; (4) the appointment of a trustee or receiver or other officer having similar powers for the Purchaser, (5) the suspension of the transaction of the business of the Purchaser, or (6) the issuance or filing of any levy, attachment, garnishment or lien against property or assets of the Purchaser, which is not bonded or vacated within ten (10) days thereof. SPIRAC® may, in addition, upon an "event of default", cancel the contract or any part thereof, as well as any and all other contracts with the Purchaser (the Purchaser remaining liable for damages), may defer delivery under any contract and may sell all or any part of any undelivered goods, without notice, at public or private sale, holding the Purchaser liable for the costs and expenses associated with such sale (including attorney's fees) and for any difference between the agreed purchase price of such goods and the amount realized from the sale thereof. SPIRAC® having the right to become the buyer of such goods at any such sale. The exercise of one right or remedy shall not be deemed to be an election and shall not preclude SPIRAC® from exercising any or all other rights or remedies available to it under the contract, at law, or in equity, shall not be deemed to be a waiver of any such right or remedy.

4) DELIVERY

a) Delivery will not be made prior to issuance by SPIRAC® of a sales confirmation and receipt by SPIRAC® of the documents, permits, and data that are required by SPIRAC®, by contract or law to be made available by Purchaser to SPIRAC®, nor before actual collection by SPIRAC® of any agreed down payment. Delivery shall be deemed to occur at the time the goods have arrived at the delivery address stipulated in the Contract. SPIRAC®'s obligation to deliver the goods on time is conditioned upon fulfillment by the Purchaser of all of the Purchaser's contractual obligations.
b) Delivery shall be reasonably extended in case of any delay caused by an event, natural or otherwise, beyond the control of SPIRAC®, including but not limited to war, flood, acts of God, labor disputes, strikes, and lockouts. SPIRAC® will notify the Purchaser as soon as practicable about the commencement and termination of such delays.
c) In the event that the Purchaser sustains damages because of a delay for which SPIRAC® is solely responsible, the liability of SPIRAC® for such damages shall be limited to a maximum of 0.5% of the purchase price for every full week of delay but in no event shall exceed the monetary value of such damages actually incurred by the Purchaser. If a delay occurs which involves only a portion of the scope of supply then the aforementioned liability shall be pro-rated accordingly. In the event SPIRAC® causes a delay to the Purchaser for which liquidated damages are assessed against Purchaser, but where SPIRAC® is not solely responsible for the overall delay, the extent of SPIRAC®'s specific liability for the delay caused by it shall be determined in a reasonable and equitable manner, and Purchaser and SPIRAC® shall mutually agree in good faith on the exact amount of SPIRAC®'s responsibility. Purchaser may otherwise apportion its liquidated damages among any other parties that Purchaser reasonably determines have contributed to the delay.
d) In case delivery is postponed at the request of the Purchaser, the Purchaser, beginning 30 days after notification is sent by SPIRAC® that the goods are ready for shipment, shall pay the expenses accruing as a result of storage.

5) RISKS OF LOSS AND ACCEPTANCE

a) The risk of loss passes to the Purchaser upon delivery of the goods, irrespective of whether SPIRAC® is required to render additional services under the contract. In the event of a delay in shipment for which the Purchaser is responsible, the risk of loss passes to the Purchaser as of the date the goods are ready for shipment. The Purchaser is required to accept goods with minor damage, subject to its rights pursuant to Article 6. The Purchaser shall receive, sign for, unload and inspect the goods upon delivery, and shall within 10 days give written notice to SPIRAC® of any claim that the goods do not conform or are otherwise unacceptable. Any attempted notice of revocation of acceptance by the Purchaser, to be effective, shall be in writing and made within 10 days after Purchaser discovers or should have discovered the ground for the revocation. Partial shipments shall be permitted and shall be accepted by the Purchaser.

6) SECURITY AGREEMENT, ASSIGNMENT AND DEFAULT

a) Until all amounts owed to SPIRAC® pursuant to the Contract are collected in full by SPIRAC®, SPIRAC® retains security title to the goods supplied and the Purchaser grants to SPIRAC® a purchase money security interest under the Uniform Commercial Code in and lien upon such goods, as well as all attachments and accessions thereto, all as security for the payment of all such amounts and the performance by the Purchaser of all its obligations to SPIRAC®. The Purchaser acknowledges that this security interest continues in all proceeds of such goods, attachments, additions, and accessions, including cash, checks, notes, accounts receivable, proceeds of and unearned premiums on property insurance and other collections received by the Purchaser.
b) The Purchaser hereby authorizes every present and future officer of SPIRAC® to execute in the Purchaser's name and on the Purchaser's behalf, any and all further security agreements, fixture filings, financial statements and other documents and instruments and to do and perform all other acts and things which SPIRAC® may consider necessary to establish, perfect or protect SPIRAC®'s security interest. All acts of such officers are hereby ratified and approved, and such officers shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact of law. This power, being coupled with an interest, is irrevocable while any of the Purchaser's obligations regarding such goods, attachments, additions and accessions or proceeds remain unperformed. Such documents may also be filed without the signature of the Purchaser to the extent permitted by law.
c) In addition to and not in lieu of the rights of SPIRAC® as specified in Article 3, upon the occurrence of an "event of default" SPIRAC® may take any and all legal steps to collect, repossess, and sell the property in which it has a security interest pursuant to this Article 6. SPIRAC® shall also have all the rights and remedies of a secured party under the Uniform Commercial Code, by any other laws or in equity.
d) The Purchaser further acknowledges that SPIRAC®'s purchase money security interest continues notwithstanding any attachment or affixing of the goods, attachments, additions or accessions to real estate.

7) FIELD SERVICE

a) If the contract includes a provision for SPIRAC® to provide field service for the inspection of equipment installation by others, instruction of plant operations personnel, start-up of the equipment and/or the conductance of acceptance tests, such field service shall be provided in accordance with SPIRAC®'s Field

Assistance Policy. Any services at site that SPIRAC® has agreed to conduct shall be performed during normal working hours; weekends and legal holidays excluded. If such services are required at other times because of special circumstances, the Purchaser shall pay for such services as overtime work, against separate invoices. SPIRAC® personnel will not work overtime, except upon the Purchaser's express request and on the submission by the Purchaser to SPIRAC® or SPIRAC® personnel on site of a written Purchase Order or Change Order confirming such request.

8) LIMITED WARRANTIES AND REMEDIES

a) SPIRAC® warrants that if within 12 months after the goods supplied are put into operation, or within 18 months after the risk of loss has passed to the Purchaser, whichever occurs first, any component furnished by SPIRAC® is proved to SPIRAC®'s satisfaction to be unusable, or to be significantly impaired, by reason of a condition existing prior to the passing of risk of loss, resulting from defective construction, unsatisfactory material or poor workmanship, SPIRAC® will either repair or replace, at its option, such component provided that written notice of any such defect or deficiency is given to SPIRAC® promptly. SPIRAC® shall, for such repair or replacement, absorb the cost and transportation expenses of the replacement part, the reasonable expenses of disassembly and installation directly required for the repair or replacement, and the expenses of SPIRAC®'s personnel, if required, for such repair or replacement. The Purchaser shall pay all other repair or replacement expenses. All replaced components become the
property of SPIRAC®. Any claim, action or suit based on any alleged defect or deficiency in the goods supplied shall be barred if not asserted or commenced within 12 months from the date timely notice is given by the Purchaser in accordance with Article 8(a).
b) SPIRAC® shall be deemed to have fulfilled capacity guarantees, if any, unless the Purchaser gives SPIRAC® written notice to the contrary, supported by data satisfactory to SPIRAC®, which confirms that the feed material fully complies with the composition and characteristics for such material as defined in the detailed specifications. Any such notice shall be given to SPIRAC® promptly, but in any event within 30 days after the initial startup of the goods. SPIRAC® shall have a reasonable period from receipt of such notice within which to make adjustments. The Purchaser shall provide, at Purchasers expense, sufficient quantities of applicable raw material or product, together with such power, light, workmen, and other materials as may be required by SPIRAC®. If necessary, SPIRAC® shall thereafter have an additional period to make further adjustments and to conduct further testing, upon notice to the Purchaser. If thereafter the goods fail to meet performance specifications, the Purchaser shall have the right to return the goods to
SPIRAC® and thereafter shall be entitled to a refund of any portion of the purchase price paid by the Purchaser for such goods, less loss of value due to wear and tear which is shown not to have been the fault of SPIRAC®. The Purchaser shall have no further rights or remedies against SPIRAC® with respect to such goods or the contract. This is SPIRAC®'s sole and exclusive warranty and obligation with respect to performance of the goods. warranty work performed by SPIRAC® shall not be subject to loss of value.
c) SPIRAC®'s warranty and obligations do not cover defects or deficiencies due to or arising out of normal wear and tear; improper or negligent handling, operation, maintenance, overloading or use; defective or improper premises or equipment installation; chemical, electro-chemical or electrical influences; weather or influences of nature, or alteration or repair performed by the Purchaser or third parties without the prior written consent of SPIRAC®.
d) The Purchaser shall grant SPIRAC® a reasonable time and opportunity after written notice for all repairs and replacement to be made pursuant to Article 8(a). SPIRAC® shall not be deemed to be in default for so long as it actively pursues corrective action. SPIRAC® reserves the right to adjust and modify the goods if necessary to meet its warranties. The Purchaser shall not be entitled to reimbursement for correction of any defect or deficiency caused by itself or by any third party. The obligations of SPIRAC® pursuant to Article 8(a) shall also apply with respect to repaired or replaced components for the warranty period then remaining as to the goods supplied, or for a period of 12 months from the date of repair or replacement, whichever period expires last. The period specified in Article 8(a) shall be extended by the duration of any shutdown caused solely by repair
or replacement work performed by SPIRAC® pursuant to Article 8(a).
e) THE WARRANTIES AND OBLIGATIONS OF SPIRAC® AS SET FORTH IN THIS ARTICLE 8 ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND OBLIGATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

9) RESPONSIBILITY OF SPIRAC® AND LIMITATION OF REMEDIES

a) The remedies provided by Articles "4" and "8" are the exclusive remedies available to the Purchaser in the event that SPIRAC® fails to perform any obligation under the contract or the goods supplied cannot be used by the Purchaser in the manner agreed to by SPIRAC® under the contract, whether because SPIRAC® has failed to give any required instructions, recommendations or advise with respect to the operation or servicing of the goods, or otherwise.
b) EXCEPT AS EXPRESSLY PROVIDED IN ARTICLES "4" AND "8", SPIRAC® SHALL NOT BE LIABLE TO THE PURCHASER IN ANY MANNER FOR ANY LOSSES OR DAMAGES OF ANY KIND, WHETHER SUCH DAMAGES OR LOSSES ARE GENERAL, DIRECT, IMMEDIATE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHERWISE, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT WAIVES AND IS NOT UNDER ANY CIRCUMSTANCES ENTITLED TO ANY SUCH DAMAGES OR LOSSES.

10) MISCELLANEOUS

a) If any term or provision of the contract should be held invalid or unenforceable for any reason, or held to violate any law of the United States or any country, state, territory or other political subdivision, or any code of regulation, it shall as to such country, state, territory or other political subdivision be ineffective and void to the extent of such prohibition or legality, without invalidating any of the remaining terms and provisions of the contract.
b) The headings contained herein are for reference purposes only and shall not affect the meanings or interpretation of the terms, conditions and provisions hereof.
c) Any notice required or contemplated by the contract shall be addressed to SPIRAC® and the Purchaser at their respective offices indicated at the time of the contract, unless and until either party, by notice in writing to the other party shall specify, for itself, a different address for such notices.
d) Unless otherwise agreed, the Contract is deemed to be entered into, finally accepted and performed in the State of Georgia. SPIRAC® and the Purchaser agree that the laws of the State of Georgia shall be applicable to the contract, its construction, interpretation, effect, performance and nonperformance and the consequences thereof, as well as to all transactions between the parties contemplated therein, and their construction, interpretation, effect, performance and nonperformance and the consequences thereof.
e) For all disputes which may arise in connection with the contract, the parties hereby consent to the jurisdiction and venue of the courts of the State of Georgia and of the federal courts sitting in the State of Georgia, and the Purchaser agrees that any and all process directed to it may be served outside of the State of Georgia with the same force and effect as if such service had been made within the State of Georgia. Such consent to jurisdiction and venue shall not limit the right of SPIRAC® to bring an action in any other court where jurisdiction over the Purchaser may be obtained.
f) The contract contains the entire understanding governing the business relations that exist between the parties with respect to the subject matter thereof and cannot be substituted, varied or amended by either SPIRAC® or the Purchaser in any manner except by an express written amendment duly signed by the parties.
September 2013

Vendor Backup Information
Keller-Angelillis Design and Manufacturing, Inc.

655 SAN CHRISTOPHER DR.
DUNEDIN, FLORIDA 34698
WWW.KELLERSALES.COM

TELE # 727-733-4111 FAX # 727-736-5882

QUOTE # 5973

To: MTS / John McLaughlin

Fax#: Johnjmcl@aol.com

From: Charles F. Angelillis

Refer: Port St. Lucie WWTP

Pages: Two Date: 1 March 2016

DESCRIPTION

Item 1. 1 each – 12-inch diameter x 35-ft long shaft-less screw conveyor

The screw will be delivered in one long section. All of the steel except the shaftless screw & drive shaft will be made out of **type 316 stainless steel**. The covers will be bolted on & have a rubber gasket to seal the cover to the trough. The cover above the discharge will be hinged to enable one to look & see what is going on.

The screw will accept the discharge coming out of the building going into an adapter section that takes the material from horizontal to incline, it will be about 6 inches long. This adapter section will then bolt onto the existing horizontal screw & also bolt on the new incline screw. The product will then be pulled uphill until it drops into a hopper that guides the product into the cake pump. The hopper will not be connected to the pump. The pump will be supplied by others.

The screw will come with the motor & reducer mounted on the discharge end & will pull the material up the incline. The screw is designed to move 408 cubic feet per hour at 65 pounds per cubic foot. We will mount a Siemens zero speed switch near the end of the screw where it goes from horizontal to incline, it will be mounted on top of the trough. There will be a Siemens level switch mounted near the discharge end of the screw. We will use a Conveyor Components safety stop switch with cable running on both sides of the conveyor.

The screw will be mounted on square tubing legs that will be bolted to both sides of the conveyor. The legs will be bolted to s/s angles that are welded to the sides of the conveyor trough. The legs will be welded to base plates with 4 each 9/16" holes to be used to anchor the conveyor in place.

We will supply the above equipment, but will not supply a NEMA 4X control panel. We do not do any of the electrical hook ups.

The price includes delivery of the screw conveyor along with all of the above components but does not include installation. We can include instillation for an additional cost.

The cost for the conveyor built as described above & delivered to the job site will be S 98,117.00*.

** It will take 7-10 days for approved drawing & 40-45 days shipping from Texas after receipt of approved drawings. Then 7-10 days for us to assemble the conveyor in our shop to ship to the job site.

REGARDS,

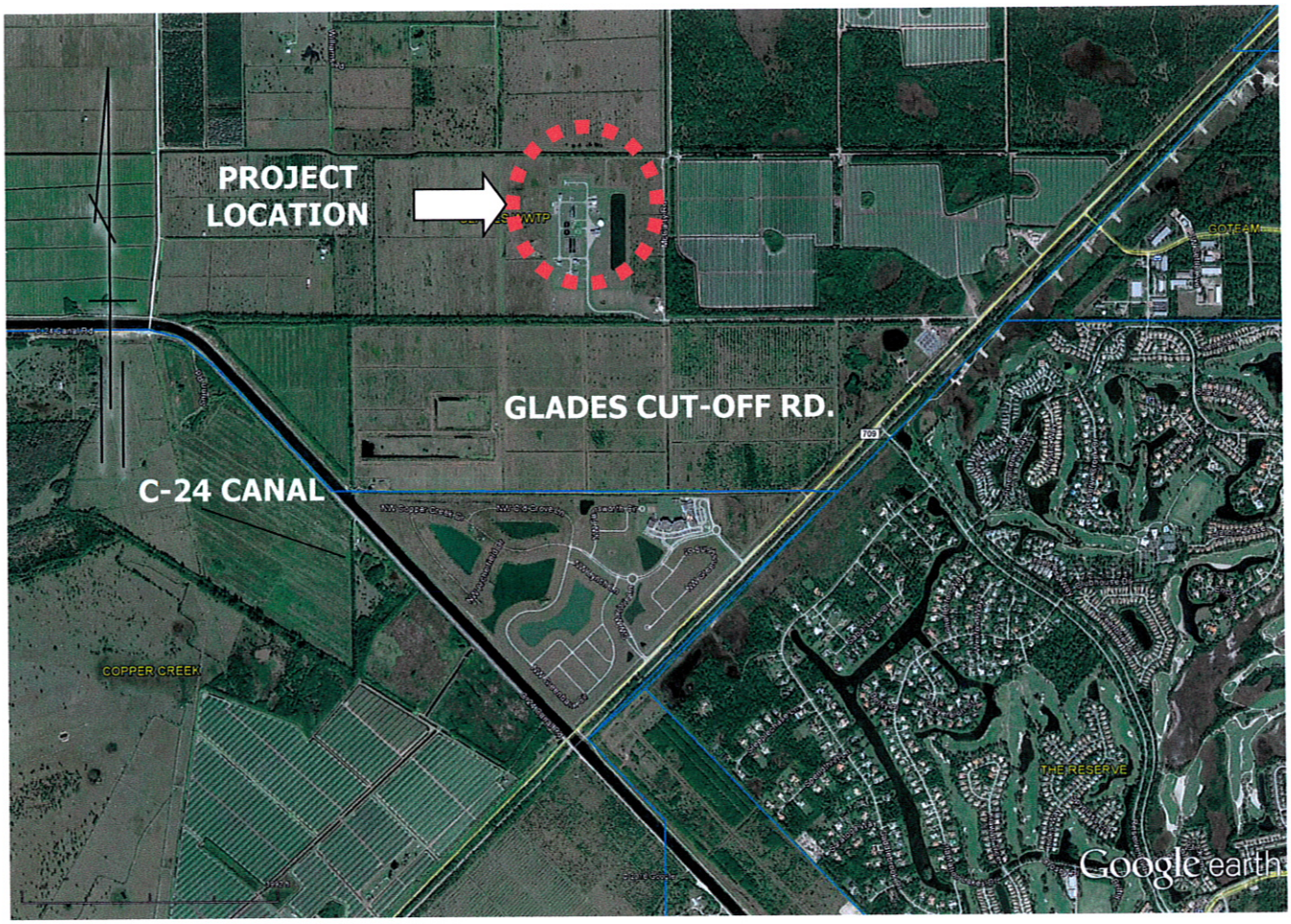
Charles F. Angelillis
Charles F. Angelillis

*ALL PRICES ARE PLUS THE APPLICABLE SALES TAX.

TERMS: 50% DOWN WITH THE ORDER, 30% WHEN READY TO SHIP, 20% NET 10 DAYS.
THE ABOVE PRICES ARE GOOD FOR 60 DAYS FROM THE ABOVE DATE.

I, THE UNDERSIGNED, ACKNOWLEDGE RECEIPT OF THE ABOVE QUOTATION AND HEREBY ACCEPT THE TERMS AND PROVISIONS STATED IN THE ABOVE CLAUSES.

_____ _____
SIGNATURE ***DATE***



PROJECT LOCATION MAP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager, City Engineer
John Bolduc, Police Chief
Cheryl Shanaberger, Director, Procurement Management Dept.

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: 20160032 – Trade-in Gun Inventory and Purchase New Daniel Defense Weapons System

Submittal Date: 3/30/2016

STRATEGIC PLAN LINK: Vision 2030, Guiding Principles, Principle A, Safe Community, Planning for safe neighborhoods; People feeling safe and secure at home, in their neighborhoods and around the community.

BACKGROUND: The Police Department Special Weapons and Tactics Team (SWAT) has been in existence since 1988. The Team's special weapons inventory has included many different firearms over the past 28 years. The current primary weapons system, HK G 36 rifles, were purchased eleven (11) years ago. These weapons are in serious need of replacement parts and service as they frequently malfunction on the range during SWAT practice. The new Daniel Defense Weapons System would include improved technology with better accessories, sight and sound suppressors. An E-Bid was issued on February 9, 2016. During this period there were twenty three (23) potential suppliers, one (1) supplemental supplier and three (3) listed as plan holders. Two (2) bid proposals were received on March 9, 2016 with two (2) proposals being deemed responsive and meeting the specifications.

ANALYSIS: The Police Department has reviewed the two (2) proposal and has determined that Clyde Armory, Inc provides the best value to the City for the purchase of the new weapons system and offered the highest trade in price. The Bidder is not a local firm.

FINANCIAL INFORMATION: The Funds are available in the Police Department General Fund/ Neighborhood Police/ Other Machinery & Equipment.

LEGAL INFORMATION: Reviewed by Ella Gilbert on January 6, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval and award of Contract #20160032 Trade-In Gun Inventory and Purchase New Daniel Defense Weapons Systems to Clyde Armory, Inc. in the amount of $26,389.00, plus a one-time $10.00 indemnification fee. The time period for this Contract is ninety (90) days after receipt of order with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Contract, Bid Tabulation, Winning Proposal, Solicitation Request form, E-Bid, Agenda, Sign in Sheet, and Unsuccessful proposals

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

MAR 3 0 2016

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160032

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Clyde Armory Inc., 4800 Atlanta Hwy, Athens, GA 30606,* Telephone No. (706) 549-1842 Fax No. (706) 549-3232, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Police Department
Attn: Sergeant Steve Helseth
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5483
Email: shelsethl@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
Clyde Armory, Inc.
Bret Jamieson
4800 Atlanta Hwy
Athens, GA 30606
Telephone: 706-549-1842 Fax: 706-549-3232
Email: lesales@clydearmory.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid #20160032, all addenda, are made part of this Contract to Trade-In of Gun Inventory and the Purchase of New Daniel Defense M4 Weapons System are hereby incorporated by this reference.

SCOPE OF WORK

Trade-in Items– Trade-in items are offered "as-is" with no warranties, expressed or implied. Serial numbers will be provided to the Contractor. The Contractor will be required to accept the entire lot of trade-in items. Trade-in items will not be surrendered until all new weapons are set-up, operational, and accepted.

New Weapon Specifications – The specifications describes the Daniel Defense M4 Weapons System. All parts not specifically mentioned which are necessary to provide a complete unit, shall be included and conform in strength and quality of material and workmanship. The unit shall be of current model under standard production by the manufacturer. The scope of these specifications is to also ensure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

All weapons must be new, of current manufacture and carry standard warranties. Contractors is to submit descriptive literature and/or complete specifications covering products offered.

Contractor shall be responsible to assure compliance with all OSHA, EPA, and/or other Federal of State of Florida rules, regulations or other requirements as such, may apply herein.

Contractor warrants that all weapons, materials and workmanship furnished, whether furnished by Contractor or its sub-suppliers, will comply with its and the City's specifications, and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design, and workmanship and free from defects or failure.

Specifications for new weapons and accessories required are listed in detail on Schedule A - Excel Bid Reply Spreadsheet #20160032. Contractor shall list unit prices for each item listed on Schedule A.

Contractor must provide an onsite agency approved eight (8) hour training block for the newly purchased Daniel Defense M4 Weapons System.

Contractor must provide an onsite installation of suppressors and accessories for all twenty (20) new Daniel Defense M4 Weapons System.

Contractor must provide an onsite installation of suppressors and accessories for all twenty (20) new Daniel Defense M4 Weapons System.

Product Delivery/Non Performance – It is intended that delivery of the weapons listed for purchase be delivered within approximately ninety (90) days after receipt of order.

Inspection and acceptance of Daniel Defense M4 Weapons System purchased shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the City's site.

Contractor shall deliver the Daniel Defense M4 Weapons System destination to the Port Saint Lucie Police Department located at 121 SW Port Saint Lucie Blvd., Building C, Port Saint Lucie, FL 34984 Attn: Mary Beth Lee. All items are to be designated for inside delivery. Deliveries are received at this location between the hours of 8:00 am and 3:00 pm.

Packing - All material delivered as a result of this order is to be packed in a manner that will insure the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty (50) pounds. The City's purchase order number shall appear on the exterior of each carton, and packing list specifying the quantity and description of each item shipped shall accompany each shipment.

Loading - Material is to be loaded on 42" x 42" wood pallets suitable for forklift truck removal from side/end of vehicle. Maximum pallet weight shall not exceed two thousand five hundred (2,500) pounds.

Operational Test and Acceptance - Each Daniel Defense M4 Weapons System shall have an operational trial period prior to acceptance.

This trial period will consist of operation in normal conditions by the City of Port Saint Lucie Police Department employees for fourteen (14) calendar days without substantial problems arising from the operation of the Daniel Defense M4 Weapons System.

The City reserves the right not to accept the Daniel Defense M4 Weapons System for the following reasons:

- If field tests demonstrate the Daniel Defense M4 Weapons System fail to operate satisfactorily.

- Does not fully meet manufacturer's specifications or the performance capabilities as stated in the published product literature or offered verbally by the manufacturer's representative.

Item #	Item Description	Quantity	Total Unit Price
	New Weapon and accessories		
1	Daniel Defense M4 Carbine MK18 - Factory SBR 10.3 Barrel 5.56MM Select Fire Rifle, Black in Color	20	$ 25,844.80
2	MAGPUL Gen-M3 PMAG w/window for AR/M4 5.56MM 30-RND, Black in Color	80	$ 1,139.20
3	EOTEXPS30/EOTECH Compact, CR123 Batt, 65 MOA and 1 MOA Dot, Night Vision Compatible, Side Buttons, QD Lever	20	$ 10,700.20
4	Midwest Industries/ MWI AR Series A-2 Emergency rear flip-up sight	20	$ 1,690.00
5	Midwest Industries/MWI AR Series front flip-up sight for rails	20	$ 1,470.00
6	MAGPUL MS3 Single QD Rifle Sling Gen2, #MAG515BLK	20	$ 959.20
7	MAGPUL Rail Sling Attachment, #MAG337	20	$ 461.80
8	MAGPUL MS1-MS3 QD Adapter for single point sling	20	$ 306.80
9	Inforce Weapon Lights Model: InForce WMLX Multifunction 500 LU. White LED Light & IR, constant on, Momentary Strobe, Black in Color, 2 CR123A INF-WMLX-B-W	20	$ 2,665.00
10	YHM-3100-TI'S Titanium QD Phantom 5.56MM Suppressor w/Muzzle Break Adaptor	20	$ 14,648.00
11	11 Rib Picatinny Rail Panel #95047	40	$ 1,048.00
12	**TOTAL NEW ITEMS**		$ 60,.933.00
	Trade-In Items		
13	HK G36C .556 Cal Select Fire Rifle W/ACC	20	$ 24,220.00
14	30 Round Magazines .556mm	75	$ 562.50
15	Aimpoints	20	$ 2,500.00
16	M900 Surefire Lights	19	$ 2,375.00
17	H&K 9MM Subguns (Telescopic Stocks)	4	$ 2,900.00
18	30 round mags 9mm	11	$ 71.50
19	15 round mags 9mm	3	$ 15.00
20	H&K MP5 K-N Subgun (folding stock) 9mm	1	$ 1,100.00
21	Colt RO723 M16A2 Carbine Auto .223 Cal Rifles	2	$ 800.00
22	**LUMP SUM TOTAL TRADE-IN ITEMS**		$ 34,544.00
23	**Purchase of New Items Less Value of Trade-in Items**		**$ 26,389.00**

****Prices will include all shipping and handling cost****

Payments will be disbursed in the following manner:

attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor

or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement - Should any defect appear during this period, the Contractor shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment – N/A

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Erosion and Sediment Control – N/A

Water Resources –N/A

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

Adjustments – N/A

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor that said work is, "complete" and/or "accepted".

Damage to Property – N/A

SECTION XV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVI
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of Clyde Armory LLC

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160032
OPENED: March 9, 2016
TIME: 11:00:00 am

ıde-In of Gun Inventory and the Purchase of Newe Daniel Defense M4 Weapon

		Clyde Armory Inc	SRT Supply
Item			
1	Unit Price Total for New Items	$ 60,933.00	$ 68,192.40
2	Unit Price Total for Trade-In Items	$ 34,544.00	$ 33,870.00
3	Purchase of New items less the value ot the Trade-In	$ 26,389.00	$ 34,322.40
4	Accepts Visa:	no	no
5	Visa Percentage discount:	0%	0%
6	Visa Discount amount:	0%	0%
7	Number of days after receipt of order for delivery to the City:	approx 90 days	30-180 days
	Provide Brochure	yes	yes
	Provide Specifications & warranty	yes	yes
	Submitted E-Bid Reply Sheet:	no	yes
	Submitted Bid Bond:	of Ck	org ck
	Submitted Insurance:	yes	yes
	Submitted License:	yes	yes
	Submitted Vendor Code of Ethics:	yes	yes
	Submitted Drug Free Form:	yes	yes
	Submitted W-9 Form:	yes	yes
	Number of E-Bids received:	2	
	Number of Planholders:	3	
	Number of Potential Bidders:	23	
	Number of Non-Responsive Bids:	0	

Non-Responsive bidders:

CHECKLIST
Bid #20160032

TRADE-IN OF GUN INVENTORY AND THE PURCHASE OF NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

Name of Bidder: Clyde Armory Inc

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid 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.

- ✓ Bid Reply Sheet #20160032 with proper signatures upload to DemandStar.
- ✓ E-Bid Excel Reply Spreadsheet # 20160032 upload to DemandStar
- ✓ 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- ✓ Required forms: Vendor Code of Ethics.
  All forms are to be uploaded to DemandStar.
- ✓ Drug Free Workplace Form uploaded to DemandStar.
- ✓ Required W-9 as per Section 1.13 uploaded to DemandStar.
- ✓ Copy of the Checklist uploaded to DemandStar.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160032.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ All price extensions and totals have been thoroughly checked.
- ✓ Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

FINAL

Procurement Management Department CLYDE ARMORY

E-Bid Excel Reply Spreadsheet

E-Bid # 20160032

Trade in Gun Inventory and Purchase New Daniel Defense Weapons System

"SCHEDULE A"

Company: CLYDE ARMORY

Item#	Item Description	UOM	Quantity	Unit Price	Total Unit Price
New Weapon and accessories					
1	Daniel Defense M4 Carbine MK18 - Factory SBR 10.3 Barrel 5.56MM Select Fire Rifle, Black in Color	Each	20	$1292.24-	$25844.80
2	MAGPUL Gen-M3 PMAG w/window for AR/M4 5.56MM 30-RND, Black in Color	Each	80	$14.24-	$1139.20-
3	EOTEXPS30/EOTECH Compact, CR123 Batt, 65 MOA and 1 MOA Dot, Night Vision Compatible, Side Buttons, QD Lever	Each	20	$535.01-	$10,700.20
4	Midwest Industries/ MWI AR Series A-2 Emergency rear flip-up sight	Each	20	$84.50-	$1690.00-
5	Midwest Industries/MWI AR Series front flip-up sight for rails	Each	20	$73.50-	$1,470.00-
6	MAGPUL MS3 Single QD Rifle Sling Gen2, #MAG515BLK	Each	20	$47.96-	$959.20-
7	MAGPUL Rail Sling Attachment, #MAG337	Each	20	$23.09	$461.80-
8	MAGPUL MS1-MS3 QD Adapter for single point sling	Each	20	$15.34-	$306.80-
9	Inforce Weapon Lights Model: InForce WMLX Multifunction 500 LU. White LED Light & IR, constant on, Momentary Strobe, Black in Color, 2 CR123A INF-WMLX-B-W	Each	20	$133.25	$2665.00
10	YHM-3100-TI'S Titanium QD Phantom 5.56MM Suppressor w/Muzzle Break Adaptor	Each	20	$732.40	$14,648.00
11	11 Rib Picatinny Rail Panel #95047	Each	40	$26.20	$1048.00
12	**TOTAL NEW ITEMS**				$60,933.00
Trade-In Items					
13	HK G36C .556 Cal Select Fire Rifle W/ACC	Each	20	$1211.00-	$24,220.00
14	30 Round Magazines .556mm	Each	75	$7.50-	$562.50-
15	Aimpoints	Each	20	$125.00-	$2500.00-
16	M900 Surefire Lights	Each	19	$125.00-	$2375.00-
17	H&K 9MM Subguns (Telescopic Stocks)	Each	4	$725.00	$2900.00
18	30 round mags 9mm	Each	11	$6.50-	$71.50-
19	15 round mags 9mm	Each	3	$5.00-	$15.00-
20	H&K MP5 K-N Subgun (folding stock) 9mm	Each	1	$1100.00	$1100.00
21	Colt RO723 M16A2 Carbine Auto .223 Cal Rifles	Each	2	$400-	$800.00-
22	**LUMP SUM TOTAL TRADE-IN ITEMS**				$34,542
23	**Purchase of New Items Less Value of Trade-in Items**				$26,391.00

Prices will include all shipping and handling fees

E-Bid Reply Sheet/Questionnaire#20160032
TRADE IN GUN INVENTORY AND PURCHASE NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

1. **COMPANY NAME**: Clyde Armory Inc

DIVISION OF: _____

PHYSICAL ADDRESS: 4800 Atlanta Hwy

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Athens, GA 30606

TELEPHONE NUMBER: (706) 549 1842 FAX NO. (706) 549 3232

CONTACT PERSON: Bret Jamieson E-MAIL: besales@clydearmory.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? (Yes) No If yes, in what state? Georgia

Andrew Clyde
President

Vice President

Treasurer

How long in present business: 25 years How long at present location: 7 years

Is the firm claiming Local Preference under City ordinance 35.12? Yes ( ) or No (X)

Does your firm have a drug free workplace program? Yes (X) or No ( )

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	1/10/2016
2	2/11/2016

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / ~~will not~~ accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: NA %
(This amount may be zero)

Visa percentage discount amount: $ NA
(This amount may be zero)

5.3 Unit Price Total New items: $ 59,950.76
(This amount is from line 12 E-Bid Excel Reply Spreadsheet)

5.4 Unit Price Total for Trade-in items: $ 34,544
(This amount is from line 22 E-Bid Excel Reply Spreadsheet)

5.5 Purchase of New items less the Value of Trade-In items: $ 22,406.76
(This amount is from line 23 E-Bid Excel Reply Spreadsheet)

****Prices will include all shipping and handling cost****

(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at the time of submittal and the E-Bid Reply Sheet # 20160032 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

5.6 Number of days after receipt of order for delivery to the City: Approx 90 **days** * SEE LETTER REGARDING DELIVERY

Reference Use Only – Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item #	Item Description	Quantity
	New Weapon and accessories	
1	Daniel Defense M4 Carbine MK18 - Factory SBR 10.3 Barrel 5.56MM Select Fire Rifle, Black in Color	20
2	MAGPUL Gen-M3 PMAG w/window for AR/M4 5.56MM 30-RND, Black in Color	80
3	EOTEXPS30/EOTECH Compact, CR123 Batt, 65 MOA and 1 MOA Dot, Night Vision Compatible, Side Buttons, QD Lever	20
4	Midwest Industries/ MWI AR Series A-2 Emergency rear flip-up sight	20
5	Midwest Industries/MWI AR Series front flip-up sight for rails	20
6	MAGPUL MS3 Single QD Rifle Sling Gen2, #MAG515BLK	20

7	MAGPUL Rail Sling Attachment, #MAG337	20
8	MAGPUL MS1-MS3 QD Adapter for single point sling	20
9	Inforce Weapon Lights Model: InForce WMLX Multifunction 500 LU. White LED Light & IR, constant on, Momentary Strobe, Black in Color, 2 CR123A INF-WMLX-B-W	20
10	YHM-3100-TI'S Titanium QD Phantom 5.56MM Suppressor w/Muzzle Break Adaptor	20
11	11 Rib Picatinny Rail Panel #95047	40
12	**TOTAL NEW ITEMS**	
	Trade-In Items	
13	HK G36C .556 Cal Select Fire Rifle W/ACC	20
14	30 Round Magazines .556mm	75
15	Aimpoints	20
16	M900 Surefire Lights	19
17	H&K 9MM Subguns (Telescopic Stocks)	4
18	30 round mags 9mm	11
19	15 round mags 9mm	3
20	H&K MP5 K-N Subgun (folding stock) 9mm	1
21	Colt RO723 M16A2 Carbine Auto .223 Cal Rifles	2
22	**LUMP SUM TOTAL TRADE-IN ITEMS**	
23	**Purchase of New Items Less Value of Trade-in Items**	

A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date

of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. List all subcontractors and major material suppliers for the project. Include telephone numbers, and contact information. Insert additional lines if necessary.

N/A

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No (X)

If yes, please explain:

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

N/A

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

N/A

(N/A is not an acceptable answer - insert lines if needed)

15. CERTIFICATION

This bid is submitted by: I, Bert Jamison am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

Signature: Bert Jamison — Title: CIO

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

ROBINSFinancial CREDIT UNION

P.O. Box 6849. Warner Robins, GA 31095
478-923-3773 | 800-241-2405

BRANCH	0085
Check Number:	00 0001878424
Account:	XXXXXX4644
Name:	CLYDE ARMORY INC
Post Date:	03/08/16
Teller:	0155
Purpose:	SHARE WITHDRAWAL
Dollar Amount:	1,120.34

Payee: CITY OF PORT ST. LUCIE
RE: CLYDE ARMORY INC

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM℠ FEATURES

ROBINSFinancial CREDIT UNION

P.O. Box 6849. Warner Robins, GA 31095
478-923-3773 | 800-241-2405

Robins Financial Credit Union
Warner Robins, GA 31095
64-7168/2611

00 0001878424

DATE
03/08/16

$1,120.34

PAY: ***ONE THOUSAND ONE HUNDRED TWENTY DOLLARS AND 34 CENTS***

VOID AFTER 90 DAYS

OFFICIAL CHECK

TO THE ORDER OF *CITY OF PORT ST. LUCIE*
RE: CLYDE ARMORY INC

HEAT SENSITIVE RUB AREA TO VERIFY

Scott Kletcka
AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES – SEE BACK FOR DETAILS

⑈000187842⑈ ⑆261171587⑆ 5000009999988⑈

TO REORDER CALL THE TRANSACTION BRANCH 1-800-241-2405

Client#: 1340651 124CLYDEARM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. 1071 Founders Blvd. Suite B Athens, GA 30606	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 877-657-1559 E-MAIL ADDRESS: CertificatesGA@bbandt.com
INSURED Clyde Armory Inc and 4800 Atl Hwy LLC 4800 Atlanta Hwy Athens, GA 30606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insuranc — 18058 INSURER B : FFVA Mutual Insurance Company — 10385 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1336472	05/01/2015	05/01/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1336472	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC84000208982015A	09/08/2015	09/08/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Workers Comp Information - Proprietors/Partners/Executive Officers/Members Excluded: Andrew Clyde.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Debbie Prunty

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RJLO

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FFLC
244 Needy Road
Martinsburg, WV 25405-9431

License Number: **1-58-059-01-7C-06817**

Chief, Federal Firearms Licensing Center (FFLC)

Tracy Robertson

Expiration Date: **March 1, 2017**

Name
CLYDE ARMORY INC

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
4800 ATLANTA HWY
ATHENS, GA 30606-

Type of License
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Andrew S. Clyde
Licensee/Responsible Person Signature

CEO/owner
Position Title

ANDREW S. CLYDE
Printed Name

11/01/2014
Date

Mailing Address (Changes? Notify the FFLC of any changes.)

CLYDE ARMORY INC
4800 ATLANTA HWY
ATHENS, GA 30606-

ATF Form 8 (5310.11)
Revised October 2011

Previous Edition is Obsolete

CLYDE ARMORY INC:4800 ATLANTA HWY:30606:1-58-059-01-7C-06817:March 1, 2017:01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address *(27 CFR 478.52)*. Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession *(27 CFR 478.56)*. (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: **CLYDE ARMORY INC**

Business Name:

License Number: **1-58-059-01-7C-06817**

License Type: **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration: **March 1, 2017**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

OMB No. 1140-0090 (05/31/2017)

2016 Special Tax Stamp

Name and Principal Business Address	Tax Statement		**TAX 2016 YEAR**
CLYDE ARMORY INC 4800 ATLANTA HWY ATHENS, GA 30606	(Annual Tax Rate)	500.00	
	Initial Tax $	500.00	
	Additions $	.00	
	Total Tax PAID $	500.00	
	THIS IS NOT A BILL. DO NOT PAY THE AMOUNT NOTED.		
Actual Physical Business Address *(See Number 2 below)* **CLYDE ARMORY INC** **CLYDE ARMORY INC** **4800 ATLANTA HWY** **ATHENS, GA 30606**	Type of Operation Conducted (63) NFA FIREARMS DEALER		
	Number of Locations 0001		
This is a receipt of payment of Special (Occupational) Tax (SOT) under the National Firearms Act. (27 CFR 479.36)	1 OF 1		

If You Have Any Questions, Refer To The Information Below

Date of This Receipt	Dates of Special Tax Period
JUNE 23, 2015	**07/01/2015 TO 06/30/2016**
Employer Identification Number	**Control Number**
37-1577133	**2015162-N52-006**

CLYDE ARMORY INC 37-1577133

If you have any questions, you may contact the Bureau of Alcohol, Tobacco, Firearms and Explosives as follows:

CALL: (304) 616-4500
FAX: (304) 616-4501

OR

WRITE: National Firearms Act Branch, Bureau of ATF
244 Needy Road
Suite 1120
Martinsburg, WV 25405

1. If you write, include in the letter your employer identification number, control number from above, your telephone number, and the best time for us to call if we need more information.

2. If you filed ATF Form 5630.7, Special Tax Registration and Return (NFA Firearms), for the first time, or have renewed your special tax stamp on ATF Form 5630.5R, Special Tax "Renewal" Registration and Return, and ATF Form 5630.5RC, Special Tax Location Registration Listing(s), showing multiple locations, you should have received a stamp for each location. Each stamp is printed with your principal business address and the actual physical address of the business location for which the stamp was issued. Forward the stamp to that location. Be sure that each location keeps the stamp on its business premises so that it is available for inspection. Photocopies are not acceptable evidence of tax payment.

3. If any of the preprinted information is incorrect, please write to the above address listing the correct information and return this Special Tax Stamp with your letter.

4. If there is a change in ownership of your business or business structure, such as a sole owner incorporating, the new owner is required to file ATF Form 5630.7, Special Tax Registration and Return (NFA Firearms), and obtain a new Special Tax Stamp (except as provided in 27 CFR 194.166 - 194.169 or 27 CFR 179.42 - 179.45) before engaging in the business.

5. If you have a change in control, contact ATF. You must notify the Bureau of Alcohol, Tobacco, Firearms and Explosives of any change of address, location, or trade name and receive approval before the change is made, by filing ATF Form 5630.7. If a Federal firearms licensee discontinues business and retains NFA firearms, the retention may be in violation of law. The licensee should check with State and local authorities.

6. This is a Special Tax Stamp and Receipt for Payment of Federal Tax. This does not authorize anyone to begin or continue a business contrary to Federal, State or local laws, nor does it exempt anyone from penalties or punishment for violating such laws.

7. THIS RECEIPT IS NOT TRANSFERABLE.

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160032

TRADE-IN OF GUN INVENTORY AND THE PURCHASE OF NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must

require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Clyde Armory, Inc

Signature [signature]

Printed Name and Title Bret Jamison CEO

Date 3/7/16

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Clyde Armory Inc does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

3/7/16
Date

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Clyde Armory, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
4800 Atlanta Highway

Requester's name and address (optional)

City, state, and ZIP code
Athens, GA 30606

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
3	7	–	1	5	7	7	1	3	3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Andrew S. Clyde Date ▶ 2/4/16

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

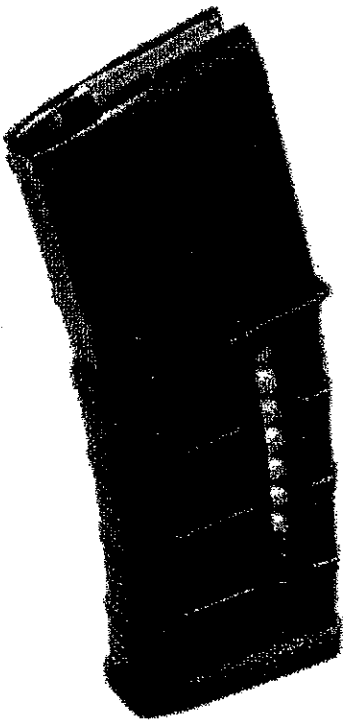
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

PMAG® 30 AR/M4 GEN M3™ Window

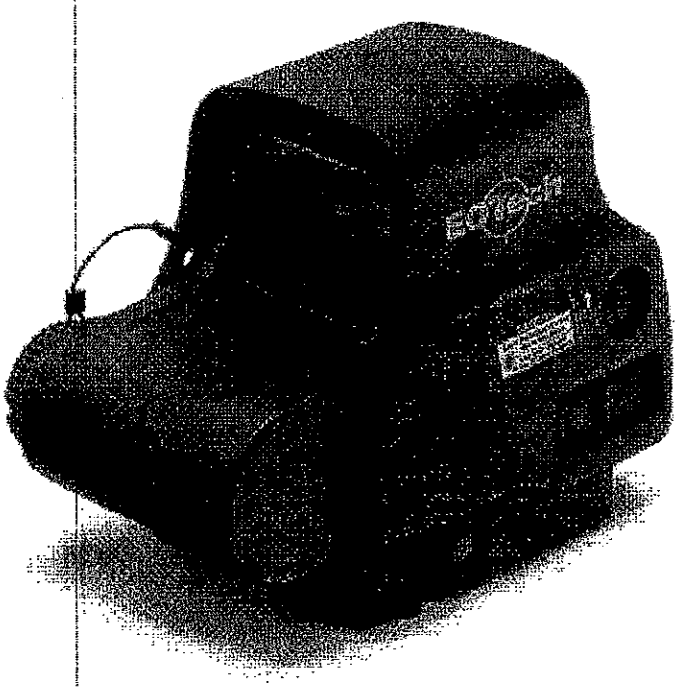


Email me when available

Product Details

The next-generation PMAG 30 GEN M3 Window is a 30-round 5.56x45 NATO (.223 Remington) polymer magazine for AR15/M4 compatible weapons that features transparent windows to allow rapid visual identification of approximate number of rounds remaining. Along with expanded feature set and compatibility, the GEN M3 Window incorporates new material technology and manufacturing processes for enhanced strength, durability, and reliability to exceed rigorous military performance specifications.

Model EXPS3™ | EOTech



Description

The "E" is for "Extreme." The EXPS3 offers true 2-eyes-open shooting and a 7 mm raised base that still allows for iron sight access. It features easy-to-adjust side buttons and an adjustable, locking, quick-detach lever for easy attachment and removal.

EXPS3 was chosen by the U.S. Special Operations Command (USSOCOM) as their primary optic for close-quarter engagements.

It is also the optic of choice for the technologically advanced modern rifle hunter. Its night vision-compatibility makes it a versatile choice for day or night hunting.

Product Details

Night vision compatible

Length/Width/Height:

3.8" x 2.3" x 2.9" (96.5 x 58.4 x 73.7 mm)

Weight:

11.2 oz (317.5 g)

Water Resistant:

Submersible to 33 ft. (10 m) depth

Mount:

1" Weaver or MIL-STD-1913 rail

Brightness:

20 daylight settings

10 additional settings for Gen I through III+ night vision devices

Power Source:

One 123 lithium battery

Battery Life:

600 continuous hours at nominal setting 12 at room temp.

Controlled under Export Administration Regulations (EAR); may not be exported without proper authorization by the U.S. Department of Commerce.

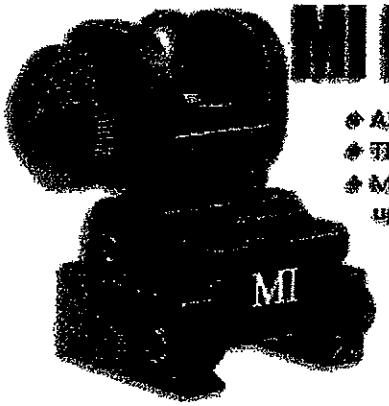
L-3 EOTech reserves the right to change the product specifications at any time without notice.

Reviews

Manufacturers of Quality Tactical Weapon Accessories / Made in the U.S.A.!

W29254498 Hillside Rd. / Waukesha, WI 53189 • Tel: 262-896-6780 / Fax: 262-896-6756

AR PRODUCTS
AR UPPERS & UPPER PARTS
308 AR TACTICAL PRODUCTS
FURNITURE
KEYMOD ACCESSORIES
M-LOK™ ACCESSORIES
MAGAZINES
AK 47/74 PRODUCTS
TAVOR PRODUCTS
HK416/MR556 PRODUCTS
STEYR AUG PRODUCTS
KEL-TEC PLR-16 PRODUCT
SCAR PRODUCTS
RUGER PRECISION PRODUCTS
CZ 805 PRODUCTS
REM 700 PRODUCTS
SR-22 &10/22 PRODUCTS
BROWNING M2 / M3 PRODUCTS
SIG 556 SIGHTS
AR180B PRODUCTS
M14 PRODUCTS
SHOTGUN ACCESSORIES
TACTICAL SLINGS
MI QD MOUNTS
OPTIC/LIGHT MOUNTS
OPTICS
TACTICAL LIGHTS
THERMAL/NIGHT VISION
CLEANING SUPPLIES & TOOLS
BAGS/GEAR/ARMOR/SWAG
FIREARMS



Click for installed view

MI ERS Flip-Up Rear Sight

- A2 style dual aperture, fully protected from accidental damage
- Thick rugged pivot ears, twice as thick as the competition
- Made from 6061 aluminum, mil-spec hard coat anodized to stand up to the most extreme conditions
- Locking detent with double the locking surface, for maximum strength
- Lock detent button with stepped down turns, to provide a surface you can grab onto if your hands are muddy or wet
- Same style windage knob as on the standard M-16: .65 MOA on M-4 type rifles / .49 MOA on A-4 type rifles
- Made in U.S.A. with Lifetime Warranty

ITEM #	DESCRIPTION	PRICE	QTY.
MCTAR-ERS	**ERS Flip-up Rear Sight** Height is .750 when folded.	[redacted]	1 BUY

CHOOSE ERS COLOR: Black

Back to previous page

Midwest Industries: Flip Up Front Sight

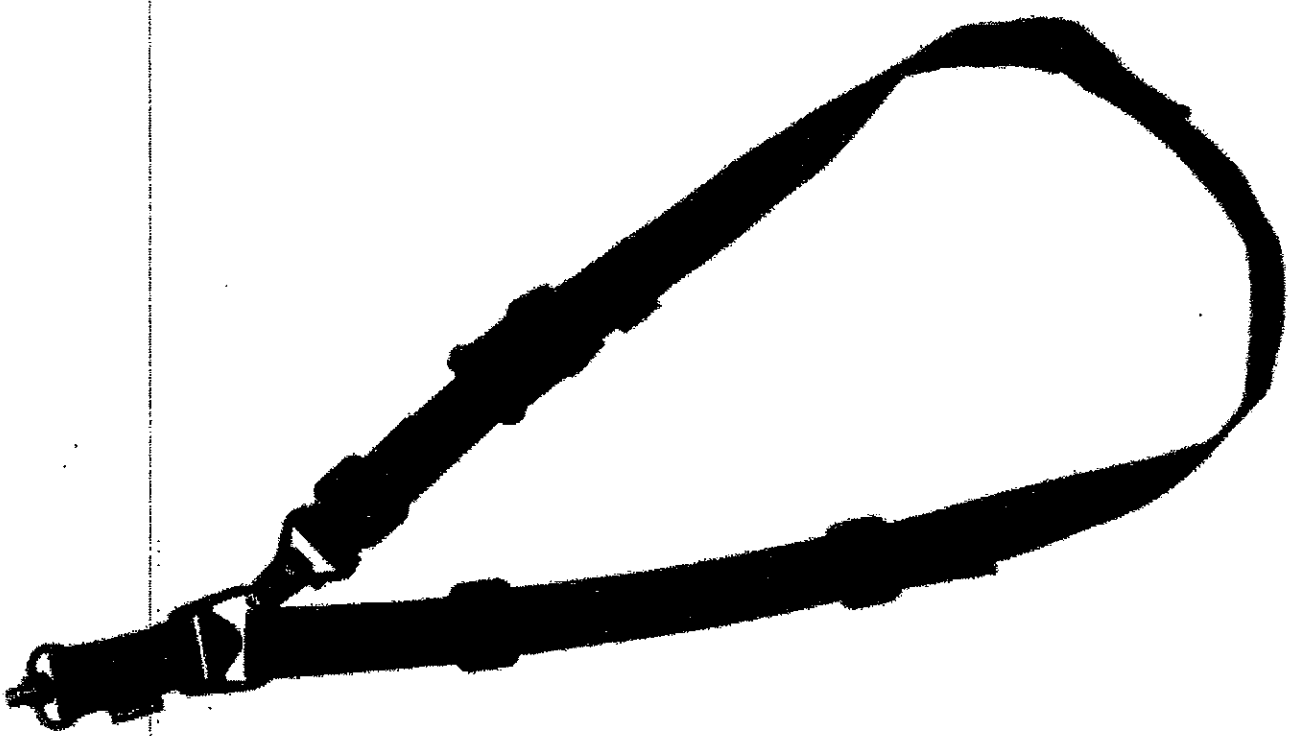
MI Flip-Up Front Sights

MCTAR-FFG MCTAR-FFR

Click for installed view

- Uses standard A2 front sight post
- Super smooth ball bearing pivot detent automatically locks in the raised position with locking detent
- Constructed of 6061 aluminum, hard coat anodized for a lifetime of service
- Gas block model is for a gun with a railed gas block that is lower than the upper
- Rail height model is for mounting on gas blocks or handguards that are the same height as the upper
- Gas block mount model folds to front
- Rail mount model folds to rear

MS3® Single QD Sling GEN2



[redacted]MAG515

Choose a color: Black

- Black
- Gray
- Coyote
- Ranger Green

Please order color Black from our Featured Partners. Other colors in this product are currently available.

Product Details

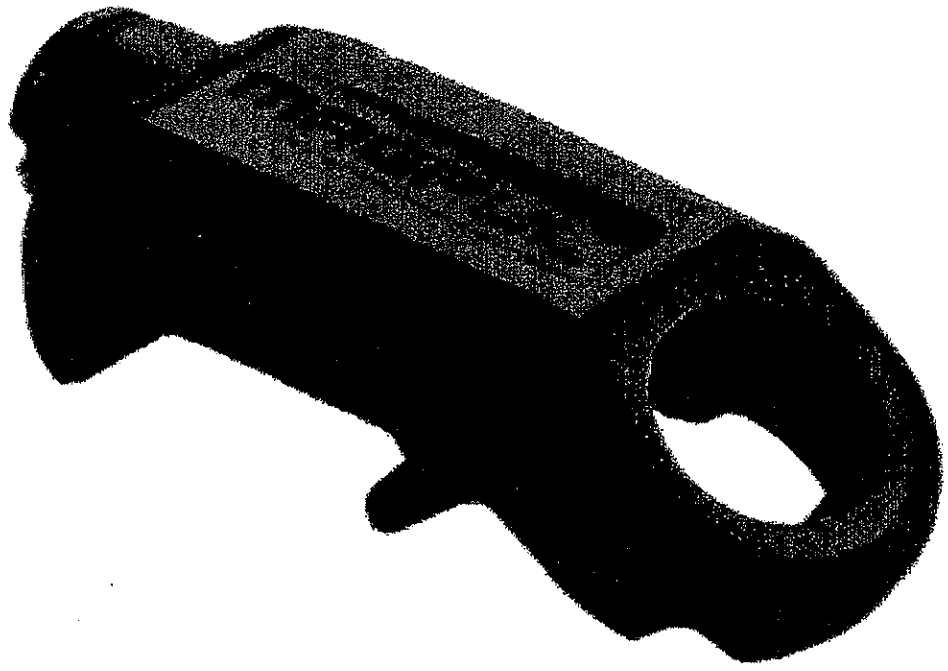
Filling the same mission requirement as the standard MS3 Sling, the MS3 Single QD can quickly switch between one-point and two-point configuration. The MS3 Single QD maintains material construction and specifications identical to that of the standard MS3, but features a heavy-duty push-button QD sling swivel for the one-point (rear) weapon attachment rather than the Magpul Paraclip™. This modification allows compatibility with QD sling cups commonly found on lower receivers, receiver end plates, and buttstocks. The MS3 Single QD incorporates a new low profile quick-adjust Slider which minimizes bulk and allows for secure, yet effortless, sling adjustment. Webbing length has also been increased for a comfortable fit with all body types and armor configurations.

Made in U.S.A. and 100% Berry Amendment compliant.

E.A.R.Export Administration Regulations Controlled Product

Specs

Related Info



[redacted]MAG337

Choose a color: Black

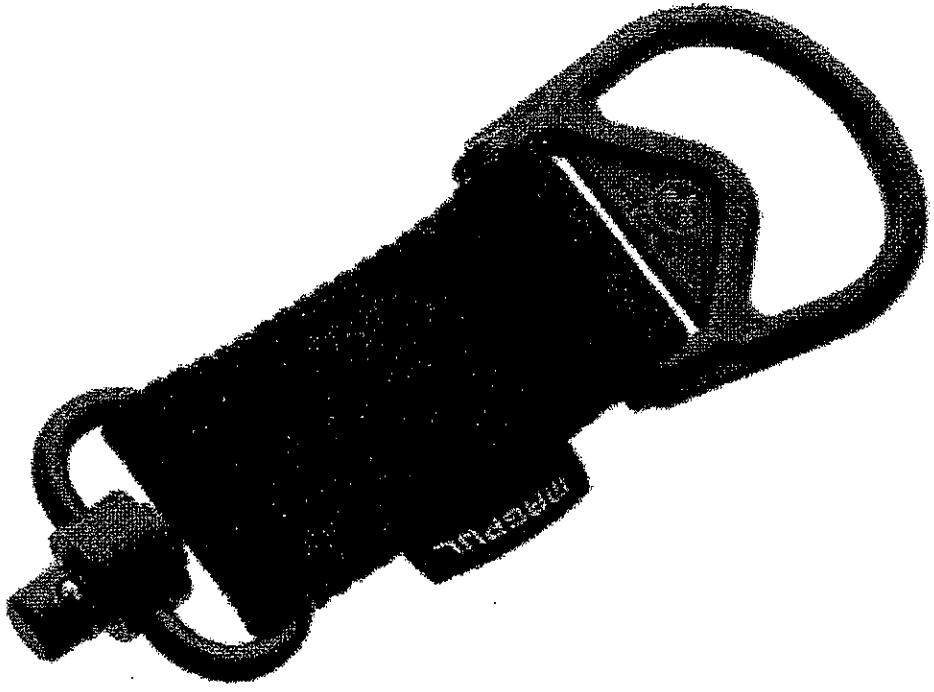
- Black

Product Details

The RSA QD provides a forward attachment point for the Magpul MS4® Sling and other push-button QD slings. Made from corrosion resistant steel, mounts on 1913 Picatinny rail, and places the attachment point at an angle optimized for comfortable two-point sling use while maintaining easy push-button access.

Made in U.S.A.

E.A.R.Export Administration Regulations Controlled Product



Specs

Features

- Combine with the MS1™ Sling (MAG513) and additional Paraclip™ (MAG541) to provide fast transition between one-point and two-point configuration
- Optional Paraclip™ shackle allows for easy transition and provides weapon quick-release capabilities in an emergency
- Heavy-duty, manganese-phosphate finished push-button QD Sling Swivel for one-point attachment
- Light weight yet durable hardware made with hardened steel and heavy-duty polymer
- Custom 1.25 inch wide nylon webbing material is strong and wear resistant while remaining anti-chafe for user comfort
- Colored webbing has Near Infrared (NIR) treatment to reduce IR signature

INFORCE WMLx

INFORCE WMLx WHITE

Product Description:

Specifications:

Outstanding performance. The INFORCE WMLx offers 500 lumens wrapped in an extremely efficient design. Like the INFORCE WML, constant and momentary modes are standard features as well as integral mounting and tool free install/removal. The intelligent beam pattern on the INFORCE WMLx offers a perfect blending of intense hot-spot and balanced peripheral light for medium range applications.

Run time: 2 hours

White Light Output: 500 Lumens

Bezel Diameter: 1.125 in. / 2.857 cm.

Length: 5.34 in. / 13.54 cm.

Weight with batteries: 4oz. / 113.4 g.

Item Number:

Body Color:

Product Features

YHM, in cooperation with Sound Technologies, is proud to bring you the Titanium Phantom Sound Suppression System. This suppressor features Titanium and Inconel 718 construction for increased strength, superior durability, and amazing weight savings. The proven performance of YHM's Phantom Flash Hider eliminates 99% of muzzle flash while the Sound Technologies baffle design (U.S. Patent #7,073,426) reduces muzzle noise by up to 35 dB. The fast attach design allows you to permanently install the Phantom Flash Hider and then install the Sound Suppressor without the use of tools when sound suppression is desired. Our Phantom Flash Hider system holds the sound suppressor firmly in place by hand tightening and allows the sound suppressor to be removed by hand when no longer needed. A gas seal keeps the threads clean so the suppressor will not bind, making removal a breeze. The Phantom Flash hider supports the sound suppressor in two places making misalignment nearly impossible, even if the sound suppressor is not fully tightened.

LINK TO SUPPRESSOR WARRANTY

Specifications

Caliber..... .223 / 5.56
Overall Length.....6.875 Inches
Diameter.....1.6 Inches
Weight..... 12 Ounces
Suppression Level..... -35 dB
Material.....Grade 9 Titanium and Heat Treated Inconel 718
Finish.....Natural Matte Finish
Method of Attachment.....Q.D. Flash Hider (or Muzzle Brake)
Rating..... .17HMR through 5.56mm
Full Auto Rated.....Limited Full Auto Rated

DANIEL DEFENSE®

» LIGHTER. STRONGER. BETTER...®

MANUAL

INSTRUCTIONS / SAFETY / MAINTENANCE

» DDM4® AND DD5™ FIREARMS

At Daniel Defense we always strive to do the right thing for our customers, and I stand committed to offering you the very best firearms and customer service in the industry. More than just a rifle manufacturer, Daniel Defense is represented by its employees, whose hard work and expertise add character to each and every firearm. Speaking for everyone at Daniel Defense, I cannot thank you enough for your business.

You will be satisfied with our products and service. I guarantee it.

Marty Daniel
Founder & CEO

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1.0
DANIEL DEFENSE FIREARMS

FIGURE 1 – DANIEL DEFENSE M4 CARBINE (V1)

FIGURE 2 – DANIEL DEFENSE M4 PISTOL (MK18)

FIGURE 3 – DANIEL DEFENSE M4 ISR

FIGURE 4 – DANIEL DEFENSE AMBUSH 6.8SPCII

FIGURE 5 – DD5™

Figure 2 and Figure 3 shown with Daniel Defense Fixed Front/Rear Sight combo (SKU 19-088-09116), available separately.

FIGURE 1

FIGURE 2

FIGURE 3

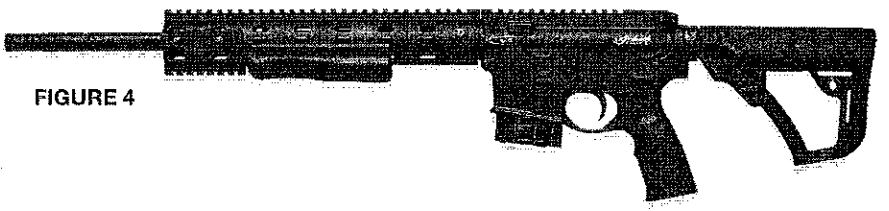


FIGURE 4

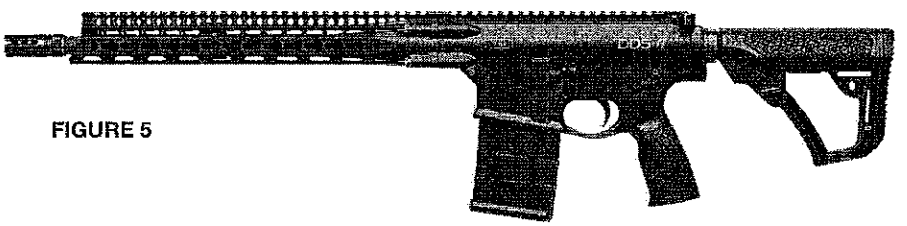


FIGURE 5

2.0
PRECAUTIONS

⚠ IMPORTANT: THIS DANIEL DEFENSE PRODUCT IS POTENTIALLY LETHAL! IT IS CLASSIFIED AS A FIREARM OR DANGEROUS WEAPON BY THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES.

⚠ IMPORTANT: READ AND UNDERSTAND THE ENTIRE USER MANUAL BEFORE REMOVING THE FIREARM FROM ITS PACKAGE. YOUR SAFETY AND THE SAFETY OF OTHERS REQUIRES YOU TO FOLLOW THE BASIC ADVICE ON THE PROPER HANDLING AND FUNCTIONING OF THIS DANIEL DEFENSE FIREARM.

⚠ WARNING: IF THIS FIREARM IS CARELESSLY OR IMPROPERLY HANDLED, UNINTENTIONAL DISCHARGE COULD RESULT AND COULD CAUSE INJURY, DEATH, OR DAMAGE TO PROPERTY.

NOTICE: Daniel Defense shall not be responsible for any injury, death, or damage to property resulting from any intentional, unintentional or accidental discharge of the firearm, or from any firearm function when used for any improper purpose for which it was not designed. Daniel Defense will not honor claims involving the firearm which resulted from careless or improper handling, unauthorized use and/or adjustment or unauthorized part(s) replacement, corrosion, neglect, or the use of improper-caliber ammunition, or the use of ammunition other than original high-grade, commercially available ammunition in good condition, or any combination thereof. Daniel Defense will not honor any such claims involving the firearm for any reason or cause when such claims are made by the second or subsequent owner.

⚠ IMPORTANT: BEFORE THE FIREARM LEFT THE DANIEL DEFENSE FACILITY IT WAS CAREFULLY INSPECTED AT EVERY STAGE OF THE MANUFACTURING PROCESS, BUILT BY HAND BY A TRAINED DANIEL DEFENSE ARMORER, TESTED BY A DANIEL DEFENSE QUALITY ASSURANCE INSPECTOR, AND PROPERLY PACKAGED. DANIEL DEFENSE CANNOT CONTROL THE PRODUCT AFTER IT LEAVES THE DANIEL DEFENSE FACILITY; AS SUCH, PLEASE CAREFULLY EXAMINE THE FIREARM, AT THE TIME OF PURCHASE, TO ENSURE THAT IT IS UNLOADED AND UNDAMAGED. THE AUTHORIZED DEALER AND/OR DISTRIBUTOR WILL BE PLEASED TO ASSIST YOU IN ANY SUCH EXAMINATION AND ANSWER ANY FURTHER QUESTIONS THAT YOU MAY HAVE.

The instruction manual should always accompany the firearm. If you lend, give or sell the firearm, be sure that the manual goes with it. Be sure to comply with all relevant federal and local regulations governing the firearm's proper possession and use.

If unfamiliar with firearms, seek further advice through safe-handling courses run by your local gun clubs, NRA-approved instructor, or similar qualified organizations.

3.0
SAFETY INSTRUCTIONS

Regardless of your experience level, we urge you to read this entire instruction manual carefully.

BASIC RULES FOR FIREARM SAFETY

1. **ALWAYS** treat every firearm as if it is loaded.
    a. Never take anyone else's word that a firearm is unloaded.
    b. Always visually inspect the chamber (and magazine, if equipped) yourself to ensure that the firearm is completely unloaded even if you just witnessed someone else perform this safety check.
    c. Always remove the magazine and lock the bolt to the rear before laying down or handing someone a firearm.
    d. Do not load your firearm until you are ready to shoot.
2. **NEVER** point the muzzle of a firearm at anything you do not wish to destroy.
    a. Always pay close attention to the direction of your muzzle at all times when carrying your firearm.
    b. Always unload your firearm before navigating difficult terrain (ie. fence crossings, hills, rocky or loose terrain, tree stands, etc.).
3. **ALWAYS** keep your finger off the trigger until your sights are on the target.
    a. Keep your finger on the receiver or trigger guard until ready to fire.
4. **ALWAYS** be sure of your target and beyond before firing.
    a. Understand what is behind your target should the bullet pass through.
    b. Understand where the bullet will go should you miss your target.
    c. Make sure your backstop is adequate to stop your bullets and large enough to accommodate for any misplaced shots.
    d. Never shoot at or near rocks, hard surfaces, water, or any other area which may cause a ricochet or make your bullet go off course and cause injury, death, or damage.
5. **NEVER** leave your firearm unattended or unsecured.
    a. Someone, including children, may pick up and cause damage, injury, and death with your firearm.
    b. Always instruct children and others in your household to respect firearms, and stress all aspects of firearm safety.
        - Refer to a qualified instructor for help in training, and supervise all activities closely.
    c. **YOU ARE RESPONSIBLE FOR YOUR FIREARM!**

⚠ WARNING: IF YOU TOUCH THE TRIGGER, YOU MUST EXPECT THE FIREARM TO FIRE. YOUR CAREFUL ADHERENCE TO THE SAFETY RULES CAN AVOID AN ACCIDENTAL DISCHARGE, AND YOU WILL THEREBY AVOID ACCIDENTAL INJURY AND DEATH. YOU ARE FULLY RESPONSIBLE FOR THE SAFE USE OF THE FIREARM AND FOR ANY DAMAGE, INJURY, OR DEATH CAUSED WITH IT.

⚠ WARNING: THIS FIREARM MAY DISCHARGE WHEN A ROUND IS FED INTO THE CHAMBER OR IF IT IS DROPPED/JARRED VIOLENTLY REGARDGLESS OF THE POSITION OF THE SAFETY SELECTOR AND WITHOUT THE TRIGGER BEING PULLED. THEREFORE, EXTRA CARE AND STRICT ADHERENCE TO THESE INSTRUCTIONS BY THE FIREARM USER IS MANDATORY FOR MINIMIZING THE RISK OF ACCIDENTS, DAMAGE, INJURIES, AND DEATH.

3.1
CAUTIONS

⚠ EQUIPMENT CAUTIONS

1. **ALWAYS BE SURE CHAMBER, BORE, SUPPRESSOR (IF EQUIPPED), AND ACTION ARE CLEAN AND CLEAR OF OBSTRUCTIONS.** Keep your firearm clean and well lubricated to ensure it will function correctly and safely.
2. **ALWAYS USE HIGH-QUALITY, COMMERCIALLY MANUFACTURED AMMUNITION THAT IS CLEAN, DRY, IN GOOD CONDITION, AND OF THE APPROPRIATE CALIBER FOR YOUR FIREARM.** Firearm and ammunition manufacturers design their products within exacting engineering safety limits. Hand-loaded and remanufactured ammunition are sometimes outside those limits and can potentially cause malfunctions or damage to the firearm as well as cause injury, death, or damage to other property.
3. **ALWAYS CHECK THAT AMMUNITION IS CLEAN AND UNDAMAGED BEFORE USING THE FORWARD ASSIST.** Forcing damaged ammunition into the chamber could damage your firearm and could result in injury, death, or damage to property.

⚠ SHOOTING CAUTIONS

1. **NEVER** consume alcohol or take drugs when handling firearms.
    a. Seek the advice of a qualified doctor if you are taking medication to ensure you are fit to shoot and handle your firearm safely.
2. **ALWAYS** wear personal protective equipment (PPE), including but not limited to safety shooting glasses and ear protection, when shooting or near others who are shooting.
    a. Failure to use proper ear protection will cause permanent hearing damage.
    b. Failure to use protective shooting glasses can result in damage to eyes and blindness from flying particles, propellant gasses, ricocheting fragments, and other debris.
    c. Always encourage spectators and others nearby to wear PPE.
3. **ALWAYS** keep your firearm's safety selector set to the "SAFE" position until your sights are on your target and you are ready to fire.
4. **ALWAYS** be careful of the direction your ejection port is pointed.
    a. Spent cartridges are ejected with enough force to cause injury to those standing near the shooter.
    b. If the ejection port is obstructed your firearm will malfunction, becoming jammed with spent cartridges.
    c. Never place fingers in ejection port as they could be burned by hot metal or injured by the bolt moving forward.
5. **NEVER** put your finger in the trigger guard until your sights are on the target and you are ready to shoot.
    a. Keep your trigger finger on the receiver, beneath the magazine button, when you are not ready to fire.
6. **ALWAYS** be sure of your target and what is beyond it.
    a. Bullets can travel great distances and still cause great damage and even death.
    b. If there is any doubt about your target or backstop or anything else, **DO NOT SHOOT!**

7. **NEVER** fire a firearm if you suspect water is in the barrel or gas tube.
    a. If your firearm is exposed to heavy rain, fog, or other sources of water, open the bolt and allow water to drain before firing.
    b. Be sure to clean and lubricate a wet firearm as soon as possible.
8. **NEVER** shoot your firearm near any flammable or explosive materials.
    a. Understand that flames may exit from your muzzle or ejection port.
9. **NEVER** fool around or act carelessly when handling or being around firearms.
    a. Your carelessness can result in severe damage, injury, or death.
10. **NEVER** follow another person when your firearm is loaded and ready to fire.
    a. Keep the safety selector set to "SAFE."
    b. Always pay attention to and control the direction of the muzzle.

⚠ MALFUNCTION CAUTIONS

IF YOU EXPERIENCE A FAILURE TO FIRE:

1. **ALWAYS** keep the firearm pointed in a safe direction.
2. Wait 30 seconds.
    a. If a hangfire (slow ignition) has occurred, the round will fire within 30 seconds. If round still does not fire after 30 seconds:
        - Cycle the bolt to eject the round.
        - Examine the primer.
            - If the firing pin indent on the primer is light, off center, or nonexistent, have your firearm examined by a competent gunsmith before continuing to fire.
            - If the firing pin indent on primer appears normal (in comparison with similar previously fired rounds), assume faulty ammunition; segregate the misfired round from all other live ammunition and empty cases, reload, and continue firing.

NOTE 1: It is normal for a light firing pin indent to appear on the primer of cartridges that have been fed into the chamber but not fired.

NOTE 2: Dispose of any misfired rounds in accordance with the ammunition manufacturer's instructions.

⚠ CLEANING AND STORAGE CAUTIONS

1. **ALWAYS** make sure your firearm is completely UNLOADED before you attempt to clean or store your firearm.
2. **ALWAYS** store your firearm and ammunition SEPERATELY and SECURELY out of reach of anyone who should not have access to them.
    a. Keep it out of reach of children and others who are not trained in the safe handling of firearms.
    b. Keep firearms and ammunition locked securely when not in use to prevent them entering the wrong hands.

⚠ FIREARM ABUSE CAUTIONS

1. **NEVER** abuse or mistreat your firearm.
    a. Keep, carry, and use it carefully.
2. **NEVER** use it for any purpose other than shooting.
3. **NEVER** dry fire when the upper is separated from the lower.
    a. The hammer can permanently damage the lower receiver.
4. **NEVER** alter parts.

⚠ SUPPRESSOR HANDLING CAUTIONS (DDM4 ISR)

1. **ALWAYS ENSURE THAT THE MONOLITHIC BAFFLE IS SECURE IN THE SUPPRESSOR ASSEMBLY BEFORE SHOOTING.**
    a. Upon cleaning or performing maintenance on the suppressor assembly, always ensure that the baffle is securely tightened in place before firing (See Section 5.6 Suppressor Maintenance for more details).
    b. Serious injury may result from improper baffle installation.
2. **NEVER DISCHARGE THE FIREARM WITH ANY LIQUID INSIDE OF SUPPRESSOR ASSEMBLY.**
    a. The presence of liquid may induce dangerous pressure fluctuations upon firing.
    b. Doing so may result in damage to the firearm, serious injury, or both.
    c. Always carefully remove any liquid (oils, solvents, etc.) before shooting.
3. **SUPPRESSOR WILL GET EXTREMELY HOT.** The suppressor will become extremely hot when fired and can retain heat for a long time.
4. **ALWAYS** be cautious of hand placement and the proximity of the barrel suppressor assembly to others and flammable objects.
5. **ALWAYS** be careful not to rest the hot suppressor against anything you don't want to damage, injure, or melt with heat.
6. **ANY MAINTENANCE REQUIRED PAST WHAT IS DESCRIBED IN THIS MANUAL SHOULD ONLY BE ATTEMPTED BY A QUALIFIED GUNSMITH.**
    a. Modifying or attempting to remove suppressor components other than the monolithic baffle may result in illegal modifications to the sound suppressor.
7. Contact Daniel Defense for any questions about repairing damaged components or further troubleshooting.

3.2
TRIGGER GUARD

The trigger guard is the strip below the trigger to protect it from damage and to help prevent accidental discharge. The integrated trigger guard on Daniel Defense firearms features radiused and beveled edges to accommodate shooters wearing gloves.

⚠ WARNING: KEEP YOUR FINGER OUT OF THE TRIGGER GUARD UNTIL YOU ARE READY TO SHOOT.

⚠ WARNING: USE EXTRA CAUTION WHEN USING GLOVES TO AVOID AN ACCIDENTAL/NEGLINGENT DISCHARGE.

3.3
SAFETY SELECTOR LEVER

DDM4 Firearms

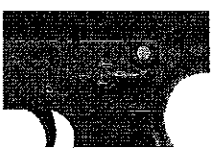
The safety selector lever is located on the left side of the lower receiver and has two positions: "SAFE" and "SEMI." When set to "SAFE," a cam bears upon the rear portion of the trigger, blocking the sear surface of the trigger and preventing the hammer from being released.

When set to "SEMI," the firearm will fire a single shot each time the trigger is squeezed, without manually reloading.

DD5 Firearms

The safety selector lever is located on both sides of the lower receiver and has two positions: "SAFE" and "SEMI." When set to "SAFE," a cam bears upon the rear portion of the trigger, blocking the sear surface of the trigger and preventing the hammer from being released.

When set to "SEMI," the firearm will fire a single shot each time the trigger is squeezed, without manually reloading.



Daniel Defense Machine Guns

Some law enforcement and military platforms feature a three-position safety selector, "SAFE," "SEMI," and a third position for fully automatic.

When set to "SAFE," a cam bears upon the rear portion of the trigger, blocking the sear surface of the trigger and preventing the hammer from being released.

When set to "SEMI," the firearm will fire a single shot each time the trigger is squeezed, without manually reloading.

When set to the third position, "AUTO," the firearm will fire continuously until either the trigger is released or the magazine is empty.

NOTE: The safety featured on Daniel Defense firearms is a mechanical safeguard. As with all mechanical systems, failures within this system are possible and may not be visible to the operator. ACTIVATING THE SAFETY SELECTOR LEVER TO THE "SAFE" POSITION DOES NOT MEAN THE FIREARM IS INCAPABLE OF FIRING IF MISHANDLED OR DROPPED.

3.4
BOLT-LOCKING SAFETY FEATURES

The firearm can fire only when the bolt is fully locked to the barrel extension, allowing the firing pin to move forward freely. The bolt carrier is designed in such a way that the firing pin cannot come in contact with the primer of the cartridge. The bolt carrier moves forward over the bolt, rotating it to the fully locked position within the barrel extension, allowing the firing pin to advance forward enough to fire the firearm. This prevents the cartridge from being fired before it is fully chambered and the bolt is fully rotated (locked) to the barrel extension. Even with the bolt locked, if you do not use the proper ammunition or your barrel is obstructed, your firearm could blow up or blow down through the magazine.

3.5
DISCONNECTOR

The disconnector is part of the firing mechanism that prevents the firearm from firing more than one time per trigger pull. As the hammer is cocked after each shot by the rearward movement of the bolt carrier, the disconnector engages the hammer to hold it rearward until the trigger is released. When the trigger is released, you will hear a "click" as the retention of the hammer passes from the disconnector to the sear surface of the trigger, making the rifle ready to fire again with the next trigger pull.

3.6
FAIL-SAFE FIRING MECHANISM

In case of any failure of the firing mechanism, the top of the hammer and the underside of the carrier are machined in such a way that, if the hammer was not held rearward by the disconnect or trigger sear surface, then the hammer would ride under the carrier and drop into engagement with the back of the firing pin to stop or prevent firing.

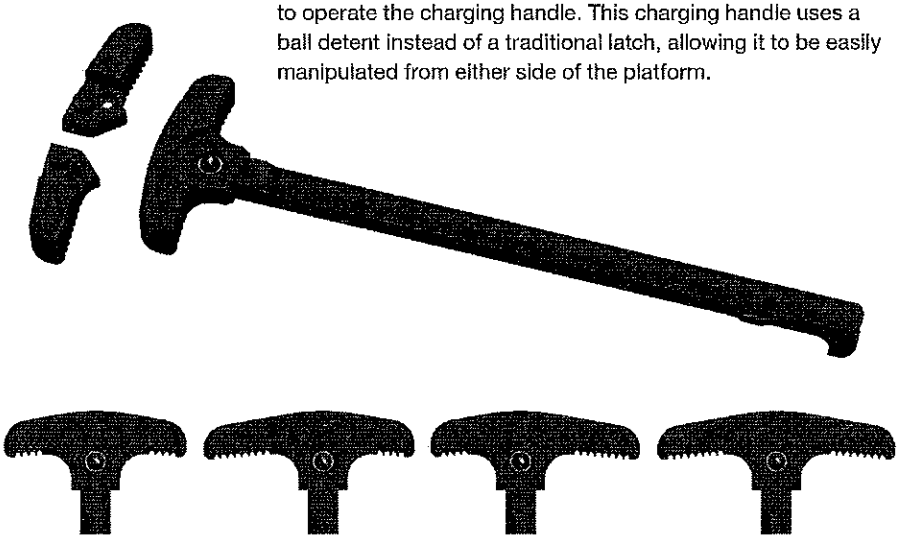
3.7
SEPARATION OF UPPER AND LOWER RECEIVERS

The lower receiver can be separated from the upper receiver by pushing in the takedown pin and pivot pin from left to right. If the pins are stiff, you can use the supplied chamber flag as a punch to push them in.

NOTE: The bolt carrier group must be in the full forward position in order to separate the upper receiver from the lower receiver.

3.8
DD5 MODULAR AMBIDEXTROUS CHARGING HANDLE

The DD5 platform has been designed with a modular, configurable, and latchless charging handle. Users can easily configure the charging handle, adding longer or shorter handles to either or both sides. Longer handles are useful on platforms utilizing magnified optics to avoid the ocular lens of the scope from interfering with your ability to operate the charging handle. This charging handle uses a ball detent instead of a traditional latch, allowing it to be easily manipulated from either side of the platform.



3.8.1
CONFIGURING THE DD5 MODULAR AMBIDEXTROUS CHARGING HANDLE

1. Read safety instructions in Section 3 and previous **CAUTIONS**.
2. Press in the rear takedown pin from the left-hand side of lower receiver and pull the pin out on the right-hand side of the receiver until it comes to a positive stop.
3. Pivot the lower receiver down and away from the upper receiver.
4. If required for more convenience, completely separate the upper receiver from the lower receiver by pressing the front takedown pin from the left-hand side of the lower receiver and pulling out the pin on the right-hand side of the receiver until it comes to a positive stop.
5. Pull charging handle to rear and remove the bolt carrier group.
6. Remove the charging handle by pulling it backward to the keyway and then down and out of the upper receiver.
7. Remove socket head screw with 1/16" hex wrench.
8. Remove handle from the bottom of the charging handle assembly.
9. Affix the desired length handle in bottom of the charging handle assembly.
10. Apply Loctite® to socket head screw, then tighten.
11. Re-install the charging handle assembly into the upper receiver by pushing it forward approximately 1.5" into the keyway and then up into the upper receiver (You can not insert the charging handle all of the way until it latches).
12. With the bolt fully extended forward, install bolt carrier group into the upper receiver. Orient the gas key so that it fits into the charging handle; slide entire bolt carrier group forward and latch the charging handle into the upper receiver.
13. Attach the upper and lower receivers together by orienting the front upper receiver pivot pin lug into the corresponding recess in the lower receiver. Push the pivot pin from right to left until fully seated.
14. Pivot the rear end of the receivers together and push the rear takedown pin from right to left until fully seated.

4.0
FUNCTION

Daniel Defense firearms have semi-automatic actions. With the action cocked, chamber loaded, and selector lever set to "SEMI," the firearm may be fired by squeezing the trigger. The trigger pivots, disengaging the trigger sear surface from the hammer. The hammer spring drives the hammer forward to strike the firing pin, which in turn strikes the primer in the base of the cartridge, igniting the priming compound, which ignites the main powder charge. High-pressure gasses produced by the powder charge push the bullet down the barrel, where rifling grooves impart a stabilizing spin to the bullet. As a bullet passes the gas port (a small hole in the top of the barrel below the gas block), gas escapes through the port, flows through the gas tube into the bolt carrier chamber, driving the bolt carrier group rearward. As the bolt carrier moves to the rear, the firing pin is withdrawn into the bolt while the cam track in the bolt carrier acts upon the bolt

cam pin, causing the bolt to rotate until its locking lugs are no longer in engagement with the lugs of the barrel extension. The bolt is now unlocked and is carried rearward by the bolt carrier. The extractor extracts the spent case and holds it against the face or bolt until the ejector throws the spent case through the ejection port. The bolt carrier group continues rearward, compressing the action spring and returning the hammer to its cocked position until the buffer assembly strikes the bottom of the receiver extension and stops. The action spring then forces the bolt carrier group forward as the face of the bolt pushes the next round of ammunition from the magazine and thrusts it into the chamber. Simultaneously, the extractor snaps into the groove of a cartridge case and the bolt locks into the barrel. The hammer is now held rearward by the disconnector until the trigger is released, causing the disconnector to rotate back, releasing the hammer. Before the disconnector's hook actually releases the hammer, the trigger sear surface has rotated in front of the hammer notch so the hammer is held on the trigger sear surface, making the firearm ready for another shot. Upon cycling the last shot from the magazine, the bolt catch is pushed upward by the magazine's follower, catching the bolt before it travels forward, locking it to the rear. With the bolt now locked open, the user can remove the empty magazine, replace it with a loaded one, and press the bolt catch paddle to disengage the bolt catch and load a live round into the chamber (be sure to follow safe loading procedures).

⚠ WARNING: THIS IS A SEMI-AUTOMATIC FIREARM AND IS LOADED AND READY TO FIRE AFTER EACH SHOT UNTIL THE MAGAZINE IS EMPTY. TO UNLOAD THE FIREARM, THE MAGAZINE MUST BE REMOVED AND THE BOLT CARRIER GROUP MUST BE PULLED TO THE REAR WITH THE CHARGING HANDLE TO EXTRACT ANY REMAINING ROUND FROM THE CHAMBER.

4.0.1
DDM4 ISR SOUND SUPPRESSOR FUNCTION

The Daniel Defense M4 ISR utilizes a specially designed Integral Sound Suppressor (or silencer) to reduce the noise signature, muzzle flash, and recoil of the discharging firearm. Upon exiting the muzzle, a fired projectile is followed by extremely hot propellant gases and unburned powder exiting at a very high velocity. This phenomenon is the cause for the loud muzzle blast associated with the discharge of a firearm. With the use of a sound suppressor, the muzzle blast is effectively contained and controlled, resulting in more gradual pressure reduction and a subsequently less violent muzzle blast. In addition, the design of the DDM4 ISR fully integrates the suppressor with the barrel and gas system of the host firearm. By doing so, a larger interior volume can be exploited to reduce back pressure that would otherwise force more fouling back into the firearm's barrel and upper receiver. A proprietary gas block has also been incorporated to allow functioning of both supersonic and subsonic loads without any additional modifications to the action of the firearm.

4.1
AMMUNITION SELECTION

⚠ WARNING: NOT ALL AMMUNITION WILL PRODUCE THE SAME RESULTS.

Daniel Defense recommends that you only use high-quality, commercially available ammunition that is clean, dry, in good condition and of the appropriate caliber for your firearm. The use of remanufactured or hand-loaded ammunition is not recommended. If you have any questions about the suitability of a particular type of ammunition, please contact the ammunition manufacturer or Daniel Defense Technical Support for more information.

FIREARM	SUITABLE AMMUNITION						
CHAMBERED FOR	.223 Rem	5.56mm NATO	6.8SPC (6.8x43mm)	300 BLK	300 Whisper®	7.62x51mm NATO	.308 Winchester
5.56x45mm NATO	YES	YES	NO	NO	NO	NO	NO
300 AAC Blackout	NO	NO	NO	YES	YES	NO	NO
6.8SPCII	NO	NO	YES	NO	NO	NO	NO
7.62x51mm NATO	NO	NO	NO	NO	NO	YES	YES

All Daniel Defense firearms are designed to function with a variety of brands and types of factory-manufactured ammunition in the appropriate caliber. Ammunition, and in particular, the projectiles the ammunition is loaded with are designed for a particular task, such as long-range target shooting, frangible target shooting, personal/home defense, big-game hunting, varmint hunting, etc. It is important to choose ammunition that is appropriate for the application. Consult with the information provided by the ammunition manufacturer when choosing the appropriate ammunition.

⚠ WARNING: IT IS VERY IMPORTANT TO CHOOSE THE APPROPRIATE AMMUNITION (VELOCITY AND BULLET DESIGN) FOR THE INTENDED APPLICATION

Daniel Defense recommends that after you read and understand this manual, you go to the range and fire different types of ammunition of the appropriate caliber and bullet design for your firearm and its intended use (target shooting, hunting, etc). Once you find the ammunition that functions best for your application, keep using it. To protect you and others from danger, and your firearm from being severely damaged, Daniel Defense does not recommend the use of any hand-loaded or remanufactured ammunition.

4.1.1
300 AAC BLACKOUT FIREARMS

⚠ NOT ALL AMMUNITION WILL PRODUCE THE SAME RESULTS.

All Daniel Defense firearms chambered in 300 AAC BLACKOUT are designed to function with a variety of brands and types of factory-manufactured ammunition in the appropriate caliber. These platforms were designed to be shot suppressed and unsuppressed utilizing various types of supersonic and subsonic ammunitions. Many subsonic types of ammunition are designed to be fired in conjunction with a sound suppressor. Testing indicates firing certain types of subsonic ammo without a sound suppressor can lead to failure-to-cycle issues and is not recommended.

4.1.2
DDM4 ISR AMMUNITION SELECTION

RELEVANT TERMS:

SPEED OF SOUND: approximately 1,126 feet per second (depending on altitude, temperature, humidity, etc.)
SUBSONIC AMMUNITION: Ammunition loaded to travel slower than the speed of sound.
SUPERSONIC AMMUNITION: Ammunition loaded to travel faster than the speed of sound.
MUZZLE FLASH: The visible light produced by the combustion of unburned gunpowder mixing with ambient air.
MUZZLE BLAST: The sound of escaping gasses after bullet leaves the barrel, produced by the gunpowder, which causes the "report" of a gunshot.
BULLET CRACK: The sound associated with the collision of the shockwaves created by an object traveling through the air faster than the speed of sound.

⚠ WARNING: NOT ALL AMMUNITION WILL PRODUCE THE SAME RESULTS.

The DDM4 ISR chambered in 300 AAC Blackout is designed to function with a variety of brands and types of factory-manufactured ammunition in the appropriate caliber, loaded to both supersonic and subsonic velocities. The ISR's integral suppressor is very effective at reducing both muzzle blast and muzzle flash. The other sound component sometimes found in gun shots is the "crack" of a supersonic projectile, which cannot be reduced by any silencer or suppressor. Ammunition for the 300 AAC Blackout and .300 Whisper can be purchased, usually around 190-220 grains, which are loaded with a powder charge that accelerates the projectile to just under the speed of sound. Subsonic 300 AAC Blackout ammunition often produces the best reduction in perceived sound in the ISR platform. Supersonic 300 AAC Blackout ammunition generally utilizes projectiles from 110 grains and up, accelerated to speeds faster than that of sound. Supersonic ammunition often offers a flatter trajectory and delivers more energy to the target.

4.2
SIGHTS

Depending on the particular platform, your firearm may have a mechanical sighting system, which allows you to adjust for variations in windage (horizontal adjustment) and elevation (vertical adjustment). The rear sight is adjustable for windage and the front sight is adjustable for elevation. The firearm has indexing numbers (T-Marks) on the mounting rails of the upper receiver and handguard to show locations for mounting accessories such as sights and optics. These indexing numbers allow the user to safely place the accessory back in the same location where it was mounted before being removed.

If your Daniel Defense firearm does not include mechanical sights, you can purchase the Daniel Defense Fixed Front/Rear Sight combo (SKU 19-088-09116).

4.2.1
FRONT SIGHT

The front sight post can be adjusted up or down for elevation to establish the point of bullet impact (zeroing). You may zero at any range (distance) you like, but after zeroing, the front sight post should not be moved again. The standard location for the Daniel Defense Rail Mounted Front Sight is the second-to-last T-Mark. The amount of change in elevation per click varies depending on the sight radius (distance between front and rear sight). **SEE ADJUSTMENT TABLE ON PAGE 19.**

4.2.2
REAR SIGHT

If your firearm is equipped with a Daniel Defense A1.5 Back-Up Iron Sight, the large aperture can be flipped back to bring the small aperture into use. A windage wheel on the right side of the sight can be turned to move the aperture to the right or left to adjust for windage (side to side). The standard location for the A1.5 Rear Sight is with the mounting screw on indexing mark T-1 of the upper receiver. The amount of change in windage per click varies depending on the sight radius (distance between front and rear sight). **SEE ADJUSTMENT TABLE ON PAGE 19.**

4.3
SIGHTING-IN/ZEROING THE FIREARM

RELEVANT TERMS:

MINUTE OF ANGLE (MOA) = 1/60th of a degree= ~1.047 Inches @ 100 yards

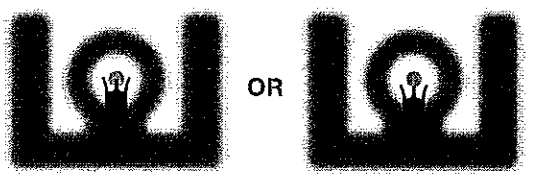
1 YARD = 0.91 Meters
1 METER = 1.09 Yards
1 INCH = 2.54 Centimeters
1 CENTIMETER = 0.39 Inches
TRAJECTORY: the path followed by a projectile
ZERO: the distance where the shooter's line of sight and the bullet's trajectory meet

The purpose of sighting-in or "zeroing" your firearm is to confirm that your rounds strike the target where you expect them to. The operator of the firearm must decide at which distance to zero the firearm, taking into consideration how the firearm is likely to be used.

⚠ IMPORTANT: THE TRAJECTORIES WILL VARY DEPENDING ON CALIBER, AMMO TYPE, WIND, TEMPERATURE, ALTITUDE, ANGLE TO THE TARGET, AND MANY OTHER VARIABLES.

If you are using any optics, please follow the sighting-in information provided by the manufacturer of the sighting system. The following is the procedure to sight in your Daniel Defense mechanical sights:

1. Be sure firearm is clean and properly maintained.
2. Confirm rear sight has small aperture in the up position.
3. Based on preference, decide whether to use "CENTER HOLD" or "6 O'CLOCK HOLD," and stick to it while sighting in your firearm.



"CENTER HOLD" **"6 O'CLOCK HOLD"**

4. Carefully aim at the target, take your time, and fire five rounds.
5. If the middle of your shot group is not centered on the target in ELEVATION, measure the distance up or down from the center of the target. Adjust the FRONT sight post by depressing the sight plunger, then turn the number of clicks calculated from the following chart:

ELEVATION CHANGE IN POINT OF IMPACT (FRONT SIGHT ADJUSTMENT)				
	VERTICAL CHANGE OF IMPACT PER CLICK			
	MOA	INCHES @ 25Y	INCHES @ 50Y	INCHES @ 100Y
V1, V2, V4, 300SBR, MK18, MK18 & 300 Pistol	1.9	0.5"	1.0"	2.0"
V3, V5, M4A1, MK12, V7, Ambush, ISR	1.6	0.43"	0.85"	1.7"
V9, V11, DD5v1	1.3	0.35"	0.7"	1.4"

DATA ASSUMES: Rear Sight @ T-1 and Front Sight @ second-to-last T-Mark or FSB

To move next shot group **UP**, turn front sight post **CLOCKWISE**

To move next shot group **DOWN**, turn front sight post **COUNTERCLOCKWISE**

6. If your shot group is not centered on the target in WINDAGE, measure the distance from the center of the target. Adjust the REAR sight by rotating the windage wheel on the right side the number of clicks you calculate from the following chart:

WINDAGE CHANGE IN POINT OF IMPACT (DD A1.5® REAR SIGHT)				
	HORIZONTAL CHANGE OF IMPACT PER CLICK			
	MOA	INCHES @ 25Y	INCHES @ 50Y	INCHES @ 100Y
V1, V2, V4, 300SBR, MK18, MK18 & 300 Pistol	1.34	0.35"	0.7"	1.4"
V3, V5, M4A1, MK12, V7, Ambush, ISR	1.14	0.30"	0.6"	1.2"
V9, V11, DD5v1	1	0.25"	0.5"	1.0"

DATA ASSUMES: Rear Sight @ T-1 and Front Sight @ second-to-last T-Mark or FSB

To move next shot group **RIGHT**, turn front sight post **CLOCKWISE**

To move next shot group **LEFT**, turn front sight post **COUNTERCLOCKWISE**

7. Repeat firing groups of five rounds and adjust the sights as described above until you are satisfied that the group is where you want it on the target. Your sights are now zeroed.

4.3.1
CONFIRMING ZERO

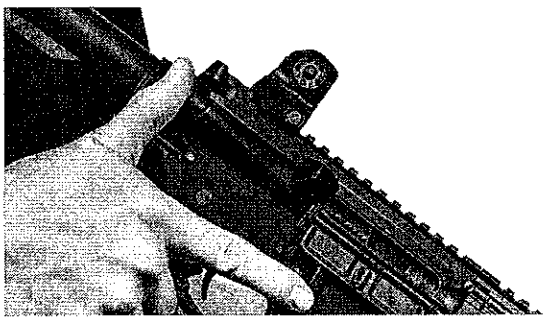
You should confirm zero or re-zero your firearm if you change ammunition, you travel to areas with new climate or atmospheric conditions, drop your firearm (check for damage before firing), remove and reattach sights or barrel, or change other parts of your firearm. After making sure your firearm is clean and in good condition, carefully aim at the target, take your time and fire five rounds. If your shot group is not where you intended it to be, re-zero your firearm using the steps described in Section 4.3.

4.4
TIPS ON AIMING

1. Relax, hold steady, and don't hold your breath.
2. Keep firearm level and do not tilt it sideways.
3. Keep tip of front sight in center of rear sight aperture.
4. Focus on tip of front sight, not on target.
5. When sight picture is correct, carefully squeeze trigger.

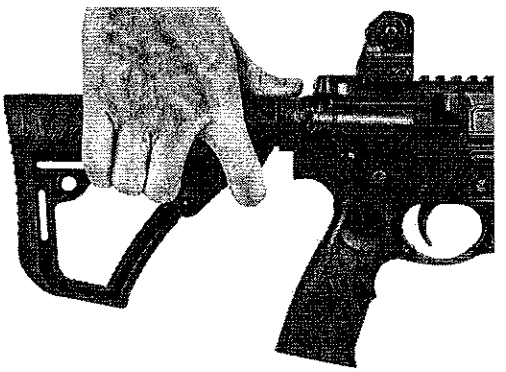
4.5
FORWARD ASSIST

The forward assist allows you to help the bolt lock into the barrel, but it will only be useful on rare occasions when the bolt fails to lock automatically. When you must use the forward assist, it is usually time for you to clean your firearm, paying particular attention to the cleanliness of the chamber and bolt. Hunters may find the forward assist useful when trying to load their firearms more quietly in the field. This is done by releasing the bolt slowly with the charging handle and then pushing the forward assist, forcing the extractor to engage the cartridge rim and locking the bolt into the barrel extension.



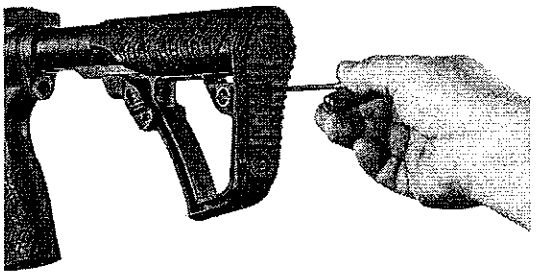
4.6
ADJUSTABLE BUTTSTOCK

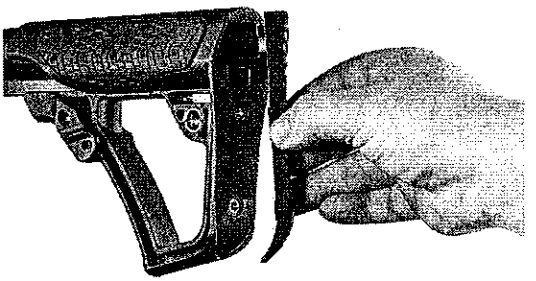
Daniel Defense rifles are equipped with a six-position collapsible buttstock. To extend or collapse the buttstock, press the front end of the release lever up against the buttstock and slide the buttstock forward or backward and release the lever to lock the buttstock at the desired position.



4.6.1
CHANGING BUTTPAD

The buttstock equipped on Daniel Defense rifles can be customized with two different buttpads or run with no buttpad at all. To change or remove the buttpad, use the following steps:



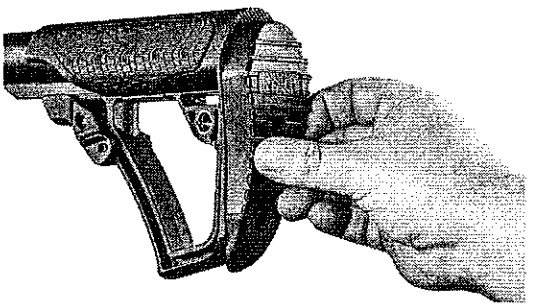


REMOVAL

1. Remove the two mounting screws from the buttpad with 1/8" hex wrench.
2. Remove the buttpad, bottom first, sliding down.

ATTACHING BUTTPAD

1. Slide the buttpad up, top first, ensuring its tab fits behind the top of buttstock.
2. Replace the two mounting screws and hand tighten with 1/8" hex wrench.



4.6.2
DDM4 PISTOL RECEIVER EXTENSION

Daniel Defense M4 Pistols are equipped with a Daniel Defense Pistol Receiver Extension.

⚠ WARNING: DDM4 PISTOLS ARE NOT DESIGNED TO BE FIRED FROM THE SHOULDER. MISUSING THE DDM4 PISTOL CAN CAUSE INJURY DUE TO PISTOL RECEIVER EXTENSION.

⚠ IMPORTANT: DDM4 PISTOLS ARE DESIGNED TO BE FIRED EXTENDED AT ARM'S LENGTH AND ARE COMPATIBLE WITH MANY ARM STRAPS AVAILABLE TO STABILIZE ONE-HANDED FIRING.

4.7
LOADING

TO LOAD A MAGAZINE:

⚠ WARNING: ALWAYS CHECK THAT AMMUNITION IS CLEAN, UNDAMAGED, AND THE CORRECT CALIBER BEFORE USING THE FORWARD ASSIST. FORCING DAMAGED OR INCORRECT-CALIBER AMMUNITION INTO THE CHAMBER CAN DAMAGE YOUR FIREARM AND CAN RESULT IN INJURY, DEATH, OR DAMAGE TO PROPERTY.

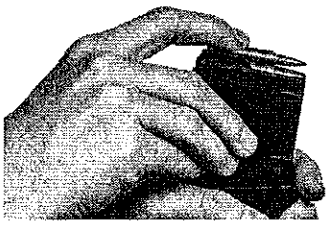
⚠ WARNING: ALWAYS CHECK THAT YOU ARE USING THE APPROPRIATE MAGAZINE FOR THE CALIBER OF THE PLATFORM AND THAT THE MAGAZINE IS CLEAN AND IN GOOD CONDITION.

FIREARM CHAMBER	CORRECT MAGAZINE
5.56x45mm NATO -	PMAG for AR15/M16 or equivalent Magazines
300 AAC Blackout -	PMAG for AR15/M16 or equivalent Magazines
6.8SCPII, 6.8x43mm -	PRI 6.8x43mm or equivalent Magazines
7.62x51mm NATO -	PMAG for LR/SR or equivalent Magazines
.308 Winchester -	PMAG for LR/SR or equivalent Magazines

⚠ WARNING: READ AND UNTERSTAND ALL SAFETY INSTRUCTIONS (SECTION 3).

1. Use only ammunition recommended in this instruction manual as suitable for your firearm and application. The caliber your firearm is chambered in will be engraved on the barrel near the chamber.

2. Examine the ammunition, particularly on and around the primer. Look for dents, scratches, and other signs of damage. Do not load damaged ammunition.
3. With short end of the magazine facing forward, place a round between the lips of the magazine with the bullet forward. Press the round down until it is held by the magazine lips. Place next round on top of previous round and repeat until desired number is loaded.

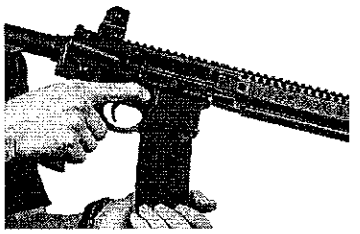


⚠ WARNING: TO MINIMIZE RISK OF UNINTENTIONAL DAMAGE, LOAD LIVE AMMUNITION INTO YOUR MAGAZINE ONLY WHEN YOU ARE ABOUT TO SHOOT.

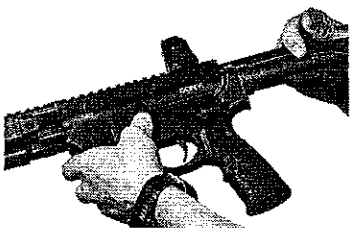
TO LOAD THE FIREARM:

⚠ IMPORTANT: READ SAFETY INSTRUCTIONS (SECTION 3) – KEEP YOUR FIREARM POINTING IN A SAFE DIRECTION AND DO NOT TOUCH THE TRIGGER.

1. Remove empty magazine by depressing magazine catch, which is located on the right side of the lower receiver (or on both sides of DD5), and extract magazine from the magazine well.



2. Press in on bottom of thumb piece of bolt catch while grasping and pulling back on the charging handle to cock the hammer and leave bolt and carrier latched open to the rear.



⚠ WARNING: THE BOLT CARRIER GROUP BEING LATCHED OPEN IS NOT A SAFE CONDITION WHEN A LOADED MAGAZINE IS INSTALLED.

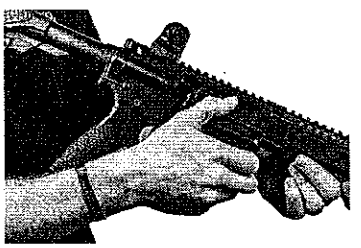
3. Return charging handle fully forward until it locks and remove finger from bolt catch.
4. Set selector lever (located on left of lower receiver) to "SAFE"; this will lock the trigger.
5. With bullet points facing forward, insert the loaded magazine into the magazine well and push upward until it stops and is locked by the magazine catch. When the magazine is inserted, pull down on the magazine to ensure it is fully seated in the magazine well.

   NOTE: MOST COMMON MAGAZINES LOADED TO FULL CAPACITY CANNOT BE SEATED IN ANY AR15/M4/M16 PLATFORM IF THE BOLT IS FORWARD. TO SEAT A FULLY LOADED MAGAZINE, BE SURE THE BOLT IS LOCKED TO REAR WITH BOLT CATCH.

6. Keeping fingers away from the ejection port and muzzle pointed in a safe direction, press in on top of the thumb piece of the bolt catch. This will release the bolt carrier group to move forward and feed a round from the magazine into the chamber.

   ⚠ WARNING: THE FIREARM IS NOW LOADED WITH A ROUND IN THE CHAMBER AND THE HAMMER IS COCKED.

7. You may now close the ejection port dust cover if you wish; it is located on the right-hand side of the upper receiver and will open automatically when the first round is fired.



⚠ WARNING: NEVER LEAVE YOUR FIREARM COCKED AND LOCKED, READY TO FIRE WITHOUT SELECTOR LEVER BEING SET TO SAFE, AS THIS IS THE FIRE CONDITION AND IS EXTREMELY DANGEROUS. FIREARMS CAN EASILY BE ACCIDENTALLY DISCHARGED, CAUSING INJURY, DEATH, OR DAMAGE TO PROPERTY.

⚠ WARNING: THIS FIREARM MAY DISCHARGE ACCIDENTALLY WHEN A ROUND IS FED INTO THE CHAMBER IF IT IS DROPPED OR RECEIVES A BLOW TO THE MUZZLE OR FRONT OF THE FIREARM. (THIS CAN OCCUR REGARDLESS OF THE POSITION OF THE HAMMER OR ANY OF THE VARIOUS SAFETY DEVICES.) THEREFORE, EXTRA CARE AND STRICT ADHERENCE TO THESE INSTRUCTIONS BY THE FIREARM'S USER IS MANDATORY FOR MINIMIZING THE RISK OF ACCIDENTS.

4.8
UNLOADING

⚠ WARNING: ALWAYS UNLOAD YOUR FIREARM IMMEDIATELY AFTER USE AND PRIOR TO CLEANING AND STORAGE TO MINIMIZE THE RISK OF ACCIDENTAL DISCHARGE.

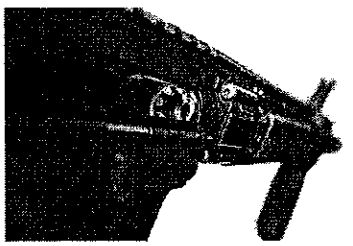
TO UNLOAD:

⚠ IMPORTANT: READ SAFETY INSTRUCTIONS. KEEP YOUR FIREARM POINTING IN A SAFE DIRECTION. DO NOT TOUCH THE TRIGGER AND KEEP HANDS AWAY FROM THE EJECTION PORT.

1. Set the safety selector lever to "SAFE."

   NOTE: THE HAMMER MUST BE COCKED TO PLACE THIS FIREARM ON "SAFE."

2. Press the magazine catch and remove the magazine.
3. Pull the charging handle to the rear and push in lower portion of bolt catch. If a round was in the chamber, it should have been ejected. If the last round was fired, the bolt carrier group should already be locked to the rear provided a magazine was in place.
4. **LOOK INTO THE CHAMBER THROUGH THE EJECTION PORT TO MAKE SURE THE CHAMBER IS EMPTY.**



5. When the magazine is removed and the chamber is empty, push the top portion of the bolt catch to allow the bolt carrier group to return forward.
6. Remove remaining live rounds by sliding them forward out of the magazine.
7. Collect live ammunition for safe storage and spent cartridge cases for disposal.

4.9
FIRING

Before firing, practice your stance, sight picture, and breathing for steady aim with your firearm UNLOADED. Practice firing on a range before using your firearm for any other type of shooting.

⚠ WARNING: ALWAYS WEAR AND ENCOURAGE OTHERS TO WEAR EAR PROTECTION WHEN SHOOTING, ESPECIALLY ON A RANGE. WITHOUT EAR PROTECTION, THE NOISE FROM YOUR FIREARM AND OTHER FIREARMS CLOSE TO YOU COULD LEAVE A "RINGING" IN YOUR EARS FOR SOME TIME AFTER FIRING, WHILE THE CUMULATIVE LONG-TERM EFFECT COULD BE PERMANENT HEARING LOSS.

⚠ WARNING: ALWAYS WEAR AND ENCOURAGE OTHERS TO WEAR PROTECTIVE SHOOTING GLASSES. FLYING PARTICLES COULD DAMAGE EYES AND CAUSE BLINDNESS; PROTECTIVE SHOOTING GLASSES SHOULD PREVENT SUCH INJURY.

⚠ WARNING: READ SAFETY INSTRUCTIONS IN SECTION 3. KEEP YOUR FIREARM POINTING IN A SAFE DIRECTION. DO NOT TOUCH THE TRIGGER AND KEEP HANDS AWAY FROM THE EJECTION PORT.

1. Load the firearm as previously described.
2. Grasp firearm with one hand on handguard and other hand on pistol grip with index finger resting along outside of trigger guard. Raise firearm and pull buttstock firmly into shoulder; adjust buttstock as necessary.

   ⚠ WARNING: DDM4 PISTOLS ARE NOT DESIGNED TO BE FIRED FROM THE SHOULDER. MISUSING THE DDM4 PISTOL CAN CAUSE INJURY DUE TO PISTOL RECEIVER EXTENSION.

   ⚠ IMPORTANT: DDM4 PISTOLS ARE DESIGNED TO BE FIRED EXTENDED AT ARM'S LENGTH AND ARE COMPATIBLE WITH MANY ARM STRAPS AVAILABLE TO STABILIZE ONE-HANDED FIRING.

3. Aim by aligning target with front and rear sights.
4. Move safety selector lever to "SEMI."
5. Keeping steady aim, place index finger on trigger and squeeze straight back until trigger releases hammer. Don't jerk the trigger as you will disturb your aim and ruin your accuracy. To fire the second and subsequent rounds, all that is necessary is to release the trigger and squeeze it again after every shot until you have completed firing or emptied the magazine.

   ⚠ WARNING: THIS IS A SEMI-AUTOMATIC FIREARM AND IS IMMEDIATELY LOADED AND READY TO FIRE AFTER EACH SHOT UNTIL THE MAGAZINE IS EMPTY. TO UNLOAD THE FIREARM, THE MAGAZINE MUST BE REMOVED, AND THE BOLT CARRIER GROUP MUST BE PULLED TO THE REAR WITH THE CHARGING HANDLE TO EXTRACT ANY REMAINING ROUND FROM THE CHAMBER.

   ⚠ WARNING: THIS FIREARM CAN ALSO BE FIRED WITHOUT A MAGAZINE IN PLACE.

6. Release trigger, remove finger from trigger, and set selector lever to "SAFE." If you have fired the last round from the magazine, the bolt will be held to the rear so that the firearm can quickly be reloaded by replacing the magazine, or the chamber can be inspected to make sure it is empty.

⚠ WARNING: WHILE FIRING, IF YOU NOTICE A DIFFERENCE IN SOUND OR RECOIL, STOP FIRING. A BULLET COULD BE STUCK IN THE BARREL. IF YOU FIRE AGAIN BEFORE CLEARING THE BLOCKAGE, THE BARREL MAY BULGE OR BURST AND CAUSE INJURY. IF THIS OCCURS, RETRACT THE BOLT SLOWLY TO REMOVE AND IDENTIFY THE FIRED CARTRIDGE CASE. CLEAR THE FIREARM AND MAKE SURE THE BORE IS CLEAR. ANY UNBURNED PROPELLANT OR OBSTRUCTION IN THE BORE MUST BE REMOVED BEFORE FIRING AGAIN TO PREVENT RISK OF DAMAGE AND INJURY.

⚠ WARNING: IF YOUR FIREARM FAILS TO FIRE, HOLD IT, KEEPING IT POINTED TOWARD THE TARGET AND WAIT 30 SECONDS. IF A HANGFIRE (SLOW IGNITION) HAS OCCURRED, THE ROUND SHOULD FIRE WITHIN 30 SECONDS. IF THE ROUND DOES NOT FIRE, REMOVE THE MAGAZINE, EJECT THE ROUND AND EXAMINE THE PRIMER. IF THE FIRING PIN INDENT ON THE PRIMER IS LIGHT, MISALIGNED OR NONEXISTENT, HAVE YOUR FIREARM EXAMINED BY A COMPETENT GUNSMITH. IF THE FIRING PIN INDENT ON THE PRIMER APPEARS NORMAL (IN COMPARISON WITH PREVIOUSLY FIRED ROUNDS) ASSUME FAULTY AMMUNITION; SEGREGATE THE MISFIRED ROUND FROM OTHER LIVE AMMUNITION AND EMPTY CASES; RELOAD AND CARRY ON FIRING.

NOTE: On Daniel Defense firearms (or any other AR platform), it is normal for a light firing pin indent to appear on cartridges which have been fed into the chamber, but not fired.

NOTE: Dispose of misfired rounds in accordance with ammunition manufacturer's instructions.

⚠ WARNING: ALWAYS KEEP YOUR FIREARM POINTING IN A SAFE DIRECTION.

⚠ WARNING: UNLOAD FIREARM AS DESCRIBED IN SECTION 4.8.

⚠ WARNING: IF YOU LOAD YOUR FIREARM BUT DO NOT FIRE IT, KEEP THE SAFETY SELECTOR LEVER SET TO "SAFE" UNTIL YOU ARE READY TO FIRE.

⚠ WARNING: NEVER LEAVE YOUR FIREARM COCKED READY TO FIRE WITHOUT SELECTOR LEVER SET TO "SAFE," AS THIS IS THE FIRE CONDITION AND IS EXTREMELY DANGEROUS. YOUR FIREARM CAN EASILY BE ACCIDENTALLY DISCHARGED, CAUSING INJURY, DEATH, OR DAMAGE TO PROPERTY.

5.0
MAINTENANCE

Your Daniel Defense firearm will perform better, last longer and remain safer when it is properly maintained. Follow the instructions in this section to keep your firearm in good condition.

⚠ WARNING: MAKE SURE THAT THE MAGAZINE IS REMOVED AND THAT THE FIREARM IS UNLOADED SO THAT IT CANNOT BE FIRED.

⚠ WARNING: ALLOW FIREARM TO COOL TO ROOM TEMPERATURE.

⚠ WARNING: ALWAYS WEAR SAFETY GLASSES TO PROTECT YOUR EYES FROM NOT ONLY SOLVENTS AND OILS BUT ALSO PARTS THAT ARE UNDER SPRING TENSION WHICH CAN BE PROPELLED WITH ENOUGH FORCE TO CAUSE SEVERE INJURY.

5.1
STRIPPING FOR CLEANING

⚠ IMPORTANT: TO PREVENT LOSS OF SMALL COMPONENTS DURING STRIPPING AND CLEANING, LAY THEM OUT IN AN ORDERLY FASHION.

1. Read and understand all safety instructions.
2. Press in the rear takedown pin from the left-hand side of lower receiver and pull the pin out on the right-hand side of the receiver until it comes to a positive stop.
3. Pivot the lower receiver down and away from the upper receiver.
4. If required for more convenience, completely separate the upper receiver from the lower receiver by pressing the front takedown pin from the left-hand side of the lower receiver and pulling out the pin on the right-hand side of the receiver until it comes to a positive stop.
5. Pull charging handle to the rear and remove the bolt carrier group.
6. Remove the charging handle by pulling it backward to the keyway and then down and out of the upper receiver.
7. Push in the firing pin retaining pin from right to left of the bolt carrier group and remove the pin by pulling it out to the left.
8. Tilt the bolt face up and remove the firing pin.
9. Push the bolt in toward the carrier until bolt rotates and comes to a stop, then turn the bolt cam pin through 90° (not necessary on DD5).
10. Remove the cam pin by lifting it out and away from the bolt and bolt carrier.
11. Pull the bolt forward and remove it from the bolt carrier.
12. Handguard maintenance:
    a. If dirt or debris has accumulated in and around the handguard, use compressed air for removal.
    b. Lubricate as needed.

c. If removal of handguard is deemed necessary, please take firearm to a qualified and competent gunsmith.
d. Removal/installation instructions and torque specifications are available from Daniel Defense.

NOTE: Removal is not necessary unless dirt has accumulated in or around the handguard.

13. Remove the buttstock from lower receiver (if equipped):
    a. Push the release lever up and extend the buttstock fully.
    b. Pull tabs of buttstock latch, compressing spring completely, and slide buttstock off the receiver extension.
14. Depress the buffer, maintaining pressure as the buffer is under spring tension, to prevent it from being ejected when the buffer retainer pin is depressed. Depress the buffer retainer pin to permit the buffer and the action spring to move forward. Depress the hammer to allow the action spring and the buffer assembly to continue moving forward and be completely removed from the receiver extension.

⚠ IMPORTANT: DO NOT STRIP YOUR FIREARM FURTHER THAN PREVIOUSLY DESCRIBED. IF ADDITIONAL MAINTENANCE IS REQUIRED, SEE "SERVICE AND REPAIR" LATER IN THIS INSTRUCTION MANUAL. REASSEMBLE YOUR FIREARM BY REVERSING THE STRIPPING PROCEDURE ALREADY DESCRIBED, AND MAKE SURE THAT THE CAM PIN IS PROPERLY INSTALLED.

⚠ WARNING: IF YOU ATTEMPT TO FIRE WITHOUT THE BOLT CAM PIN INSTALLED, DAMAGE TO FIREARM OR INJURY MAY RESULT.

5.2
WHEN TO CLEAN

BEFORE FIRING, make sure that the barrel and the chamber are clean and dry. After firing, clean your firearm as soon as possible so that the job will be easier and there will be less opportunity for corrosion to start.

PERIODICALLY, when your firearm has not been fired, we suggest you clean it when necessary and at least once or twice a year in a temperate climate, or as often as once a week in a tropical climate.

IF YOU CARRY A LOADED FIREARM, UNLOAD it and clean when necessary and at least once a month. If you get your firearm wet, clean it as soon as possible.

5.3
HOW TO CLEAN

Materials:

- Personal Protective Equipment: chemical-resistant gloves, mask, and eye protection
- Good-quality cleaning rod (coated is preferable for protecting barrel)
- Brass jag or loop of correct caliber (5.56mm = .22 caliber, 6.8mm = .277 caliber, 300BLK = .30 caliber, .308 win = .30 caliber)
- Cotton bore-cleaning patches (cut to size to fit snuggly in bore)
- Nylon bore brush of correct caliber (see above for size)
- Nylon chamber brush of correct caliber (5.56, 300BLK, 6.8 = M16/AR-15 Brush, 308 = 308AR Brush)
- Nylon bristle all-purpose cleaning brush or toothbrush
- Firearm cleaning solution: Use only high-quality firearm cleaning solutions when cleaning your Daniel Defense firearm. There are many good options when it comes to cleaning your firearm. Check with the cleaning solution's manufacturer to see if it is correct for your application, and be sure to follow their directions carefully.

⚠ WARNING: BE SURE TO REMOVE OR NEUTRALIZE ANY AMONIA-BASED CLEANING SOLUTIONS FROM THE FIREARM AS THEY CAN CAUSE PERMANENT DAMAGE.

Optional but recommended equipment:

- Bore guide: this helps to prevent users from damaging the barrel by keeping cleaning rod in line with the bore.
- Bore light: inserted at muzzle, a bore light will help user inspect rifling from the rear of receiver while keeping firearm pointed in a safe direction.
- Chamber mop: helps clean chamber and lead more effectively then chamber brush alone.

Procedure:

⚠ WARNING: ENSURE THAT THE FIREARM IS NOT LOADED.

⚠ WARNING: ALLOW FIREARM TO COOL TO ROOM TEMPERATURE BEFORE ATTEMPTING CLEANING/MAINTENANCE.

⚠ WARNING: USE PROPER PROTECTIVE EQUIPMENT: GOGGLES, MASK, AND CHEMICAL GLOVES.

⚠ WARNING: IMPROPER CLEANING TECHNIQUES CAN PERMANENTLY DAMAGE FIREARM AND LEAD TO DEGRADATION IN ACCURACY AND REDUCED LIABILITY.

⚠ WARNING: CLEANING FIREARMS, DISCHARGING FIREARMS IN POORLY VENTILATED AREAS, OR HANDLING AMMUNITION MAY RESULT IN EXPOSURE TO LEAD AND OTHER HARMFUL SUBSTANCES WHICH ARE KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS, REPRODUCTIVE HARM, AND OTHER SERIOUS PHYSICAL INJURY. HAVE ADEQUATE VENTILATION AT ALL TIMES. BE SURE TO ALWAYS WASH HANDS THOROUGHLY AFTER POSSIBLE EXPOSURE.

1. Strip for cleaning as previously described.

   NOTE: Avoid contact between the cleaning rod and the muzzle as resultant wear will greatly reduce accuracy.

2. Attach a cotton flannel patch to end of the cleaning rod, insert it in the chamber and pass the rod and patch down through the barrel and out the muzzle. Remove used patches at muzzle to avoid pulling it back through the bore. Repeat, changing patches with each pass through the barrel, until the last patch comes out clean.

   NOTE: Avoid pulling dirty patches back through the barrel.

3. Visually inspect the barrel; if it is clean, proceed directly with step 8, but if it remains dirty, continue with step 4.

   NOTE: Items 4 & 5 should be applicable only after firing.

4. Attach nylon wire-bristle bore-cleaning brush to cleaning rod and dip brush in firearm-cleaning solution. Thoroughly scrub out barrel, passing the brush all the way through before reversing the movement. If you try to change direction with the brush in barrel, the brush can get stuck and cause damage to barrel.
5. Attach the larger chamber-cleaning brush to the cleaning rod, dip the brush in bore-cleaning solution, and clean the chamber. Use a minimum of five plunge strokes and three 360° clockwise rotational strokes.
6. Repeat steps 2 and 3 above.

7. Use an all-purpose nylon cleaning brush and firearm-cleaning solution to clean all carbon and powder residue from around the gas tube in the upper receiver, bolt locking lugs, bolt rings, firing pin, bolt cam pin, lip of the extractor, and inside the bolt carrier group.

   ⚠ IMPORTANT: DO NOT USE A WIRE BRUSH ON ALUMINUM SURFACES SUCH AS THE UPPER AND LOWER RECEIVERS AND THE HANDGUARDS. IF CLEANING IS NECESSARY, AVOID SCRATCHES AND WEAR BY USING A SMALL NYLON BRUSH OR FLANNEL PATCH.

8. Wipe all components clean and dry and inspect them for excessive wear, corrosion or mechanical damage. If any of these conditions are discovered, have them corrected before firing again. (See Servicing and Repair later in this section.)
9. Lightly dampen a flannel patch with gun oil and pass it once through the barrel, leaving a thin film of oil on the inside surface. Leave this film of oil on the surface if firearm is to be stored. If it is not being stored, or if it is being removed from storage for use, pass the dry patch through the barrel and chamber to remove as much oil as possible.

10. Check that flannel or brush bristles have not become lodged in any part of firearm, then lightly lubricate (See Section 5.4).
11. Remove any gun-cleaning solution, oil, and fingerprints from the outside surfaces of the firearm. (Finger moisture, if left, could start a corrosion process.)
12. Reassemble the firearm:
    a. Insert the buffer/action spring and buffer into the receiver extension/ buffer tube on the rear of the lower receiver. The buffer retaining pin should prevent any forward movement of the buffer/action spring.
    b. Install the buttstock onto the lower receiver. Pull the release lever down and push the buttstock forward on the receiver extension/buffer tube.
    c. Insert the bolt into the bolt carrier. Take care to ensure the chamfered edge of the bolt body where the cam pin sits is facing downward. The cam pin should be inserted from the opposite side of the chamfered edge. Another way to ensure proper bolt installation is to verify that the extractor is oriented to the right side of the bolt carrier.
    d. Insert the cam pin into the bolt and bolt carrier.
    e. Rotate the cam pin 90 degrees to allow the firing pin to fully seat into the bolt (not necessary on DD5).
    f. Insert the firing pin.
    g. Insert the firing pin retaining pin from the left to right of the bolt carrier.
    h. Install the charging handle into the upper receiver by pushing it forward approximately one inch *(1.5" on DD5)* into the keyway and then up into the upper receiver. You will not insert the charging handle all of the way until it latches.
    i. With the bolt fully extended forward, install bolt carrier group into the upper receiver. Orient the gas key so that it fits into the charging handle. Slide entire bolt carrier group forward and latch the charging handle into the upper receiver.
    j. Attach the upper and lower receivers together by orienting the front upper receiver pivot-pin lug into the corresponding recess in the lower receiver. Push the pivot pin from right to left until fully seated.
    k. Pivot the rear end of the receivers together and push the rear takedown pin from right to left until fully seated.

5.4
LUBRICATING/PRESERVATION

Use only high-quality gun oil when lubricating your Daniel Defense firearm. There are many good options when it comes to lubricating your firearm. Check with the lubricant's manufacturer to see if it is correct for your application.

Lubrication Points:

- Bolt Carrier Group:
  - Carrier Rails
  - Cam Pin
  - Bolt Lugs
  - Extractor Pin
  - Extractor
  - Gas Rings
  - Firing Pin
  - Firing Pin Retaining Pin
  - Ejector(s)
- Fire Control Group:
  - Hammer
  - Trigger
  - Pins
  - Disconnector
  - Selector
- Mag Catch
- Bolt Catch
- Bolt Release (DD5)
- Ejection Port Cover
- Forward Assist
- Takedown Pin
- Pivot Pin
- Buffer Retaining Pin
- Buffer Spring
- Buttstock Latch
- Charging Handle
- Sight Aperture Pivot Point
- Sight Adjustment Wheel
- Front Sight Detent

Preservation:

⚠ IMPORTANT: AREAS WITH EXCESSIVE HUMIDITY, SALT (COASTAL AREAS), DUST, ETC WILL REQUIRE MORE AGGRESSIVE PRESERVATION EFFORTS.

The use of quality preservatives/corrosion inhibitors can extend the life of the firearm and make cleaning easier. They provide a barrier between the firearm and contaminants (dirt, dust, fouling, etc.) and corrosives (moisture, salt, etc.). It is important to protect areas of your firearm with a high-quality gun oil/lubricant or preservative, especially the steel components, including the barrel, gas block, muzzle device, pins, forward assist, ejection port cover, etc. Many commercially available gun oil/lubricants are also designed to be preservatives. Check with the lubricant's manufacturer to see if it is suitable for use as a preservative/corrosion inhibitor.

5.5
CLEANING THE MAGAZINE

For all cleaning, maintenance, and care instruction, please refer to the magazine manufacturer.

5.6
DDM4 ISR SOUND SUPPRESSOR MAINTENANCE

The suppressor assembly of a DDM4 ISR is designed with minimal maintenance in mind, and the removal of the monolithic baffle is NOT necessary for normal cleaning of the firearm. Only after degradation in sound reduction or extreme fouling (i.e., mud or debris inside the suppressor) should removing the monolithic baffle be required. A simple preventative maintenance schedule should be all that is necessary to ensure that the suppressor remains clean and ready for use.

Follow the instructions in this section to maintain your firearm's suppressor in peak condition.

⚠ WARNING: MAKE SURE THAT THE MAGAZINE IS REMOVED AND THAT THE FIREARM IS UNLOADED SO THAT IT CAN NOT BE FIRED.

⚠ WARNING: WEAR SAFETY GLASSES AND CHEMICAL-RESISTANT GLOVES.

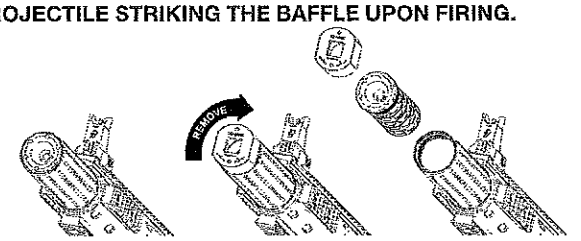
5.6.1
STRIPPING FOR CLEANING

1. Follow the instructions presented in Section 5.1 for the stripping procedure of the upper receiver group.
2. *WITHOUT REMOVING HANDGUARD*, carefully inspect the outside of the suppressor assembly that extends underneath the handguard for debris or corrosion. Clean with compressed air, and lubricate as needed.

   NOTE: If removal of handguard is required, please take firearm to a qualified gunsmith.

3. If removal of the monolithic baffle is deemed necessary:
   a. Gently secure the suppressor assembly using a soft-jawed clamp or vise by the suppressor. Securing by the upper receiver may result in excessive torque applied to the barrel and is not recommended.
   b. Place the two pins on the front face of the DDM4 ISR Removal Tool (provided with your firearm) into the holes located on the muzzle end of the monolithic baffle (See Figure 2 below).
   c. Using either an 1.25" crescent wrench or a ½" square-drive torque-limiting wrench (preferred), turn the tool clockwise to loosen (the threads that hold the baffle in place are left-hand oriented).
   d. Slowly back the monolithic baffle out of the suppressor assembly until it is free and clear of outer tube.
   e. For reassembly after cleaning, install the baffle in the same manner as removal, turning the tool counterclockwise. If using a torque wrench, tighten to 15-20 lb-ft (preferred), or tighten until baffle is held securely snug with a standard wrench.

⚠ WARNING: DO NOT OVER TIGHTEN PAST 20 LB-FT. THIS MAY DAMAGE THE SUPPRESSOR ASSEMBLY AND RESULT IN THE PROJECTILE STRIKING THE BAFFLE UPON FIRING.



5.7
STORAGE

⚠ WARNING: ALWAYS UNLOAD YOUR FIREARM FOR STORAGE AND STORE AMMUNITION SEPARATELY.

Store your firearm and ammunition securely locked in separate locations out of the reach and sight of children. (Children are naturally curious and do not always believe or understand the real danger and responsibilities of firearms.)

NOTE: Do not store your firearm in an airtight container, and do not seal or attempt to seal the barrel to exclude dust, as an internal steel surface is more likely to corrode.

5.8
SERVICING AND REPAIRING

Should your firearm require adjustment or repair, make sure it is NOT LOADED and call Daniel Defense for specific instructions on where to send the firearm. For spare parts, seek advice from your dealer, who should have up-to-date information on how to best obtain genuine Daniel Defense parts.

An illustration and list of part names are included in the next section of this instruction manual to help you identify the parts you need, but it is most important to note that all parts are not available for sale. Those parts that are available should be installed by Daniel Defense or by a competent gunsmith. When ordering parts, please provide the part name as it is given on the parts list along with the serial number of the firearm.

⚠ IMPORTANT: IF YOU MAKE UNAUTHORIZED ADJUSTMENTS OR USE UNAUTHORIZED PARTS, DANIEL DEFENSE WILL NOT ASSUME RESPONSIBILITY FOR THE FUNCTIONING OF THIS FIREARM.

NOTE: THIS FIREARM IS MANUFACTURED TO PERFORM PROPERLY WITH THE ORIGINAL PARTS AS DESIGNED. IT IS YOUR DUTY TO MAKE SURE ANY PARTS YOU BUY ARE INSTALLED CORRECTLY AND THAT NEITHER REPLACEMENTS NOR ORIGINALS ARE ALTERED OR CHANGED. THIS IS WHY SENDING IT BACK TO THE MANUFACTURER IS HIGHLY RECOMMENDED. YOUR FIREARM IS A COMPLEX TOOL WITH MANY PARTS THAT MUST RELATE CORRECTLY TO OTHER PARTS.

PUTTING A FIREARM TOGETHER INCORRECTLY OR WITH MODIFIED PARTS CAN RESULT IN A DAMAGED FIREARM AND DANGER, INJURY, OR DEATH TO YOU AND OTHERS THROUGH MALFUNCTION. ALWAYS LET A QUALIFIED GUNSMITH WORK ON YOUR FIREARM AND CHECK ANY WORK YOU THINK WAS NOT PERFORMED BY A GUNSMITH. WE AT DANIEL DEFENSE THINK THIS IS A SMALL PRICE TO PAY FOR FIREARMS SAFETY.

NOTE: Various Federal and State laws and local ordinances govern the transfer and transportation of firearms. Take the advice of the dealer in your state on how to send your firearm to Daniel Defense. Before shipping your firearm, take note of some important points to remember:

⚠ WARNING: MAKE SURE THE MAGAZINE IS EMPTY AND THE FIREARM IS NOT LOADED. (SEE PAGE 26)

1. Prior to sending a firearm to Daniel Defense, an RMA (Return Merchandise Authorization) can be obtained by calling 1-866-554-GUNS (4867).
2. Do not send presentation boxes, accessories, or explosive components.
3. Daniel Defense's address for receiving packages is:

DDA, INC.
58 FIREFLY DRIVE
RIDGELAND, SC 29936

NOTE: Do not indicate the contents or include "DANIEL DEFENSE" in the address on the pack so that an inquisitive thief is not attracted to it by such information.

4. Make sure that the package contents are insured against loss or theft.

FIREARM RECORD

Daniel Defense Product: _____

Firearm Serial #: _____

Suppressor Serial #: _____

Caliber: _____

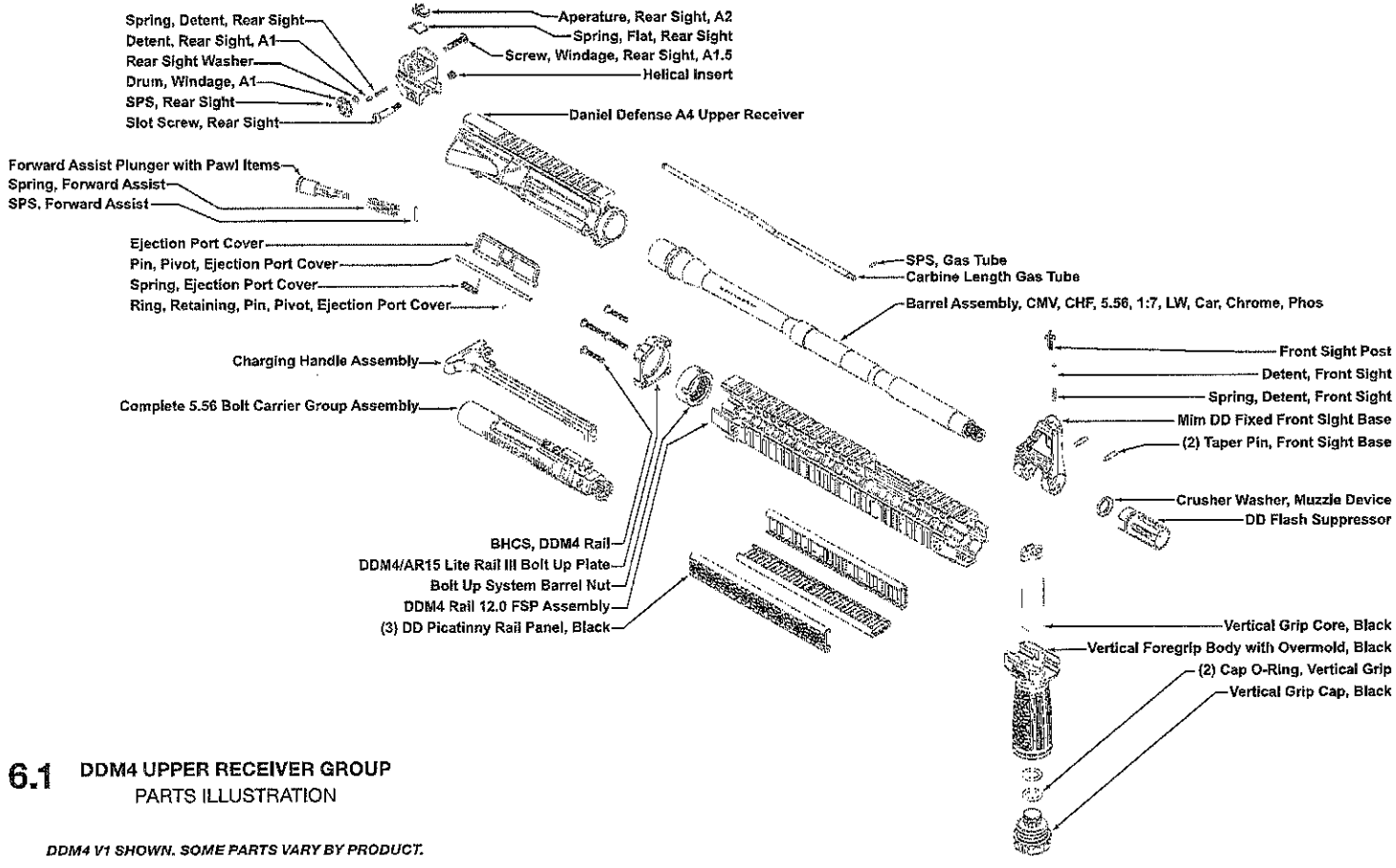
Purchased From: _____

Date Purchased: _____

Purchase Price: _____

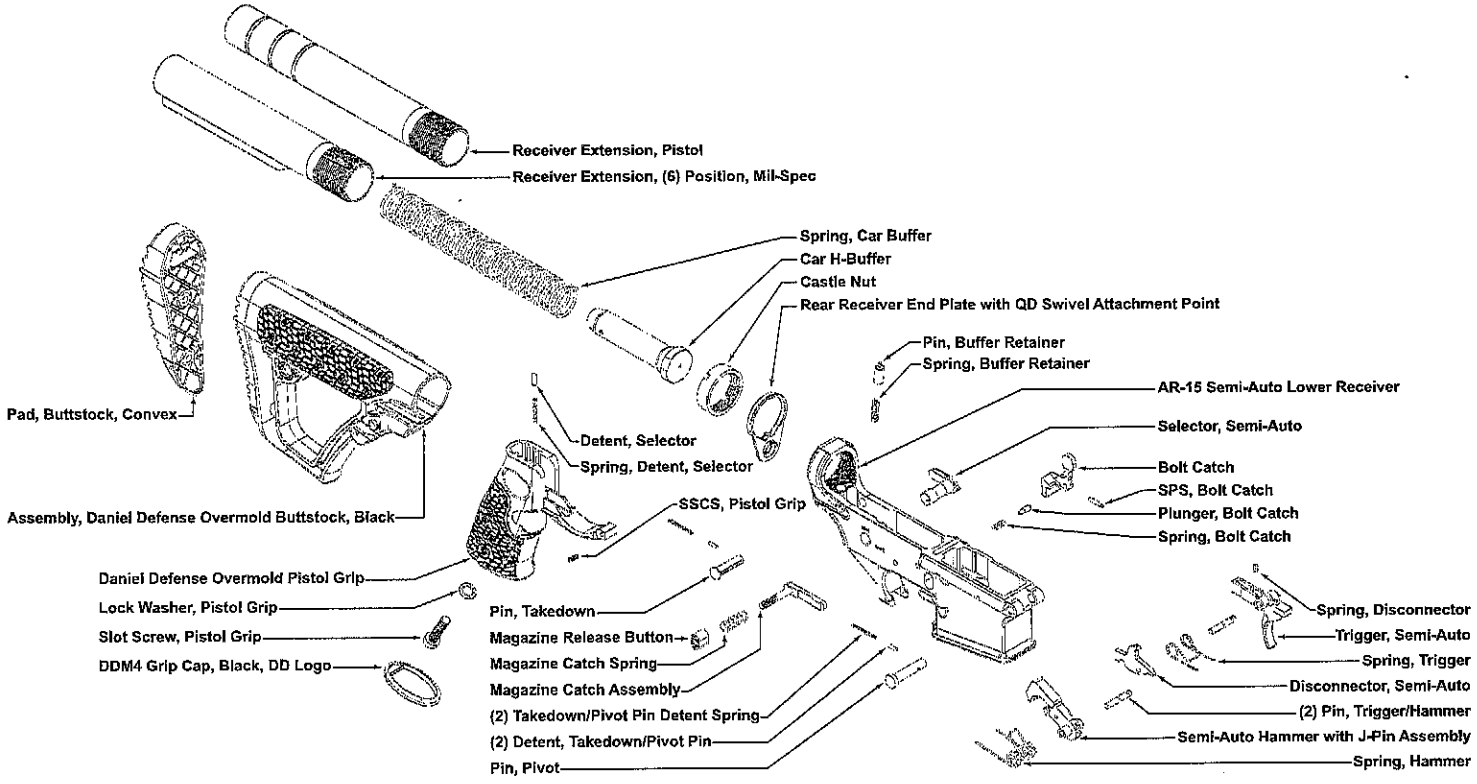
6.0
PARTS ILLUSTRATIONS & LISTS

These images are provided so you may identify names of parts for your own interest. However, for adjustment, repair or spare parts information see, Section 5.8 "Servicing and Repair."

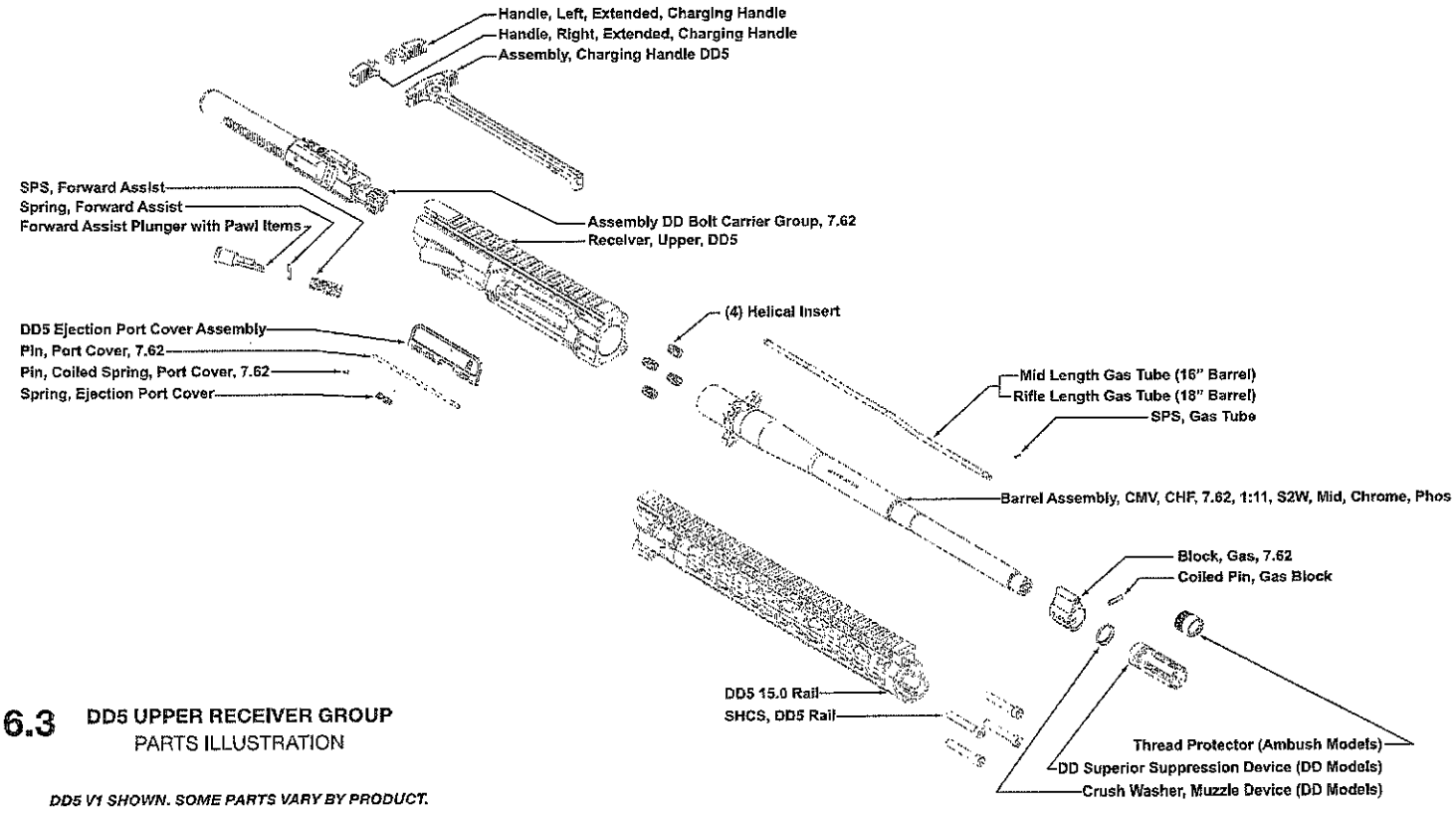


6.1 DDM4 UPPER RECEIVER GROUP
PARTS ILLUSTRATION

DDM4 V1 SHOWN. SOME PARTS VARY BY PRODUCT.

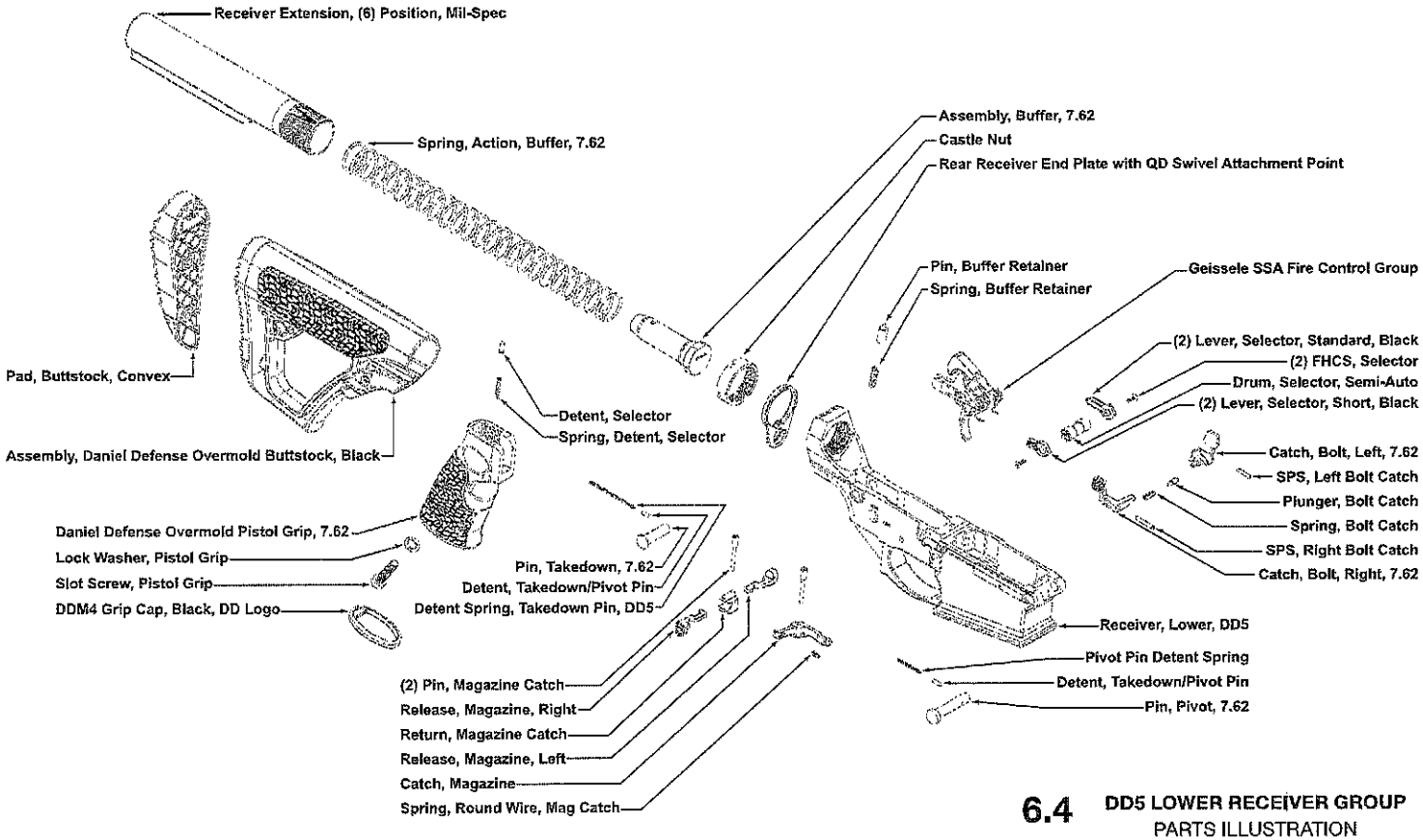


6.2 DDM4 LOWER RECEIVER GROUP (CARBINE AND PISTOL)
PARTS ILLUSTRATION

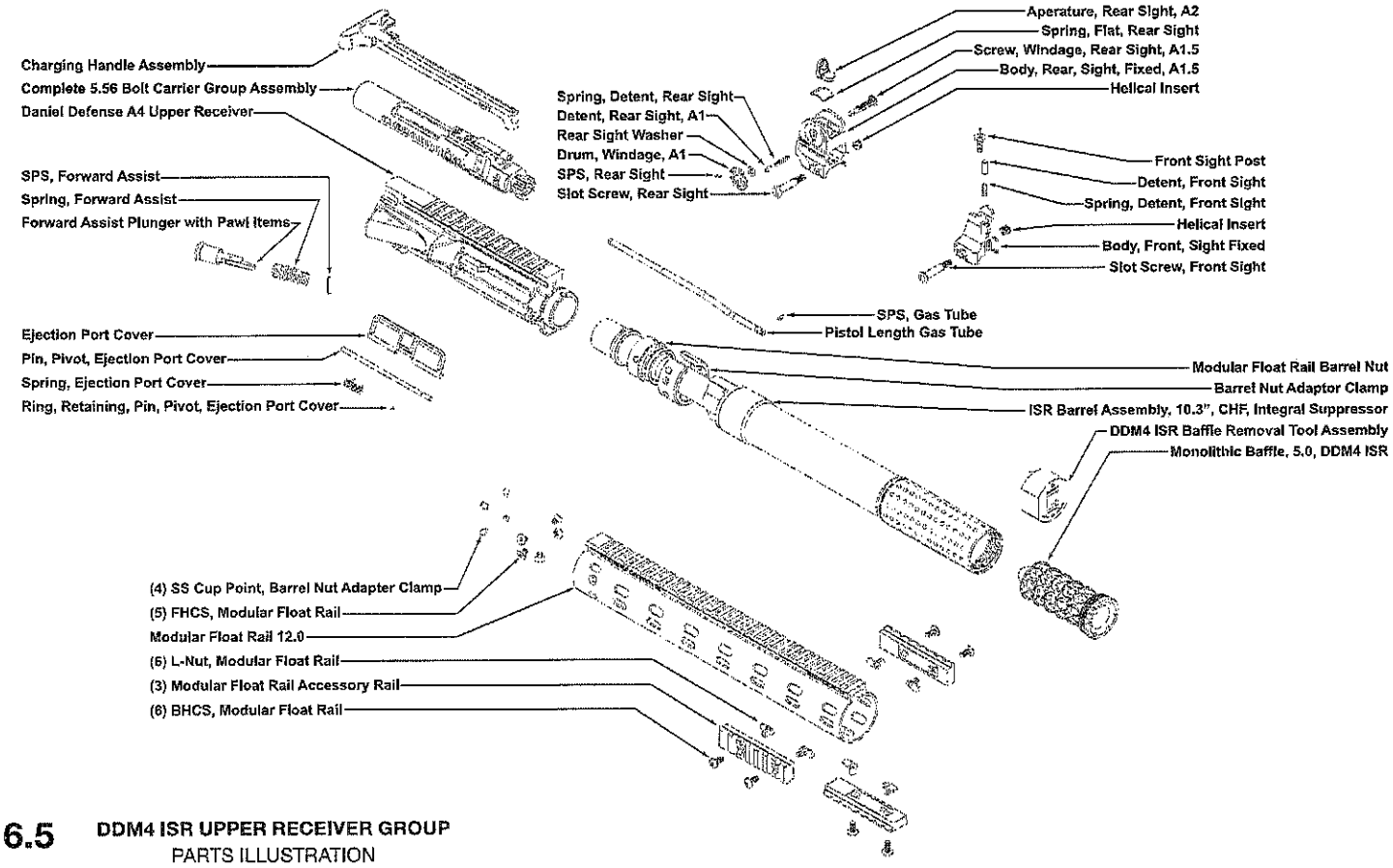


6.3 DD5 UPPER RECEIVER GROUP
PARTS ILLUSTRATION

DD5 V1 SHOWN. SOME PARTS VARY BY PRODUCT.

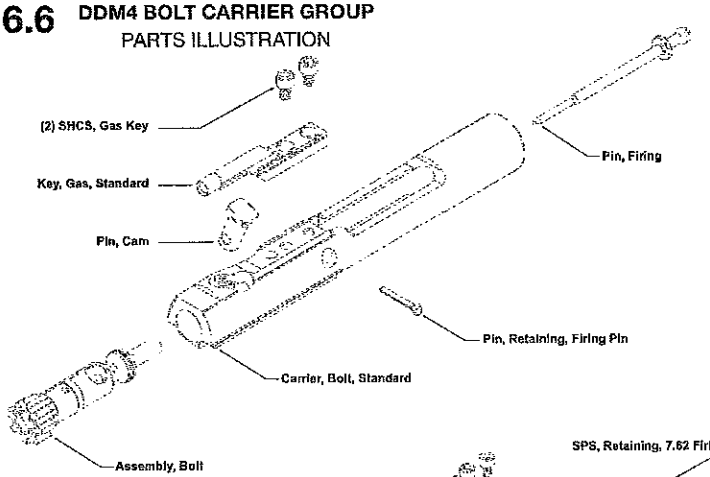


6.4 **DD5 LOWER RECEIVER GROUP**
PARTS ILLUSTRATION

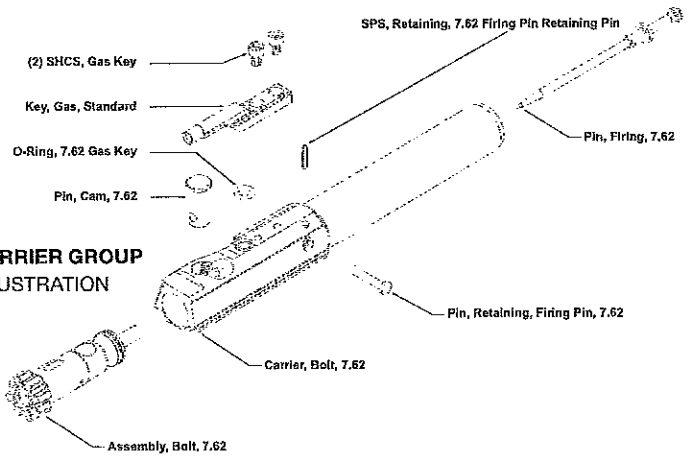


6.5 DDM4 ISR UPPER RECEIVER GROUP
PARTS ILLUSTRATION

6.6 DDM4 BOLT CARRIER GROUP
PARTS ILLUSTRATION



6.7 DD5 BOLT CARRIER GROUP
PARTS ILLUSTRATION



7.0
WARRANTY STATEMENT

All Daniel Defense products carry a 100% satisfaction guarantee against defects in original materials and workmanship. If your Daniel Defense product shows evidence of such defects, Daniel Defense will make every accommodation to fix, repair, or replace your product expeditiously. Daniel Defense does not warranty products or damage caused to our products by the correct or incorrect installation of other manufacturer's products. Be sure to retain your sales slip as proof of purchase date when making a claim.

8.0
HEALTH AND ENVIRONMENTAL WARNING

Discharging firearms in poorly ventilated areas, cleaning firearms, or handling ammunition may result in exposure to lead and other substances known to cause birth defects, reproductive harm, cancer, and other serious physical injury. Have adequate ventilation at all times. Wash hands thoroughly after exposure.

This instruction manual should always accompany this firearm. When you lend, give or sell this firearm, be sure that this manual goes with it.

If your instruction manual becomes lost or destroyed, obtain a replacement by calling 1-866-554-GUNS (4867) or writing to the address below.

When requesting a manual, make a note of your address and include the information, which is located on the left side of your firearm, including its serial number.

DANIEL DEFENSE
101 WARFIGHTER WAY
BLACK CREEK, GA 31308
USA

1.866.554.GUNS (4867)

MADE IN THE USA | MANUFACTURING FREEDOM® | DANIELDEFENSE.com

Daniel Defense, Daniel Defense with the interlocking DD, DDM4, and others are trademarks registered with the United States Patent and Trademark Office.

DANIEL DEFENSE
LIGHTER, STRONGER, BETTER™

Port St. Lucie Police Department
City Hall Municipal Complex
Building C
121 S.W. Port St. Lucie Blvd.

At Daniel Defense we are committed to providing the best line of small arms and small arm accessories available. We back all of our products with a 100% Lifetime Guarantee against any and all manufacturing defects that is transferrable and requires no registration. We have invested in our employees, our equipment, and our relationships to ensure we continue to provide our customers with defect-free products at competitive prices. In both manufacturing and administration, Daniel Defense is creating a culture of precision that will continuously improve as we continue to become a top defense manufacturer.

Should you have any issues with any of our products please contact our Warranty Department via email or phone (warranty@danieldefense.com or 866-554-4867) to facilitate a return completely free of charge for an in-house evaluation. Our team will work quickly to provide a UPS label to have the product returned to our manufacturing facility. We cover all shipping costs as well as insurance on the shipment. Once we receive your product, we will conduct a thorough evaluation of the product then make the necessary repairs/replacements to get the product fully functional. We strive to have the product back in your hands in less than two weeks' time.

You will be satisfied with our products and service. I guarantee it.
–Marty Daniel, Founder & CEO

If you have any questions or need us for any reasons feel free to contact me directly. Thank you for choosing Daniel Defense.

Best Regards,
Caroline Britton
Warranty Administrator, Sales/Quality
cbritton@danieldefense.com
O: 912.851.3217 // F: 912.851.3248 // www.DanielDefense.com
Daniel Defense, Inc. // 58 Firefly Dr // Ridgeland, SC 29936

SOLICITATION REQUEST

Department: Police Department Technical Specialist: MB Lee & Sgt Helseth Extension: 5183

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Purchase new Daniel Defense M4 Weapon System
Technical Specifications Attached: [ ] Yes [x] No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)
Bid Reply, must be in excel and a separate file, **no logos, no merge cells, no empty rows, no color or shading**
Plans may be PDF but must be in one file, **dated and numbered consecutively.**

Date plans received approval by City Building Department_NA
Estimated time frame for completion of project after award_Feb 10, 2015
Replacement: [x] Yes [ ] No Total Project Budgeted Amount: _$38,000.
If professional services what is the estimated construction cost_NA any grant funds being used for consultants_NA construction_NA Type of Grant_NA
Liquidated damages amount (for construction only);
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
001-2130-5644	01	2130	5644	0000

Suggested Bidders: (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	E Mail	Contact Person
SRT Supply	4450 60th Ave North St Petersburg, Fla 33714	rhaddad@srtsupply.com	Richard Haddad

Reason for purchase or service: need to update weapons system

If digging or trenching is required what is the depth? NA

If work is in water, what is the depth? NA Is the water navigable? NA

If this is a building, how many stories?

John A. Boldue
Department Head Approval

12/02/2015
Date

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160032
(E-Bid)

Trade-In of Gun Inventory and the Purchase of New Daniel Defense M4 Weapons System

Prepared By: Sherri Hawes
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes@cityofpsl.com

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INVITATION TO E-BID

Sealed Bid #20160032 for the Trade-In of Gun Inventory and the Purchase of New Daniel Defense M4 Weapons System will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **11:00:00 a.m., Wednesday, March 9, 2016.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five (5%) percent of the bid total, made payable to the City of Port St. Lucie. The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. The original Bid Bond Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be uploaded on DemandStar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract.

The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All bids must be received by the date and time specified above, when they will be opened via computer, and publicly read aloud. The bid time shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to DemandStar on or before the closing date and time. The City shall not be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right, to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bid, abandon the project in its entirety, or take other such action as serves the best interest of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral

clarification of questions. Questions received after February 24, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made. Questions will be answered in the form of an addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-35
- E-Bid Reply Sheet/Questionnaire #20160032, pages 12-15 (included in E-Bid Specifications)
- E-Bid Excel Reply Spreadsheet # 20160032 Schedule A (not included in E-Bid Specifications)
- Drug-Free Workplace Form
- Vendor Code of Ethics

Sherri Hawes
Buyer

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SPECIFICATIONS
SEALED E-BID # 20160032
TRADE-IN OF GUN INVENTORY AND THE PURCHASE OF NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to Trade-In of Gun Inventory and the Purchase of New Daniel Defense M4 Weapons System.

It is the intent of the City of Port St Lucie to Trade-In Gun Inventory identified on Schedule A. Trade-In items will be used toward the purchase of new Daniel Defense M4 Weapons System for the City of Port St. Lucie. The Contract period will be for twelve (12) months.

Bidder shall enter a unit price for each item listed on Schedule A – Excel Bid Reply Spreadsheet # 20160032. All Trade-In items, will be traded as a whole. Therefore, if an individual item has no value, the bidder shall submit a zero dollar amount for that item as it will still be included in the lump sum price for the New Daniel Defense M4 Weapons System. The bidder will be required to accept the entire lot of trade-in items.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any selected Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents – The selected Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the selected Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the selected Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s)

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Sheet #20160032. Bidders shall guarantee that said price(s) shall be firm, and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall be an authorized dealer for sales, service and repair of weapons specified and must have a Class III Federal Firearm License. Bidder shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit copies of all required licenses and certifications required to do business in the State of Florida. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:

Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.

- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Unit Price less the value of items traded in as listed on line 5.5 of the E-Bid Reply Sheet that demonstrates the best value for the City of Port St. Lucie.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Bidder received notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the website.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response

1.7 Variances to Specifications - Bidders must adhere to the specifications for the intended purchase of weapons listed on Attachment B; no exceptions or variances will be allowed. PLEASE NOTE: If bidder cannot meet this requirement, do not submit a bid.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160032 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

A. Request Bid Specifications and all Attachments, #20160032 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2007 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet #20160032 and save. The form will automatically total the unit prices.

C. Complete company information on E-Bid Reply Sheet #20160032.

D. Enter total price on E-Bid Reply Sheet #20160032. Totals shall agree with the E-Bid Excel Reply Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Reply Spreadsheets uploaded on Demandstar, and the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160032 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet #20160032 where indicated.

F. Upload and submit the E-Bid Reply Sheet #20160032, E-Bid Excel Reply Spreadsheet # 20160032, 5% Bid Bond (shall be received within five (5) business days after the opening or your bid may be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, Vendor Code of Ethices,W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet # 20160032 YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

**** Only electronic replies are required. ****

1.8.1 Shipping Terms – Bidders shall quote F.O.B. Destination

1.9 Execution of Contract– The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract - Failure on the part of the selected Bidder to execute the Contract as required may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

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

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

1.12 Permits – N/A

1.12.1 Permit Fees: N/A

1.13 W-9 Taxpayer Identification Form - The selected Bidder shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

1.15 Intent to Perform - The Selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specifications

2. SPECIFIC REQUIREMENTS

2.1 Samples – N/A

2.2 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

2.3 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than five (5%) percent, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

2.4 Return of Proposal Guaranty - After the bid has been awarded, Procurement Management Department may, at its discretion return the guaranty deposit. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty may be returned to the respective Bidders whose proposals it accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names – The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

3.3 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear, and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms prior to the start of the meeting.

E-Bid Reply Sheet/Questionnaire#20160032
TRADE IN GUN INVENTORY AND PURCHASE NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( )_____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Is the firm claiming Local Preference under City ordinance 35.12? Yes ( ) or No ( )

Does your firm have a drug free workplace program? Yes ( ) or No ( )

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %
(This amount may be zero)

Visa percentage discount amount: $_____
(This amount may be zero)

5.3 Unit Price Total New items: $_____
(This amount is from line 12 E-Bid Excel Reply Spreadsheet)

5.4 Unit Price Total for Trade-in items: $_____
(This amount is from line 22 E-Bid Excel Reply Spreadsheet)

5.5 Purchase of New items less the Value of Trade-In items: $_____
(This amount is from line 23 E-Bid Excel Reply Spreadsheet)

****Prices will include all shipping and handling cost****

(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at the time of submittal and the E-Bid Reply Sheet # 20160032 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

5.6 Number of days after receipt of order for delivery to the City: _____ **days**

Reference Use Only – Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item #	Item Description	Quantity
	New Weapon and accessories	
1	Daniel Defense M4 Carbine MK18 - Factory SBR 10.3 Barrel 5.56MM Select Fire Rifle, Black in Color	20
2	MAGPUL Gen-M3 PMAG w/window for AR/M4 5.56MM 30-RND, Black in Color	80
3	EOTEXPS30/EOTECH Compact, CR123 Batt, 65 MOA and 1 MOA Dot, Night Vision Compatible, Side Buttons, QD Lever	20
4	Midwest Industries/ MWI AR Series A-2 Emergency rear flip-up sight	20
5	Midwest Industries/MWI AR Series front flip-up sight for rails	20
6	MAGPUL MS3 Single QD Rifle Sling Gen2, #MAG515BLK	20

7	MAGPUL Rail Sling Attachment, #MAG337	20
8	MAGPUL MS1-MS3 QD Adapter for single point sling	20
9	Inforce Weapon Lights Model: InForce WMLX Multifunction 500 LU. White LED Light & IR, constant on, Momentary Strobe, Black in Color, 2 CR123A INF-WMLX-B-W	20
10	YHM-3100-TI'S Titanium QD Phantom 5.56MM Suppressor w/Muzzle Break Adaptor	20
11	11 Rib Picatinny Rail Panel #95047	40
12	**TOTAL NEW ITEMS**	
	Trade-In Items	
13	HK G36C .556 Cal Select Fire Rifle W/ACC	20
14	30 Round Magazines .556mm	75
15	Aimpoints	20
16	M900 Surefire Lights	19
17	H&K 9MM Subguns (Telescopic Stocks)	4
18	30 round mags 9mm	11
19	15 round mags 9mm	3
20	H&K MP5 K-N Subgun (folding stock) 9mm	1
21	Colt RO723 M16A2 Carbine Auto .223 Cal Rifles	2
22	**LUMP SUM TOTAL TRADE-IN ITEMS**	
23	**Purchase of New Items Less Value of Trade-in Items**	

A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

6. INSURANCE CERTIFICATES LICENSE - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date

of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. List all subcontractors and major material suppliers for the project. Include telephone numbers, and contact information. Insert additional lines if necessary.

_____

_____

_____

_____

_____

_____

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. CERTIFICATION

This bid is submitted by: I, _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

***** ***(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*** *****

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160032

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida (or the state where they are) Corporation, *address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Police Department
Attn: Sergeant Steve Helseth
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5483
Email: shelsethl@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
_____
_____
_____
_____
Project Manager: _____
Telephone: _____ Fax: _____
Email: _____

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid #20160032, all addenda, are made part of this Contract to Trade-In of Gun Inventory and the Purchase of New Daniel Defense M4 Weapons System are hereby incorporated by this reference.

SCOPE OF WORK

Trade-in Items– Trade-in items are offered "as-is" with no warranties, expressed or implied. Serial numbers will be provided to the Contractor. The Contractor will be required to accept the entire lot of trade-in items. Trade-in items will not be surrendered until all new weapons are set-up, operational, and accepted.

New Weapon Specifications – The specifications describes the Daniel Defense M4 Weapons System. All parts not specifically mentioned which are necessary to provide a complete unit, shall be included and conform in strength and quality of material and workmanship. The unit shall be of current model under standard production by the manufacturer. The scope of these specifications is to also ensure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

All weapons must be new, of current manufacture and carry standard warranties. Contractors is to submit descriptive literature and/or complete specifications covering products offered.

Contractor shall be responsible to assure compliance with all OSHA, EPA, and/or other Federal of State of Florida rules, regulations or other requirements as such, may apply herein.

Contractor warrants that all weapons, materials and workmanship furnished, whether furnished by Contractor or its sub-suppliers, will comply with its and the City's specifications, and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design, and workmanship and free from defects or failure.

Specifications for new weapons and accessories required are listed in detail on Schedule A - Excel Bid Reply Spreadsheet #20160032. Contractor shall list unit prices for each item listed on Schedule A.

Contractor must provide an onsite agency approved eight (8) hour training block for the newly purchased Daniel Defense M4 Weapons System.

Contractor must provide an onsite installation of suppressors and accessories for all twenty (20) new Daniel Defense M4 Weapons System.

Product Delivery/Non Performance – It is intended that delivery of the weapons listed for purchase be delivered within _____ days after receipt of order.

Inspection and acceptance of Daniel Defense M4 Weapons System purchased shall be accomplished by the City's designated personnel. Contractor will be responsible for the safe unloading of all material onto the City's site.

Contractor shall deliver the Daniel Defense M4 Weapons System destination to the Port Saint Lucie Police Department located at 121 SW Port Saint Lucie Blvd., Building C, Port Saint Lucie, FL 34984 Attn: Mary Beth Lee. All items are to be designated for inside delivery. Deliveries are received at this location between the hours of 8:00 am and 3:00 pm.

Packing - All material delivered as a result of this order is to be packed in a manner that will insure the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty (50) pounds. The City's purchase order number shall appear on the exterior of each carton, and packing list specifying the quantity and description of each item shipped shall accompany each shipment.

Loading - Material is to be loaded on 42" x 42" wood pallets suitable for forklift truck removal from side/end of vehicle. Maximum pallet weight shall not exceed two thousand five hundred (2,500) pounds.

Operational Test and Acceptance - Each Daniel Defense M4 Weapons System shall have an operational trial period prior to acceptance.

This trial period will consist of operation in normal conditions by the City of Port Saint Lucie Police Department employees for fourteen (14) calendar days without substantial problems arising from the operation of the Daniel Defense M4 Weapons System.

The City reserves the right not to accept the Daniel Defense M4 Weapons System for the following reasons:

- If field tests demonstrate the Daniel Defense M4 Weapons System fail to operate satisfactorily.
- Does not fully meet manufacturer's specifications or the performance capabilities as stated in the published product literature or offered verbally by the manufacturer's representative.
- If equipment does not perform in a safe and satisfactory manner that is suitable for the City's needs.
- Daniel Defense M4 Weapons System shall be returned to seller at seller's expense.

The following items will be prepared and delivered to the City of Port Saint Lucie at time of Daniel Defense M4 Weapons System delivery.

a. Warranty documentation made out to the City of Port Saint Lucie.

b. All appropriate equipment service and warranty instructions.
c. Operator and Maintenance Manuals.

Acceptance shall be acknowledged in writing and granted by an official representing the City after successful completion of the operational test.

Purchase and Trade-in Process - Contractor will be required to work in conjunction with the City throughout the purchase and trade-in process and shall meet with City, as needed, to resolve problems. Charges, if any, for defective products will be the responsibility of the Contractor.

SECTION III
TIME OF PERFORMANCE

Contract period shall begin_____ and will extend for twelve (12) months and terminating on_____. The contractor will be required to commence work under this contract ten (10) calendar days after the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"Non-Applicable"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis for the prices listed below, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Item #	Item Description	Quantity	Total Unit Price
	New Weapon and accessories		
1	Daniel Defense M4 Carbine MK18 - Factory SBR 10.3 Barrel 5.56MM Select Fire Rifle, Black in Color	20	$
2	MAGPUL Gen-M3 PMAG w/window for AR/M4 5.56MM 30-RND, Black in Color	80	$
3	EOTEXPS30/EOTECH Compact, CR123 Batt, 65 MOA and 1 MOA Dot, Night Vision Compatible, Side Buttons, QD Lever	20	$
4	Midwest Industries/ MWI AR Series A-2 Emergency rear flip-up sight	20	$
5	Midwest Industries/MWI AR Series front flip-up sight for rails	20	$
6	MAGPUL MS3 Single QD Rifle Sling Gen2, #MAG515BLK	20	$

7	MAGPUL Rail Sling Attachment, #MAG337	20	$
8	MAGPUL MS1-MS3 QD Adapter for single point sling	20	$
9	Inforce Weapon Lights Model: InForce WMLX Multifunction 500 LU. White LED Light & IR, constant on, Momentary Strobe, Black in Color, 2 CR123A INF-WMLX-B-W	20	$
10	YHM-3100-TI'S Titanium QD Phantom 5.56MM Suppressor w/Muzzle Break Adaptor	20	$
11	11 Rib Picatinny Rail Panel #95047	40	$
12	**TOTAL NEW ITEMS**		$
	Trade-In Items		
13	HK G36C .556 Cal Select Fire Rifle W/ACC	20	$
14	30 Round Magazines .556mm	75	$
15	Aimpoints	20	$
16	M900 Surefire Lights	19	$
17	H&K 9MM Subguns (Telescopic Stocks)	4	$
18	30 round mags 9mm	11	$
19	15 round mags 9mm	3	$
20	H&K MP5 K-N Subgun (folding stock) 9mm	1	$
21	Colt RO723 M16A2 Carbine Auto .223 Cal Rifles	2	$
22	**LUMP SUM TOTAL TRADE-IN ITEMS**		$
23	**Purchase of New Items Less Value of Trade-in Items**		**$**

****Prices will include all shipping and handling cost****

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of the month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XIII.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name

the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Re: Contract #20160032- Trade in Gun Inventory and Purchase New Daniel Defense M4 Weapon System are listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII
CLEANING UP

"Non-Applicable"

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection

as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement - Should any defect appear during this period, the Contractor shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Miscellaneous Testing - The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – N/A

Dress Code – N/A

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where

work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment – N/A

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Erosion and Sediment Control – N/A

Water Resources –N/A

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

Sanitary Conditions – N/A

Access to Work – N/A

Foreman or Superintendent and Workmen – N/A

Adjustments – N/A

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor that said work is, "complete" and/or "accepted".

Damage to Property – N/A

SECTION XV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVI
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) – N/A.

Safety Precautions – N/A

OSHA Compliance - Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XVII
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred ($100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing.

Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(balance of this page is left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160032

TRADE-IN OF GUN INVENTORY AND THE PURCHASE OF NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must

require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer_____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST
Bid #20160032

TRADE-IN OF GUN INVENTORY AND THE PURCHASE OF NEW DANIEL DEFENSE M4 WEAPONS SYSTEM

Name of Bidder: _____

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid 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.

_____ Bid Reply Sheet #20160032 with proper signatures upload to DemandStar.

_____ E-Bid Excel Reply Spreadsheet # 20160032 upload to DemandStar

_____ 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

_____ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.

_____ Required forms: Vendor Code of Ethics.
All forms are to be uploaded to DemandStar.

_____ Drug Free Workplace Form uploaded to DemandStar.

_____ Required W-9 as per Section 1.13 uploaded to DemandStar.

_____ Copy of the Checklist uploaded to DemandStar.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160032.

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Procurement Management Department
E-Bid Excel Reply Spreadsheet
E-Bid # 20160032
Trade in Gun Inventory and Purchase New Daniel Defense Weapons System
"SCHEDULE A"

Company:_____

Item#	Item Description	UOM	Quantity	Unit Price	Total Unit Price
New Weapon and accessories					
1	Daniel Defense M4 Carbine MK18 - Factory SBR 10.3 Barrel 5.56MM Select Fire Rifle, Black in Color	Each	20	$ -	$ -
2	MAGPUL Gen-M3 PMAG w/window for AR/M4 5.56MM 30-RND, Black in Color	Each	80	$ -	$ -
3	EOTEXPS30/EOTECH Compact, CR123 Batt, 65 MOA and 1 MOA Dot, Night Vision Compatible, Side Buttons, QD Lever	Each	20	$ -	$ -
4	Midwest Industries/ MWI AR Series A-2 Emergency rear flip-up sight	Each	20	$ -	$ -
5	Midwest Industries/MWI AR Series front flip-up sight for rails	Each	20	$ -	$ -
6	MAGPUL MS3 Single QD Rifle Sling Gen2, #MAG515BLK	Each	20	$ -	$ -
7	MAGPUL Rail Sling Attachment, #MAG337	Each	20	$ -	$ -
8	MAGPUL MS1-MS3 QD Adapter for single point sling	Each	20	$ -	$ -
9	Inforce Weapon Lights Model: InForce WMLX Multifunction 500 LU. White LED Light & IR, constant on, Momentary Strobe, Black in Color, 2 CR123A INF-WMLX-B-W	Each	20	$ -	$ -
10	YHM-3100-TI'S Titanium QD Phantom 5.56MM Suppressor w/Muzzle Break Adaptor	Each	20	$ -	$ -
11	11 Rib Picatinny Rail Panel #95047	Each	40	$ -	$ -
12	**TOTAL NEW ITEMS**				$ -
Trade-In Items					
13	HK G36C .556 Cal Select Fire Rifle W/ACC	Each	20	$ -	$ -
14	30 Round Magazines .556mm	Each	75	$ -	$ -
15	Aimpoints	Each	20	$ -	$ -
16	M900 Surefire Lights	Each	19	$ -	$ -
17	H&K 9MM Subguns (Telescopic Stocks)	Each	4	$ -	$ -
18	30 round mags 9mm	Each	11	$ -	$ -
19	15 round mags 9mm	Each	3	$ -	$ -
20	H&K MP5 K-N Subgun (folding stock) 9mm	Each	1	$ -	$ -
21	Colt RO723 M16A2 Carbine Auto .223 Cal Rifles	Each	2	$ -	$ -
22	**LUMP SUM TOTAL TRADE-IN ITEMS**				$ -
23	**Purchase of New Items Less Value of Trade-in Items**				$ -

Prices will include all shipping and handling fees

BID ADDENDUM # 1
BID # 20160032
Addendum Date: 2/10/2016

Bid Name: Trade-In Gun Inventory and the Purchase of New Daniel Defense M4 Weapons Systems

Please see the questions and answer subject to the bid:

Question #1: Is it the intent of the City to purchase the Daniel Defense rifles with a P-card or is it being left as an option verses issuing a Purchase Order?

> The City would prefer the vendor to us a P-card but if the vendor doesn't accept the P-card a Purchase order will be issued to the vendor.

Question #2: On line item 23 on the E-Bid Excel Reply Spreadsheet, Purchase of new items less value of Trade-in items, will that be the dollar amount that the bond amount will be based on?

> Yes, that is correct

NOTE: The bid opening date remains the same.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 2
BID # 20160032
Addendum Date: 2/11/2016

Bid Name: Trade-In Gun Inventory and the Purchase of New Daniel Defense M4 Weapons Systems

Please see the questions and answer subject to the bid:

Question: On the weapons that would be a trade-in are any of them full auto weapons and is there ATF form 5 for these weapons?

> Yes, they are all select fire/fully auto weapons. The form 5 will be provided to the awarded vendor.

NOTE: The bid opening date remains the same.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID OPENING ATTENDANCE
SEALED BID-201600032-SH
Trade-In of Gun Inventory and the Purchase of New Daniel Defense M4 Weapons Systems
March 9, 2016 @ 11:00 a.m.

	Name (Please PRINT legibly)	**Agency**	**E-Mail Address**	**Telephone # & FAX #**
1.	Sherri Hawes	City – PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.	Mary Belle Lee	PSLPD	MBLee@CityofPSL.com	T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager – City Engineer
John Bolduc, Police Chief
Cheryl Shanaberger, Director- Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20160084 Convert a Van to a Tactical SWAT Vehicle

Submittal Date: 3/23/2016

STRATEGIC PLAN LINK: Vision 2030, Guiding Principles, Principle A, Safe Community, Planning for safe neighborhoods; People feeling safe and secure at home, in their neighborhoods and around the community.

BACKGROUND: The Police Department acquired a vehicle that was originally donated from Fed Ex. The renovation of Unit 402 to a Tactical operations vehicle for the SWAT unit will upgrade and update the Police Department SWAT team mode of transportation to respond to critical incidents and provide safety to the community and the SWAT team.

ANALYSIS: The Police Department has reviewed the Pride Enterprises proposal and has determined that it meets all the requirements for the renovations to convert this vehicle into a SWAT Team unit. Prison Rehabilitation Industries and Diversified Enterprises, Inc. (PRIDE) is exempt from Part I of Florida Statutes 287, which includes the competitive procurement requirement.

FINANCIAL INFORMATION: The Funds are available in the Police Department General Fund/Neighborhood Police/ Vehicles.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to waive the bidding, good cause shown, Chapter 35.04 (c), Contract #20160084 Conversion of a Van to a Tactical SWAT

Vehicle with PRIDE Enterprises, Inc. in the amount of $46,891.48. The project is estimated to be completed in 30 calendar days.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Pride Enterprises Proposal # 9714-5

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

APR 0 5 2016

CITY MANAGER'S OFFICE

PRIDE Enterprises
Heavy Vehicle Renovation

3950 Tiger Bay Road/ Daytona Beach FL 32124
P.O. Box 10620/ Daytona Beach FL 32120
Main: 888-774-6144 / Fax: 813-890-2115
JBennett@Pride-Enterprises.org

#SO _____

Date: 2/2/2016
Prop#: 9714-5
Speed Dial: 2584

To: PORT ST. LUCIE POLICE DEPARTMENT
TACTICAL OPERATIONS CENTER
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

Contact: SGT. STEVE HELSETH
Phone: 772-370-0459
Cell:
Fax:
E-mail: STEVEN.HELSETH@CITYOFPSL.COM

Vehicle Make:	FREIGHTLINER CHASSIS	Vehicle Tag No.:	XD5 207
Vehicle Model:	UTILIMASTER BODY	Vehicle VIN No.:	
Vehicle Year:	USED	Vehicle Mileage:	

CUSTOMER PROPOSAL

CONVERT TO TACTICAL OPERATIONS VEHICLE

Administration **Work to be done:**

- ✓ Schedule pre-build and mid-build meetings.
- ✓ Prepare all customer required documentation.
- ✓ Complete inspection of the vehicle upon arrival.
- ✓ Monitor project during fabrication and maintain up to date progress with customer.
- ✓ Quality inspection upon completion.
- ✓ Provide customer training on vehicle and equipment usage.

Body Shop **Work to be done:**

- ✓ The vehicle will be pressure washed, degreased, and disassembled as needed to facilitate refinishing.
- ✓ Remove roof panels.
- ✓ Remove front bumper.
- ✓ Repair vehicle hood.
- ✓ Repair any areas affected by the fabrication process.
- ✓ Refurbish rear bumper and prep for painting.
- ✓ Sand, seal, and prep entire vehicle for the application of the finish coat.
- ✓ All other damaged and rusted areas will be assessed for any additional needed repairs. The customer will be provided with an estimate for repair.

Paint Shop **Work to be done:**

- ✓ The exterior of the vehicle and the door jambs will be painted with PPG Delfleet Evolution Midnight Blue (urethane with blue metal flake).
- ✓ The interior of cab, including the interior of the cab roof will be painted gray.
- ✓ The interior of the barn type door with a small window in each will be painted gray.
- ✓ The dashboard will be painted black.
- ✓ The bumpers, wheels, and frame will be painted black.
- ✓ Apply textured black Scorpion coating to the floor in the cargo section and to a height of approximately 6-inches along the base of the walls and base of the bench seats.
- ✓ Apply cool seal to the roof.

Metal Fabrication **Work to be done:**

- ✓ Design, fabricate, and install a new roof.
- ✓ Design, fabricate, and install aluminum boxes for two (2) roof mounted A/C units (second one shall be installed for possible future use).
- ✓ Design, fabricate, and install two (2) barn door style rear entry doors with locks. The doors shall each have a small window.
- ✓ Design, fabricate, and install an external access compartment on the driver side of the vehicle for a cable box with hook-up (provided by customer) to MCP.

- ✓ Design, fabricate, and install a SWAT style front bumper approximately 15-inches wide using ¼-inch carbon steel.

Electrical **Work to be done:**

- ✓ Remove electrical hardware from the cab and rear of the vehicle as needed, and prepare for the conversion process.
- ✓ Purchase and install one (1) Coleman Roughneck 13,500 BTU roof mounted A/C unit with 1500 watt heat strip.
- ✓ Purchase and install a 100 amp electrical panel.
- ✓ Purchase and install a 50 amp 250v shore power inlet (exact location TBD at meeting).
- ✓ Purchase and provide a 30 foot shore power cord.
- ✓ Purchase and install two (2) 1010 CCA batteries (or approximate equivalent). Batteries shall be located in a compartment accessible from vehicle interior. (Note: Two batteries are recommended to address the 12 volt current load)
- ✓ Purchase and install a battery master cut-off switch.
- ✓ Purchase and install a converter/charger to provide 12 volt power source from generator output.
- ✓ Purchase and install a 12 volt electrical panel.
- ✓ Purchase and install 120 volt outlets, USB power hubs at workstations, and network connections (Cat 6), as needed.
- ✓ Purchase and install a Whelen Liberty all blue LED lightbar on top of cargo area above front windshield.
- ✓ Purchase and install two (2) blue Whelen 600 series LED lights; one on each side of rear doors.
- ✓ Purchase and install two (2) Whelen scene lights on the rear of the vehicle.
- ✓ Purchase and install white LED interior lights with high/low settings in cab and cargo areas.
- ✓ Purchase and install white LED lighting under the overhead cabinets.
- ✓ Purchase and install a siren amplifier with dual 100 watt speakers inside front grill.
- ✓ Purchase and install an alarm system (with keychain remote) linked to all doors.
- ✓ Purchase and install a 36-inch LED slim line TV monitor above the driver side front workstation. Monitor will be linked to patch panel.
- ✓ Install a customer provided communication cable hook-up/patch panel/throw phone.

Carpentry **Work to be done:**

- ✓ Remove contents of the interior cargo area and prepare the walls, ceiling, and floor for the conversion process (as per floor plan).
- ✓ Purchase and apply fire retardant spray foam insulation to the walls and ceiling.
- ✓ Purchase and apply fire retardant spray foam beneath aluminum headliner/cab ceiling panel.
- ✓ Purchase and apply cabinet grade plywood to the walls, ceiling, and floor, as needed.
- ✓ Purchase and apply gray FRP board to the walls and ceiling.
- ✓ Design, fabricate, and install a workstation on the front driver side to accommodate a standard size rolling office chair (desk top shall be same depth as wheel well). The workstation shall be constructed of cabinet grade plywood covered in gray Formica.
- ✓ Design, fabricate, and install a workstation on the rear passenger side. The workstation shall be constructed of cabinet grade plywood covered in gray Formica (workstation counter height to be specified by customer).
- ✓ Design, fabricate, and install a workstation on the rear driver side with a counter top height to be used in a standing position with a storage area underneath for a ROBOT. The workstation shall be constructed of cabinet grade plywood covered in gray Formica (workstation counter height to be specified by customer).
- ✓ Design, fabricate, and install horizontal and vertical shelving using cabinet grade plywood covered in gray Formica/carpet. The horizontal shelving shall have a 2 ½ - inch lip (Layout per interior sketch provided; exact location TBD at meeting).
- ✓ Design, fabricate, and install a bench seat (17-inches deep from wall) on the passenger side. The bench seat will be constructed of cabinet grade plywood and shall have cushioned canvas covered seat bottoms to function as lift-up lids for a storage area below. The seat will have a cushioned canvas covered back-support on the wall. The exterior of the bench seats will be covered with gray FRP board.
- ✓ Design, fabricate, and install overhead cabinets constructed of cabinet grade plywood covered in gray Formica. Cabinets shall have horizontal sliding doors.
- ✓ Purchase and install two (2) whiteboards: One 3 ft width x 2 ft height mounted above driver side bench. One 4 ft width x 3 ft height mounted above the passenger side bench.
- ✓ Mount two customer provided explosive boxes.

Upholstery **Work to be done:**

- ✓ Upholster bench seats using Navy blue canvas type material.
- ✓ Reupholster driver seat using Navy blue vinyl (or canvas customer choice).
- ✓ Reupholster jump seat in cab using Navy blue canvas type material (customer specified). Replace seat bottom using 3-inch foam and seat back using 1-inch high density foam.
- ✓ Replace carpet behind cab seating with gray carpet matching interior colors.
- ✓ Replace rubber flooring in cab.

Graphics **Work to be done:**

- ✓ Design and apply "POLICE" using gray painted lettering (approximately 8-10") on front header and above rear entry doors.
- ✓ Air brush seal shown below on both sides of the body (approximate size 3 ½ feet).

NOTE: **Additional costs may apply if vehicle suspension requires modification to meet DOT standards following conversion.**

Prop#: 9714-5

Grand Total $46,891.48*
* Plus applicable sales tax

ATTENTION

No windshield, back glass, quarter glass, or reveal molding can be removed without the possibility of breakage. Liability for such damage shall remain with the customer with the additional cost becoming an amendable item.

Any equipment/appliances/hardware removed during conversion work will be discarded unless otherwise agreed to in writing.

READ BEFORE SIGNING

Please read the proposal before signing. If repairs or services are not listed in the proposal they will not be done, unless agreed to in writing by both parties with a contract addendum.

This proposal is for sixty (60) days from the date listed above. If work does not commence within sixty (60) days from the proposal date, all prices are subject to change.

PRIDE will inspect all vehicles upon arrival and notify the customer of any additional work required.

All communications equipment, personal property, and paper documents must be removed from the vehicle (or vehicles) prior to their delivery to PRIDE.

Vehicle completion time is dependent upon production scheduling, the availability of parts, institutional matters beyond PRIDE control, and complications arising from the conversion process such as, but not limited to, those involving the electrical and mechanical system. Emergency vehicles take precedence over other current contracted on-site jobs. Our prices are based on reusable or rebuilt cores. Terms are net thirty (30) from completion of each contract entered into FOB PRIDE Tomoka. Any proposals produced from PRIDE on-site inspections are based from previously undetected or unreported hidden damage prior to vehicle delivery. Any and all amendments must be agreed upon and signed by both parties for work commencement to be authorized.

WARRANTY: Paint twelve (12) months. Parts per existing manufacturer's warranty, plus a one (1) year craftsmanship/service warranty on work ordered per said contract.

By signing this proposal, any previously issued proposals utilizing the same proposal number, including revisions, are null and void in their entirety.

Signatures of the following lines authorizes PRIDE Enterprises to perform all scope of work specified on the previous pages of this contract.

Signature of Authorized Agent: _____ **DATE:** _____

Signature of Tomoka HVR Manager: Randy Kuykendall **DATE: 2/2/2016**

PLEASE BE ADVISED

All work performed on this vehicle will be done within a secured area that does not permit any type of communications equipment or firearms / weapons on the premises.
By signing below, you are certifying that all communications equipment, firearms / weapons, and personal property has been or will be removed prior to delivery of the vehicle to PRIDE. PRIDE will not be responsible for any property left in the vehicle.

SIGNATURE OF THE AUTHORIZED AGENT: _____

Phase One and Phase Two (services overlap and should be completed together):

- ✓ The vehicle will be pressure washed, degreased, and disassembled as needed to facilitate refinishing.
- ✓ Remove roof panels.
- ✓ Remove front bumper.
- ✓ Repair vehicle hood.
- ✓ Refurbish rear bumper and prep for painting.
- ✓ Repair any areas affected by the fabrication process.
- ✓ Sand, seal, and prep entire vehicle for the application of the finish coat.
- ✓ All other damaged and rusted areas will be assessed for any additional needed repairs. The customer will be provided with an estimate for repair.
- ✓ The exterior of the vehicle and the door jambs will be painted with PPG Delfleet Evolution Midnight Blue (urethane with blue metal flake).
- ✓ The interior of cab, including the interior of the cab roof will be painted gray.
- ✓ T he interior of the rear barn type door with a small window in each will be painted gray.
- ✓ The dashboard will be painted black.
- ✓ The bumpers, wheels, and frame will be painted black.
- ✓ Design, fabricate, and install a new roof.
- ✓ Design, fabricate, and install aluminum boxes for two (2) roof mounted A/C units (second one shall be installed for possible future use).
- ✓ Design, fabricate, and install an external access compartment on the driver side of the vehicle for a cable box with hook-up (provided by customer) to MCP.
- ✓ Design, fabricate, and install a SWAT style front bumper approximately 15-inches wide using ¼-inch carbon steel.
- ✓ Remove contents of the interior cargo area and prepare the walls, ceiling, and floor for the conversion process (as per floor plan).
- ✓ Purchase and apply fire retardant spray foam insulation to the walls and ceiling. Apply textured black Scorpion coating to the floor in the cargo section and to a height of approximately 6-inches along the base of the walls and base of the bench seats.
- ✓ Apply cool seal to the roof.

Total: $ 13,015.09

Phase Three and Phase Five Electrical (services overlap and should be completed together):

- ✓ Remove electrical hardware from the cab and rear of the vehicle as needed, and prepare for the conversion process.
- ✓ Purchase and install a 100 amp electrical panel.

- ✓ Purchase and install a 50 amp 250v shore power inlet (exact location TBD at meeting).
- ✓ Purchase and provide a 30 foot shore power cord. Purchase and install two (2) 1010 CCA batteries (or approximate equivalent). Batteries shall be located in a compartment accessible from vehicle interior. (Note: Two batteries are recommended to address the 12 volt current load)
- ✓ Purchase and install a battery master cut-off switch.
- ✓ Purchase and install a converter/charger to provide 12 volt power source from generator output.
- ✓ Purchase and install a 12 volt electrical panel.
- ✓ Purchase and install 120 volt outlets, USB power hubs at workstations, and network connections (Cat 6), as needed.
- ✓ Purchase and install a Whelen Liberty all blue LED lightbar on top of cargo area above front windshield.
- ✓ Purchase and install two (2) blue Whelen 600 series LED lights; one on each side of rear doors.
- ✓ Purchase and install two (2) Whelen scene lights on the rear of the vehicle.
- ✓ Purchase and install white LED interior lights with high/low settings in cab and cargo areas.
- ✓ Purchase and install white LED lighting under the overhead cabinets.
- ✓ Purchase and install a siren amplifier with dual 100 watt speakers inside front grill.
- ✓ Purchase and install an alarm system linked to all doors with keychain remote.
- ✓ Install a customer provided communication cable hook-up/patch panel/throw phone.
- ✓ Purchase and apply cabinet grade plywood to the walls, ceiling, and floor, as needed.
- ✓ Purchase and apply gray FRP board to the walls and ceiling.

Total: $23,158.99

Phase four: Furniture

- ✓ Purchase and install a 36-inch LED slim line TV monitor above the driver side front workstation. Monitor will be linked to patch panel.
- ✓ Design, fabricate, and install a workstation on the front driver side to accommodate a standard size rolling office chair (desk top shall be same depth as wheel well). The workstation shall be constructed of cabinet grade plywood covered in gray Formica.
- ✓ Design, fabricate, and install a workstation on the rear passenger side. The workstation shall be constructed of cabinet grade plywood covered in gray Formica.
- ✓ Design, fabricate, and install a workstation on the rear driver side with a counter top height to be used in a standing position with a storage area underneath for a ROBOT. The workstation shall be constructed of cabinet grade plywood covered in gray

Formica.

- ✓ Design, fabricate, and install horizontal and vertical shelving using cabinet grade plywood covered in gray Formica/carpet. The horizontal shelving shall have a 2 ½ - inch lip (Layout per interior sketch provided; exact location TBD at meeting).
- ✓ Design, fabricate, and install a bench seat (17-inches deep from wall) on the passenger side. The bench seat will be constructed of cabinet grade plywood and shall have cushioned canvas covered seat bottoms to function as lift-up lids for a storage area below. The seat will have a cushioned canvas covered back-support on the wall. The exterior of the bench seats will be covered with gray FRP board.
- ✓ Design, fabricate, and install overhead cabinets constructed of cabinet grade plywood covered in gray Formica. Cabinets shall have horizontal sliding doors.
- ✓ Purchase and install two (2) whiteboards; one (4ft x 3ft) and one (3ft x 2ft).
- ✓ Mount two customer provided explosive boxes.
- ✓ Upholster bench seats using a Navy blue canvas type material.
- ✓ Reupholster driver seat using Navy blue vinyl (or canvas customer choice).
- ✓ Reupholster jump seat in cab using Navy blue canvas type material (customer specified). Replace seat bottom using 3-inch foam and seat back using 1-inch high density foam.
- ✓ Replace carpet behind cab seating with gray carpet matching interior colors.
- ✓ Replace rubber flooring in cab.

Total: $8,329.40

Phase six: Climate control.

- ✓ Purchase and install one (1) Coleman Roughneck 13,500 BTU roof mounted A/C unit with 1500 watt heat strip.

Total: $1,888.38

Phase Seven: Graphics:

- ✓ Design and apply "POLICE" using gray painted lettering (approximately 8-10") on front header and above rear entry doors.
- ✓ Air brush seal shown below on both sides of the body (approximate size 3 ½ feet).

Total: $499.62

568 Northeast 255th Street
Cross City, Florida 32628

813.890.2133
727.570.3449
877.283.6819

PRIDE

PURCHASE ORDERS & INVOICE REQUEST

P.O. Box 440, Cross City, FL 32628
Phone: (813) 890-2133
Fax: (727) 570-3449
Email: customerservice@pride-enterprises.org
Joseph G. Keen - Manager, Sales Support Center
Jason Brown - Marketing Coordinator / Administrative Supervisor

CORPORATE ADDRESS

PRIDE Enterprises
223 Morrison Road
Brandon, FL 33511-4835
Phone: (813) 324-8700
Fax: (813) 689-5390
Website: www.pride-enterprises.org

REMITTAL ADDRESS (Payments)

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Rocco Feckno – Sr. Cost Accounting Mgr. / Risk Mgr.

BIDS & CONTRACTS

P.O. Box 440, Cross City, FL 32628
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Joseph G. Keen - Manager, Sales Support Center
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The Administrative and Operations Arm of Florida's Government DEPARTMENT OF MANAGEMENT
SERVICES JEB BUSH, GOVERNOR TOM LEWIS, JR SECRETARY *Office of the Secretary*
• *4050 Esplanade Way* • *Tallahassee, Florida 32399-0950* • *Telephone: 850-488-2786* • *Fax: 850-922-6149* • *Email: Executive_Office@dms.state.fl.us*

State Purchasing Memorandum

Memorandum No. 01 (2005-06)
From: State Purchasing
Date: March 20, 2006
RE: Purchases from PRIDE Enterprises

This memorandum clarifies the requirements for State Agencies to make purchases form Prison Rehabilitation and Diversified Enterprises (PRIDE) and defines PRIDE Price Agreements.

1 PRIDE Statutory Authority

A. Agency Obligation to Purchase from PRIDE

No similar product or service of comparable price or quality found necessary for use by any state agency may be purchased from any source other than PRIDE if PRIDE certifies that the product is manufactured by or the service is provided by inmates (http://www.peol.com/state.htm) and the product or service meets the comparable performance specifications and comparable price and quality requirements as specified under s. 287.042(1)(f) or as determined by an individual agency as provided in this section. The purchasing authority of any state agency may make reasonable determinations of need, price and quality with reference to products or services available form the corporation. These requirements do not apply to the purchase of public printing, which is governed by Chapter 283, Florida Statutes. Subsection 946.515(4), FS

B. Exemptions from competitive biding requirements

Subsection 946.515(4) of the Florida Statutes, exempts PRIDE from part I of Chapter 287, which includes the competitive procurement requirement. The one exception to this provision is subsection 283.33(4) relating to print purchases (see State Purchasing Memorandum No.2, 2004-2005).

2 PRIDE Price Agreements

A. Definition

PRIDE Price Agreements are listings of Division approved products and services offered by PRIDE from which an agency may purchase without competitive bid. PRIDE Price Agreements are established upon verification of pricing methodology, general specifications and quality assurance. This process is established in part to provide a method for determining comparability of price and quality to other approved vendors.

B. Replaces State Term Contract

Due to Pride's authority to sell to agencies pursuant to CH. 946 FS and exemption from Part 1 of Ch. 287, FS, PRIDE no longer participates in State Term Contracts. In order to purchase from PRIDE, agencies must now refer to PRIDE Price Agreements. The Price Agreements are found on the Division of State Purchasing website, Pride's e-store and MyFloridaMarketPlace.com.

C. Agency Contracts

Notwithstanding the above, agencies may award a contract to PRIDE for goods or services after joint development of requirements and specifications, and negotiation of price. Such contracts may be awarded without competitive procurement or in conjunction with any established procurement method.

For further information, contact Donna Smith donna.smith@myflorida.com

568 Northeast 255th Street
Cross City, Florida 32628

PRIDE

813.890.2133
727.570.3449
877.283.6819

COMPANY PROFILE UPDATE - PRIDE Enterprises

BUSINESS NAME:	Prison Rehabilitative Industries and Diversified Enterprises, Inc. d/b/a PRIDE Enterprises
CORPORATE OFFICE:	223 Morrison Road, Brandon, FL 33511-4835
BUSINESS DESIGNATION:	Not-for-profit Corporation, Section 501(c)(3)
BUSINESS ESTABLISHED:	December 1981
FEIN (TIN #):	59-2167018
DUNS:	07-694-9346 (4A1 CREDIT RATING)
BUSINESS ESTABLISHED:	December 1981
SALES TAX EXEMPTION #:	85-8014921980C-3

FL Doc # 761105

Prison Rehabilitative Industries and Diversified Enterprises, Inc., doing business as PRIDE Enterprises, is a nationally recognized inmate training company operating general manufacturing and services facilities throughout the state of Florida. PRIDE offers more than 400 vocational training courses through its 42 diverse inmate work programs, which are located in 26 Florida correctional facilities. A private, not-for-profit corporation founded in 1981, PRIDE has experience and expertise working in correctional environments. In addition to vocational work programs that teach job skills and successful job behaviors to inmate workers, PRIDE's inmate transition services include employability skills training, job placement, and other basic support services that prepare and assist ex-offenders in their successful reintegration into society.

PRIDE is the statutorily designated corporation charged with the operation of Florida's prison industries. Headquartered in Brandon, Florida, PRIDE has approximately 230 staff members and trains over 3,500 inmates annually. PRIDE has received national and international attention as a model for public/private partnerships, especially regarding the privatization of government functions.

More than 3,000 unique products and services are produced and delivered by PRIDE's 42 work programs. These industries service a wide range of markets to include Agriculture, Graphics, Sewn Products, General Manufacturing, and Services. PRIDE provides a diverse array of solutions that fit your business needs, including office and detention furniture, offset and screen printing, corrugated products, document conversion, indoor and outdoor signage, bedding supplies, specialty clothing, and footwear. There is also an optical lab, a dental lab, tire retread services, heavy vehicle repair, paint for roadways and much more.

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PRIDE

PURCHASE ORDERS & INVOICE REQUEST

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COUNCIL ITEM 8A
DATE 4/11/16

COUNCIL ITEM 10A
DATE 3/28/16

ORDINANCE 16-17

AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 20 PAGES, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO.1. THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The budget of the City of Port St. Lucie, Florida, for the year 2015-16 be amended by increasing and/or decreasing various line items as set out in the schedule attached hereto consisting of 20 pages and made a part hereto and designated as 2015-16 Budget Amendment #1 and that the City Manager and Director of Office of Management and Budget are hereby instructed and directed to transfer said funds to said accounts and to increase and/or decrease said accounts in conformity with said schedule.

Section 2. This Ordinance shall become effective ten (10) days after it's final adoption.

PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this_____day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST

BY: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

FILENAME: 15-16 B.A.#1

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

****** GENERAL OPERATING FUND - #001 ******

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Decrease Interfund Transfer to the CRA #175 Fund	$ (97,061)	
	(actual payment is less than budget)		
	-Decrease Fund Balance/Cash Carryforward		$ (97,061)
(B)	***Interfund Transfer***		
	-Increase Interfund Transfer to the CRA #178 Fund	5,012	
	(actual payment is greater than Budget)		
	-Increase State Revenue Sharing		5,012
	(projected revenue is greater than budget)		
(C)	***Interfund Transfer***		
	-Decrease Interfund transfer to the #142 Debt Service Fund - Digital Domain	(355,000)	
	(reduce General Fund Transfer based on final cost of bonds and use of the cash funded debt reserve)		
	-Decrease Fund Balance/Cash Carryforward		(355,000)
(D)	***General Government -#1900***		
	-Increase Other Contractual Services	51,500	
	(Communications upgrade to City Council Chambers)		
	-Increase Fund Balance/Cash Carryforward		51,500
	(additional fund balance from prior year)		
(E)	***Human Resources - #1310***		
	-Increase Salaries and Benefits	1,937	
	(HR Director received 10% greater than adopted budget)		
	-Increase State Revenue Sharing		
	(projected revenue is greater than budget)		1,937
(F)	***Legal Department - #1400***		
	-Increase Professional Services	900,000	
	(increase professional services for outside legal services)		
	-Increase Fund Balance/Cash Carryforward		900,000
	(additional cash carryforward from prior year)		
(G)	***Economic Development #5520***		
	-Increase Professional Services	954,000	
	(building operations, including property management fees for VGTI for 8 months)		
	-Increase Professional Services	928,600	
	(Real Estate, forensic analysis, recovery and administrative fees for VGTI)		
	-Increase Professional Services	213,500	
	(TD Bank/Trustee for the bondholders - Attorney's Fees and Expenses)		
	-Increase Professional Services	234,000	
	(travel, legal and E&O Insurance for 8 months)		
	-Increase Professional Services	215,098	
	(2015 Property Taxes)		
	-Increase Insurance	259,034	
	(building insurance paid twice per year)		
	-Decrease General Government Miscellaneous line items	(436,825)	
	(several maintenance items were originally budgeted in the General Government #1900 Account)		
	-Increase Fund Balance/Cash Carryforward		2,367,407
	(additional fund balance from prior year)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

(H)	***Economic Development #5520***		
	-Increase Replenish Debt	1,963,327	
	(City is required to replenish the debt service reserve account held by the VGTI Trustee)		
	-Increase Fund Balance/Cash Carryforward		1,963,327
	(additional fund balance from prior year - received revenues in prior year)		
(I)	***General Government - #1900***		
	-Decrease Principal	(1,130,000)	
	(debt will be paid out of General Fund Economic Development cost center - #5520)		
	-Increase Master Lease Payments/VGTI - #5520	1,130,000	
	-Decrease Interest	(3,012,613)	
	(debt will be paid out of General Fund Economic Development cost center - #5520)		
	-Increase Master Lease Payments/VGTI - #5520	3,012,613	
(J)	***Human Resources -#1310***		
	-Increase FTE's by .50 plus salaries and benefits	15,000	
	(part-time secretary position)		
	-Increase State Revenue Sharing		15,000
	(projected revenue is greater than budget)		
(K)	***Procurement Management Division - #1335***		
	-Increase FTE's by .15 plus salaries and benefits	5,222	
	(additional hours needed due to demand of getting bids completed)		
	-Increase State Revenue Sharing		5,222
	(projected revenue is greater than budget)		
(L)	***Parks and Recreation - Community Center #7201***		
	-Increase Insurance - Rental Insurance	12,000	
	(requiring customers who rent the Community Center purchase insurance for rental)		
	-NTX and TX Community Center Rental - Ancillary Revenue		12,000
(M)	***Parks and Recreation - Parks #7210***		
	-Increase Other Contractual Services - Lyngate Park Basketball court repair and fencing	27,954	
	(surfacing and striping of repaired basketball court areas and basketball court equipment)		
	-Increase State Revenue Sharing		27,954
	(projected revenue is greater than budget)		
(N)	***Communications - #1311***		
	-Increase Communications	12,000	
	(AT&T U-Verse)		
	-Increase State Revenue Sharing		12,000
	(projected revenue is greater than budget)		
(O)	***Communications - #1311***		
	-Increase Other Contractual Services	15,000	
	(live shoots from Community Center)		
	-Increase State Revenue Sharing		15,000
	(projected revenue is greater than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

(P)	***MIS Department - #1320***		
	-Increase Communications	38,000	
	(increased monthly internet service charges for reliability)		
	-Increase Fund Balance/Cash Carryforward		38,000
	(additional fund balance from prior year)		
(Q)	***General Government - #1900***		
	-Increase Repair and Maintenance - Equipment	20,273	
	(A/C emergency repair on Bldg. "A" air conditioner)		
	-Increase State Revenue Sharing		20,273
	(projected revenue is greater than budget)		
(R)	***Parks and Recreation - Parks #7210***		
	-Increase Vehicles	114,488	
	(re-budget Ford F550 Boom Lift Truck)		
	-Increase Fund Balance/Cash Carryforward		114,488
	(additional fund balance from prior year)		
(S)	***Parks and Recreation - Recreation #7200***		
	-Increase Vehicles	27,509	
	(re-budget Transit Van that was budget in 14-15)		
	-Increase Fund Balance/Cash Carryforward		27,509
	(additional fund balance from prior year)		
(T)	***Interfund Transfer***		
	-Increase Interfund to the Transfer Medical Insurance Fund #605	555,437	
	(transfer needed to cover increase in medical claims)		
	-Increase Fund Balance/Cash Carryforward		555,437
	(additional fund balance from prior year)		
(U)	***Civic Center - #7500***		
	-Increase Repair and Maintenance of Equipment	110,000	
	(re-budget retrofit of Civic Center Generators - budgeted in 14-15)		
	-Increase Fund Balance/Cash Carryforward		110,000
	(additional fund balance from prior year)		
(V)	***Parks and Recreation - Civic Center Maintenance #7501***		
	-Add one full-time position by deleting two part-time positions, a decrease of .30 FTE's	-	
	(taking two part-times and creating one full-time position, savings in salaries due to vacancies)		
	-No Dollar Impact to Revenues		-
(W)	***Parks and Recreation - Minsky Gym #7202***		
	-Increase Repair and Maintenance	2,900	
	(removal of old fence and installation of new fencing)		
	-Increase State Revenue Sharing		2,900
	(projected revenue is greater than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

(X)	***Finance Department - #1300***		
	-Increase FTE's by .50, plus salaries and benefits (Office Assistant)	54,787	
	(taking part-time position to full-time to help with Pension Plan workload)		
	-Increase Pension Plan Revenue		54,787
	(pension board agreed to pay $4,500 per month for administrative use)		
(Y)	***Parks and Recreation - Parks #7210***		
	-Increase Other Contractual Services	5,800	
	(re-budget painting of six sheds)		
	-Increase State Revenue Sharing		5,800
	(projected revenue is greater than budget)		
(Z)	***Parks and Recreation - Parks# 7210***		
	-Increase Improvements other than Buildings	40,000	
	(re-budget Park Lights and Electric Lights for Park Security)		
	-Increase Fund Balance/Cash Carryforward		40,000
	(additional fund balance from prior years)		
(AA)	***Parks and Recreation - Parks#7210***		
	-Increase Other Contractual Services	20,000	
	(Sportsman's West Football goal replacement (goals and installation)		
	-Increase Fund Balance/Cash Carryforward		20,000
	(additional fund balance from prior years)		
(AB)	***MIS Department - #1320***		
	-Increase Professional Services	16,187	
	(one-time expense for the transition of upgrading internet services)		
	-Increase State Revenue Sharing		16,187
	(projected revenue is greater than budget)		
(AC)	***MIS Department - #1320***		
	-Increase Office Equipment	71,393	
	(one-time expense for the transition of upgrading internet services)		
	-Increase Fund Balance/Cash Carryforward		71,393
	(additional fund balance from prior years)		
(AD)	***MIS Department - #1320***		
	-Increase Interfund Transfer from the Utility Operating Fund #431		54,750
	(transfer of funds to cover new fte for security)		
	-Increase FTE's by 1.00, plus salaries and benefits	54,750	
	(adding security position for security system)		
(AE)	***Parks and Recreation - Parks #7210***		
	-Increase Improvements other than Building	20,000	
	(replace football goals at Whispering Pines Park)		
	-Increase State Revenue Sharing		20,000
	(projected revenue is greater than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

(AF)	***Parks and Recreation - Parks #7210***		
	-Increase Improvements other than Building	16,000	
	(replace tennis net standards at Whispering Pines Park)		16,000
	-Increase State Revenue Sharing		
	(projected revenue is greater than budget)		
(AG)	***Parks and Recreation - Parks #7210***		
	-Increase Improvements other than Building	10,400	
	(Lyngate Park baseball fencing)		
	-Increase State Revenue Sharing		10,400
	(projected revenue is greater than budget)		
(AH)	***Parks and Recreation - Parks #7210***		
	-Increase Overtime	10,000	
	(additional overtime needed for personnel out on medical leave)		10,000
	-Increase State Revenue Sharing		
	(projected revenue is greater than budget)		
(AI)	***Parks and Recreation - Parks #7210***		
	-Increase Special Pay	2,000	
	(incentive pay for police officers charged to Parks Department)		2,000
	-Increase State Revenue Sharing		
	(projected revenue is greater than budget)		
(AJ)	***Parks and Recreation - Parks #7210***		
	-Increase Repair and Maintenance	10,000	
	(additional monies needed to cover repair and maintenance of equipment)		10,000
	-Increase State Revenue Sharing		
	(projected revenue is greater than budget)		
(AK)	***Police Department - Criminal Investigations #2115***		
	-Increase Overtime	5,735	
	(Overtime reimbursement by U.S. Marshall)		5,735
	-Increase State Revenue Sharing		
	(projected revenue is greater than budget)		
(AL)	***Police Department - Neighborhood Policing #2130***		
	-Increase Operating Supplies	1,887	
	(unspent funds from the prior year for various K-9 Equipment)		
	-Increase Fund Balance/Cash Carryforward		1,887
	(additional fund balance from prior year)		
(AM)	***Police Department - Neighborhood Policing #2130 - Project #1601***		
	-Increase Office Supplies	24,468	
	(grant to purchase flashlight system and UCI cameras for Patrol)		
	-Increase Justice Assistance Grant (JAG) - Federal		24,468
	(grant award)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

(AN)	***Police Department - Neighborhood Policing #2130 - Project #1608***		
	-Increase Office Supplies	31,363	
	(grant to purchase 165 wireless handheld microphones for Patrol)		
	-Increase Justice Assistance Grant (JAG) - FDLE/State		31,363
	(grant award)		
(AO)	***Police Department - VOCA/Domestic Violence Grant #2123***		
	-Increase Contingency	87,672	
	(position already budgeted in FY 15-16)		
	-Increase Victims of Crime Advocate (VOCA) Grant		87,672
	(grant award)		
(AP)	***Police Department - Neighborhood Policing #2130 - Project #Y1602***		
	-Increase Improvements other than Buildings	25,000	
	(constructing of a boatlift & dock at Canal Park for Patrol Marine Unit)		
	-Increase FIND Grant		25,000
	(grant award)		
(AQ)	***Police Department - Neighborhood Policing #2130***		
	-Increase Miscellaneous Line Items	96,571	
	(K-9 Training Facility)		
	-Decrease Contingency	(96,571)	
	(K-9 facility funding is currently budgeted in the General Fund Contingency)		
(AR)	***Finance Department - #1300***		
	-Increase Office Furniture and Equipment	2,600	
	(purchase of fax machine to electronically file code liens, building liens with the Clerk of C. Court)		
	-Decrease Nuisance Abatement Fees	(2,600)	
(AS)	***Communications Department - #1311***		
	-Increase Salaries and Benefits	85,746	
	(long-term employee received payout)		
	-Increase Fund Balance/Cash Carryforward		85,746
	(additional fund balance from prior year)		
(AT)	***Parks and Recreation - #7210***		
	-Increase other than Contractual Services	37,279	
	(Lyngate Dog Park Facility ADA Compliance)		
	-Increase Fund Balance/Cash Carryforward		37,279
	(additional fund balance from prior year)		
(AU)	***MIS Department - #1320***		
	-Increase FTE by 1.00, plus salaries and benefits	78,000	
	(Information Technology Security Manager (ITSM) for organization's entire security posture)		
	-Increase Operating and Capital Outlay	8,000	
	(software Licensing, workstation, tablet, desk, chair and office supplies)		
	-Increase Fund Balance/Cash Carryforward		86,000
	(additional fund balance from prior year)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

(AV)	***Legal Department - #1400***		
	-Increase Professional Services	24,250	
	(search firm costs/hiring a new City Attorney)		
	-Increase Travel Expenses	10,000	
	-Increase Fund Balance/Cash Carryforward		34,250
	(additional fund balance from prior year)		
(AW)	***Parks and Recreation - Recreation Division #7201***		
	-Increase Other Contractual Services	17,500	
	(General Population Needs Assessment - Goal "5" Strategic Plan/Leisure Needs Analysis)		
	-Increase Fund Balance/Cash Carryforward		17,500
	(additional fund balance from prior year)		
(AX)	***Communications - #1311***		
	-Increase Salaries and Benefits for Communications Director Position	57,603	
	(increase is needed based on prior payout of previous Director and new salary of $100,000)		
	-Increase Fund Balance/Cash Carryforward		57,603
	(additional fund balance from prior year)		
(AY)	***Communications - #1311***		
	-Increase Professional Services	25,000	
	(consultant required to help in Public Relations in the Communications Department)		
	-Increase Fund Balance/Cash Carryforward		25,000
	(additional fund balance from prior year)		
(AZ)	***Communications - #1311***		
	-Increase Professional Services	6,700	
	(additional overtime required for evening and weekend meetings/events)		
	-Increase Fund Balance/Cash Carryforward		6,700
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #001:	$ 6,650,425	$ 6,650,425

******ROAD & BRIDGE OPERATING FUND #104******

		Expenses	Revenues
(A)	***Interfund Transfers***		
	-Increase Interfund Transfer to the CRA #175 Fund	$ 3,768	
	(actual payment is greater than budget)		
	-Decrease Contingency	(3,768)	
(B)	***Interfund Transfers***		
	-Increase Interfund Transfer to the CRA #175 Fund	356	
	(actual payment is greater than budget)		
	-Decrease Contingency	(356)	
(C)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	44,411	
	(transfer needed to cover increase in medical claims)		
	-Decrease Contingency	(44,411)	
(D)	***Contingency***		
	-Decrease Fund Balance/Cash Carryforward		(131,168)
	(cash carryforward amount is less than budget)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

	-Decrease Contingency	(131,168)	
(E)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Citywide Median Mowing	100,000	
	(additional costs associated with re-bid contract)		
	-Decrease Contingency	(100,000)	
(F)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Irrigation Maintenance	15,000	
	(additional costs associated with re-bid contract)		
	-Decrease Contingency	(15,000)	
(G)	***Street Maintenance #4125***		
	-Increase Other Contractual Services	5,000	
	(repair outlets for citywide holiday lights and employee overtime for maintenance)		
	-Increase Donations - SLW Holiday Lights		5,000
(H)	***Interfund Transfer***		
	-Increase Interfund Transfer from the Utility Operating Fund #431		4,300
	(transfer needed for LS fiber at Grove Park)		
	-Increase Other Contractual Services - Traffic Division #4121	4,300	
	BUDGET AMENDMENT TOTAL - FUND #104	$ (121,868)	$ (121,868)

******LAW ENFORCEMENT IMPACT FEE FUND #109******

		Expenses	Revenues
(A)	***Police Department - Community Services #2015***		
	-Increase Computers and Computer Hardware	$ 525	
	(purchase of (5) Tablet Docks)		
	-Decrease Contingency	(525)	
(B)	***Police Department - Neighborhood Police Bureau Traffic Unit #2139***		
	-Increase Office Supplies	200	
	(purchase of misc. equipment for Traffic Unit)		
	-Decrease Contingency	(200)	
(C)	***Police Department - Neighborhood Police Bureau Traffic Unit #2139***		
	-Increase Office Furniture and Equipment	2,700	
	(purchase of (5) Tasers)		
	-Decrease Contingency	(2,700)	
(D)	***Police Department - Neighborhood Police Bureau Traffic Unit #2139***		
	-Increase Office Equipment	14,845	
	(purchase of (5) tablets and laptops		
	-Decrease Contingency	(14,845)	
(E)	***Police Department - Neighborhood Police Bureau Traffic Unit #2139***		
	-Increase Machinery and Equipment - Heavy	20,000	
	(purchase of (5) weapons, radios, lasers and radars)		
	-Decrease Contingency	(20,000)	
	BUDGET AMENDMENT TOTAL - FUND #109	$ -	$ -

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2015-16

	****BUILDING FUND #110 ****		
(A)	***Bldg. Permitting***		
	-Increase Printing and Binding	$ 80,000	
	(increase Scanning to accelerate scanning by 85% of paper documents)		
	-Decrease Contingency	(80,000)	
(B)	***Bldg. Administration***		
	-Increase Repair and Maintenance of Building	80,000	
	(solicit an assessment form professionals to remediate the air quality problems in Bldg. "B")		
	-Decrease Contingency	(80,000)	
(C)	***Bldg. Administration***		
	-Increase Professional Services	20,000	
	(cost to pursue Accreditation through the International Accreditation Service and Inter. Code Council)		
	-Decrease Contingency	(20,000)	
(D)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	41,773	
	(transfer needed to cover increase in medical claims)		
	-Increase Fund Balance/Cash Carryforward		41,773
	(additional fund balance from prior year)		
(E)	***Rental Income***		
	-Increase Rental Income Revenue		33,000
	(rental expense in other funds is greater than revenue budgeted in the Building Fund)		
	-Increase Contingency	33,000	
	BUDGET AMENDMENT TOTAL - FUND #110	$ 74,773	$ 74,773
	****NEIGHBORHOOD STABILIZATION #3 FUND #114****		
(A)	***Economic Environment Projects and Administration #5500/#5510***		
	-Decrease Other Current Charges and Obligations - repair and rehab.	$ (80,006)	
	(actual grant is less than budgeted)		
	-Increase Other Current Charges and Obligations - Admin. $'s	9,309	
	-Decrease NSP Grant Revenue		(75,514)
	(actual grant is less than budgeted)		
	-Increase Fund Balance/Cash Carryforward		4,817
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #114	$ (70,697)	$ (70,697)

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	****NEIGHBORHOOD STABILIZATION #3 FUND #116****		
(A)	***Economic Environment Projects and Administration #5500/#5510***		
	-Decrease Other Contractual Services	$ (359,055)	
	(actual grant is less than budgeted)		
	-Decrease Other Current Charges and Obligations	(44,371)	
	-Decrease NSP Grant Revenue		(500,000)
	-Increase Fund Balance/Cash Carryforward		96,574
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #116	**$ (403,426)**	**$ (403,426)**
	****COMMUNITY DEVELOPMENT BLOCK GRANT FUND #118****		
(A)	***C.D.B.G. Projects and Administration #5900/#5910***		
	-Decrease Traffic Control/Traffic Signals - Darwin Hawks	$ (185,110)	
	-Increase Traffic Control/Traffic Signals - Tunis Hawks	5,324	
	-Increase Improvements other than Bldg. - Community Garden	32,063	
	-Increase Repair and Rehab.	(144,828)	
	-Decrease Other Current Charges and Obligations - Administrative Costs	(4,095)	
	-Decrease Grant Revenue		(296,646)
	BUDGET AMENDMENT TOTAL - FUND #118	**$ (296,646)**	**$ (296,646)**
	****STATE HOUSING INITIATIVE PARTNERSHIP (S.H.I.P.) FUND #119****		
(A)	***S.H.I.P. Projects and Administration #5500/#5510***		
	-Decrease Other Current Charges and Obligation	$ (141,228)	
	(repair and rehab)		
	-Increase Operating Expense	9,559	
	(Admin $'s)		
	-Increase SHIP Grant Revenue		307,173
	(additional Grant Revenue)		
	-Decrease Fund Balance/Cash Carryforward		(438,842)
	(actual fund balance is less than budget)		
	BUDGET AMENDMENT TOTAL - FUND #119	**$ (131,669)**	**$ (131,669)**
	****USA 3 & 4 COLLECION FUND #122****		
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Utilities Renewal & Replacement Fund #438	$ 420,000	
	(installation of pig launchers and pigging lines using USA 3 & 4 excess funds)		
	-Decrease Contingency	(420,000)	
	BUDGET AMENDMENT TOTAL - FUND #122	**$**	**$**

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****WYNDCREST - DIGITAL DOMAIN FUND - #142****

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Decrease Interfund Transfer from the General Fund #001		$ (355,000)
	(reduce transfer based on use of cash funded reserve)		
	-Increase Fund Balance/Cash Carryforward		355,000
	(additional fund balance from prior year)		
(B)	***Non-Departmental***		
	-Increase Principal and Interest	13,605,278	
	(actual payment is greater than budget - retie bonds with sales proceeds)		
	-Increase Fund Balance/Cash Carryforward		13,605,278
	(additional fund balance due to sale of facility in prior year)		
	BUDGET AMENDMENT TOTAL - FUND #142	$ 13,605,278	$ 13,605,278

****SOUTH LENNARD SAD FUND #150****

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the General CIP Fund #301	$ 268,196	
	(transfer needed to cover the expansion of the existing boardwalk at Riverwalk)		
	-Reduce Contingency	(268,196)	
	BUDGET AMENDMENT TOTAL - FUND #150	$ -	$ -

****RIVER POINT SAD FUND - #151****

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the General CIP Fund #301	$ 234,130	
	(transfer needed to cover the expansion of the existing boardwalk at Riverwalk)		
	-Reduce Contingency	(234,130)	
	BUDGET AMENDMENT TOTAL - FUND #151	$ -	$ -

****COMMUNITY REDEVELOPMENT AGENCY FUND - #175****

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Decrease Interfund Transfer from the General Fund #001		$ (97,061)
	(actual payment is less than Budget)		
	-Decrease Contingency	$ (97,061)	
(B)	***Interfund Transfer***		
	-Increase Interfund Transfer from the Road and Bridge Fund #104		3,768
	(actual payment is greater than budget)		
	-Increase Contingency	3,768	
(C)	***CRA Revenue***		
	-Increase Shared Revenue - St. Lucie County General Fund		47,544
	-Decrease Shared Revenue - St. Lucie County Fine & Forfeiture		(2,022)
	(actual payment is greater than budget)		
	-Increase Contingency	45,522	

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(D)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	513	
	(transfer needed to cover increase in medical claims)		
	-Increase Fund Balance/Cash Carryforward		513
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #175:	$ (47,258)	$ (47,258)

******COMMUNITY REDEVELOPMENT AGENCY SOUTHERN GROVE FUND - #178******

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer from the General Fund #001		$ 5,378
	(actual payment is greater than Budget)		
	-Increase Other Current Charges	$ 5,378	
	(payment to Southern Grove)		
(B)	***CRA Revenue***		
	-Increase Shared Revenue - St. Lucie County General Fund		5,375
	(actual payment is greater than budget)		
	-Increase Other Current Charges	5,375	
	(payment to Southern Grove)		
	BUDGET AMENDMENT TOTAL - FUND #178:	$ 10,753	$ 10,753

******GENERAL CAPITAL IMPROVEMENT FUND #301**

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer from the Lennard Road SAD Fund #150		$ 268,196
	(transfer to cover the Riverwalk Boardwalk & Westmoreland Park)		
	-Increase Interfund Transfer from the River Pointe SAD Fund #151		234,130
	(transfer to cover the Riverwalk Boardwalk & Westmoreland Park)		
	-Increase Professional Services	502,326	
	(Riverwalk Project)		
	BUDGET AMENDMENT TOTAL - FUND #301:	$ 502,326	$ 502,326

****** ROAD AND BRIDGE CAPITAL IMPROVEMENT FUND - #304 ******

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Decrease Interfund transfer to the CRA #175 Fund	$ (71,654)	
	(transfer not needed, millage moved to the General Fund)		
	-Increase Contingency	71,654	
(B)	***Engineering Operations #4105***		
	-Increase Improvements other than Buildings - Professional Services	25,000	
	(design of a signalized intersection at SW California Blvd. and SW Del Rio Blvd.)		
	-Increase Fund Balance/Cash Carryforward		$ 25,000
	(additional fund balance from prior year)		

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(C)	***Engineering Operations #4105***		
	-Increase Improvements other than Buildings - Professional Services	30,000	
	(design for two parking lots on Crosstown Parkway)		
	-Increase Fund Balance/Cash Carryforward		30,000
	(additional fund balance from prior year)		
(D)	***Engineering Operations #4105 Project # Y1420***		
	-Increase Improvements other than Buildings	836,088	
	(re-budget City Funded Sidewalk Program)		
	-Increase Fund Balance/Cash Carryforward		836,088
	(additional fund balance from prior year)		
(E)	***Engineering Operations #4105 Project # Y1334***		
	-Increase Improvements other than Buildings	550,000	
	(US 1 Bus Shelters)		
	-Increase JPA Grant		550,000
	(supplemental JPA agreement)		
(F)	***Traffic Control and Improvements #4121***		
	-Increase Bridge Repair	155,000	
	(Southbend Boulevard Bridge Beautification Project)		
	-Increase Fund Balance/Cash Carryforward		155,000
	(additional fund balance from prior year)		
(G)	***Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services	30,000	
	(establish study boundary for traffic calming options for Carter Ave.)		
	-Increase Fund Balance/Cash Carryforward		30,000
	(additional fund balance from prior year)		
(H)	***Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services	180,000	
	(California-Del Rio converting the stop controlled intersection to a signalized intersection)		
	-Increase Fund Balance/Cash Carryforward		180,000
	(additional fund balance from prior year)		
(I)	***Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services	500,000	
	(PSL Blvd. redesigned from Darwin to Cairo ave., conversion to curb and gutter and sidewalk		
	-Increase Fund Balance/Cash Carryforward		500,000
	(additional fund balance from prior year)		
(J)	***Traffic Control and Improvements #4121 Project # Y26028***		
	-Increase Land	70,000	
	(proposed roundabout at the Bayshore & Selvitz intersection requires additional ROW for construction)		
	-Increase Fund Balance/Cash Carryforward		70,000
	(additional fund balance from prior year)		
(K)	***Traffic Control and Improvements #4121***		
	-Decrease Buildings	(100,000)	
	(the City is selling U.S. 1 Building, funds are not needed for building improvements)		
	-Increase Buildings	100,000	
	(improvements will be made the building at Thornhill and Dwyer)		

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(L)	***Engineering Operations #4105***		
	-Increase Land	35,000	
	(acquisition of a property which was obtained through eminent domain for the Becker Road Widening Project)		
	-Increase Fund Balance/Cash Carryforward		35,000
	(additional fund balance from prior year)		
(M)	***Engineering Road and Street Facilities - Streets #4125***		
	-Increase Improvements other than Buildings	17,525	
	(entry feature signs)		
	-Increase Fund Balance/Cash Carryforward		17,525
	(additional fund balance from prior year)		
(N)	***Engineering Traffic Control and Improvements - #4121***		
	-Increase Other Contractual Services	50,000	
	(additional monies needed for Contract Application of Thermoplastic & Road Striping - 8 school zones)		
	-Increase Fund Balance/Cash Carryforward		50,000
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #304:	$ 2,478,613	$ 2,478,613

*****CROSSTOWN PARKWAY FUND #314**

		Expenses	Revenues
(A)	***Road & Street Facilities - Engineering Operations***		
	-Decrease Bridges	$ (87,595,000)	
	(Funding was encumbered in FY 14-15 after 15-16 budget was approved by Council)		
	-Decrease Bond Proceeds		(16,000,000)
	-Decrease Grant Revenue		(71,595,000)
	BUDGET AMENDMENT TOTAL - FUND #314:	$ (87,595,000)	$ (87,595,000)

****** STORMWATER UTILITY FUND #401******

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Other Contractual Services	$ 900,000	
	(Blackwell Pumpstaion Rehab)		
	-Increase Fund Balance/Cash Carryfoward		$ 900,000
	(additional fund balance from prior year)		
(B)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	77,589	
	(transfer needed to cover increase in medical claims)		
	-Increase Fund Balance/Cash Carryforward		77,589
	(additional fund balance from prior year)		
(C)	***Greenbelt & Waterway Maintenance - #4127***		
	-Increase Irrigation Control Maintenance	15,000	
	(Eastlake Village added additional irrigation zones; maintenance and repair associated with added zones)		
	-Increase Fund Balance/Cash Carryforward		15,000
	(additional fund balance from prior year)		
(D)	***Street and Drainage - #4126***		
	-Increase Other Contractual Services	27,000	
	(SFWMD monitoring and data logger maintenance for Elks-Cane Slough & Lennard Square)		
	-Increase Fund Balance/Cash Carryforward		27,000
	(additional fund balance from prior year)		

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(E)	***Engineering Operations - #4105 Project #92013***		
	-Increase Professional Services	124,078	
	(Water Quality Testing for EWIP Cane Slough)		
	-Increase Fund Balance/Cash Carryforward		124,078
	(additional fund balance from prior year)		
(F)	***Street and Drainage - #4126 Project #Y1514***		
	-Decrease Roadways-Professional Services	(886,970)	
	(Veteran's Memorial Water Quality Project)		
	-Decrease SLRIT Grant		(375,000)
	-Increase Contingency	511,970	
(G)	***Street and Drainage - #4126***		
	-Increase other Contractual Services	450,000	
	(Walters Terrace Drainage Repair - failed canal bank within the D-12 right-of-way)		
	-Increase Fund Balance/Cash Carryforward		450,000
	(additional fund balance from prior year)		
(H)	***Street and Drainage - #4126***		
	-Increase other Contractual Services	425,000	
	(C-105 Outfall Repairs - repairs to existing control structure within the C-105 right-of-way)		
	-Increase Fund Balance/Cash Carryforward		425,000
	(additional fund balance from prior year)		
(I)	***Greenbelt and Waterway Maintenance #4127 - Project #Y1227***		
	-Increase Improvements other than Buildings	800,000	
	(structural repairs to control structure including automation to remotely operate control gates)		
	-Increase Fund Balance/Cash Carryforward		800,000
	(additional fund balance from prior year)		
(J)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Improvements other than Buildings	70,000	
	(Tiffany/Blackwell Structure Improvements - Emergency Repair to #SWWW1 structure)		
	-Increase Fund Balance/Cash Carryforward		70,000
	(additional fund balance from prior year)		
(K)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Citywide Tree Removal	100,000	
	(Pepper Tree Eradication - eradicate exotic vegetation encroaching on right-of-way)		
	-Increase Fund Balance/Cash Carryforward		100,000
	(additional fund balance from prior year)		
(L)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Land Purchase	50,000	
	(Property Acquisition-Elcam Waterway - provide maintenance access to a drainage structure)		
	-Increase Fund Balance/Cash Carryforward		50,000
	(additional fund balance from prior year)		
(M)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Citywide Median Mowing	100,000	
	(Median Maintenance - additional costs associated with contract re-bid)		
	-Increase Fund Balance/Cash Carryforward		100,000
	(additional fund balance from prior year)		

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(N)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase Greenbelt DROW	50,000	
	(Canal Maintenance - manual labor to clear the DROW due to limited access with conventional equipment)		
	-Increase Fund Balance/Cash Carryforward		50,000
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #401:	$ 2,813,667	$ 2,813,667

******EWIP FUND #403******

(A)	***Interfund Transfer***		
	-Decrease Interest Income		(5,000)
	-Decrease Fund Balance Cash Carryforward		(1,050,000)
	(remaining balance of EWIP Fund was transferred to the Stormwater Fund #401 in 14-15)		
	-Decrease Other Contractual Services	(900,000)	
	-Decrease Interfund Transfer into the Stormwater Fund #401	(155,000)	
	BUDGET AMENDMENT TOTAL - FUND #403:	$ (1,055,000)	$ (1,055,000)

******GOLF COURSE FUND #421******

(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	$ 8,662	
	(transfer needed to cover increase in medical claims)		
	-Increase Fund Balance/Cash Carryforward		$ 8,662
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #421:	$ 8,662	$ 8,662

******UTILITIES OPERATING FUND #431******

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	$ 257,575	
	(transfer needed to cover increase in medical claims)		
	-Increase Fund Balance/Cash Carryforward		$ 257,575
	(additional fund balance from prior year)		
(B)	***Utility Customer Service - #1346***		
	-Increase Office Equipment	15,000	
	(transfer needed to cover increase in medical claims - "Take a number" for customers)		
	-Decrease Contingency	(15,000)	
(C)	***Utility Customer Service - #1346***		
	-Increase Intangible Assets	100,000	
	(Avaya (AT&T) for customers at customer service, enable customer to leave call back number)		
	-Decrease Contingency	(100,000)	

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(D)	***Utility Billing - #1347***		
	-Increase Intangible Assets	60,000	
	(summation 360 including IVR (Interactive Voice Response) and alerworks for CIS customers)		
	-Decrease Contingency	(60,000)	
(E)	***Utility Engineering - #1350***		
	-Increase Other Contractual Services	35,000	
	(quote to hire outside firm to scan files)		
	-Decrease Contingency	(35,000)	
(F)	***Utility Inflow and Infiltration- #3370***		
	-Increase Safety Equipment	21,000	
	(safety equipment for ADA employees)		
	-Decrease Contingency	(21,000)	
(G)	***Utility Lift station - #3380***		
	-Increase Land	7,000	
	(purchase land for lift station on Camden)		
	-Decrease Contingency	(7,000)	
(H)	***Utility R.O. Plant #3310***		
	-Increase Repair and Maintenance of Building	50,000	
	(construction of three offices at R.O. Plant)		
	-Decrease Contingency	(50,000)	
(I)	***Utility Lift station - #3380***		
	-Increase Computers and Software	4,000	
	(install network at Southport for Lift Station department)		
	-Decrease Contingency	(4,000)	
(J)	***Utility Lift station - #1340***		
	-Increase Computers and Software	50,000	
	(add server with 50 licenses for the Work Order Program)		
	-Decrease Contingency	(50,000)	
(K)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Road and Bridge Fund #104	4,300	
	(fiber at Grove Park)		
	-Decrease Contingency	(4,300)	
(L)	***Interfund Transfer***		
	-Increase Interfund Transfer to the General Fund #001	54,750	
	(funding a position for MIS by deleting a position in the Utility Department)		
	-Decrease FTE's, plus salaries and benefits in #1340 Utility Administration	(54,750)	
	BUDGET AMENDMENT TOTAL - FUND #431:	$ 257,575	$ 257,575

******UTILITIES WATER AND SEWER REPLACEMENT FUND #438******

(A)	***Westport Wastewater Plant #3512***		
	-Increase Improvements other than Buildings	$ 29,880	
	(TAW Power Systems Groups - Emergency repairs to backup generator)		
	-Decrease Contingency	(29,880)	

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(B)	***Water - Plant Operation #3310***		
	-Increase Improvements other than Buildings	21,500	
	(replace stand pipe/additional work needed after initial work was being performed)		
	-Decrease Contingency	(21,500)	
(C)	***McCarty Ranch Water Plant #3314***		
	-Increase Improvements other than Buildings	100,000	
	(water control structure 9 replacement at McCarty Ranch)		
	-Decrease Contingency	(100,000)	
(D)	***Water - Plant Operation #3310***		
	-Increase Improvements other than Buildings	200,000	
	(additional R.O. Plant repairs needed at this time)		
	-Decrease Contingency	(200,000)	
(E)	***Utility - Liftstations - #3380***		
	-Increase Improvements other than Buildings	420,000	
	(installation of pig launchers and pigging lines using USA 3 & 4 excess funds)		
	Interfund transfer in Fund 122 USA 3 & 4 Collection Fund		420,000
	BUDGET AMENDMENT TOTAL - FUND #438:	$ 420,000	$ 420,000

******UTILITIES WATER AND SEWER CONNECTION FEE FUND #439*******

(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the Medical Insurance Fund #605	$ 14,040	
	(transfer needed to cover increase in medical claims)		
	-Decrease Contingency	(14,040)	
(B)	***Contingency***		
	-Decrease Fund Balance/Cash Carryforward		$ (965,095)
	(actual cash carryforward is less than budget)		
	-Decrease Contingency	(965,095)	
(C)	***Water-Field Operation - #3315***		
	-Increase other Contractual Services	149,425	
	(additional water installations and conversions)		
	-Decrease Contingency	(149,425)	
	BUDGET AMENDMENT TOTAL - FUND #439:	$ (965,095)	$ (965,095)

******UTILITIES 2006 BOND CIP FUND #445*******

(A)	***Water Distribution - Preventive Maintenance #3316 Project #Y1122***		
	-Increase Improvements other than Building	$ 322,000	
	(construction of Midway Road Line Relocation)		
	-Increase Fund Balance/Cash Carryforward		$ 322,000
	(additional fund balance from prior year)		

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(B)	***Preventive Maintenance -#3515 Project #Y1122***		
	-Increase Improvements other than Building	138,000	
	(construction of Midway Road Line Relocation)		
	-Increase Fund Balance/Cash Carryforward		138,000
	(additional fund balance from prior year)		
(C)	***Water - Plant Operations - #3310 Project #Y1314***		
	-Increase Improvements other than Building	163,000	
	(construction at McCarty Ranch related to water and sewer lines)		163,000
	-Increase Improvements other than Building		
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #445:	$ 623,000	$ 623,000

******Law Enforcement Trust Fund #603******

		Expenses	Revenues
(A)	***Law Enforcement Criminal Investigation - #2115***		
	-Increase Misc. Line Items	$ 78,494	
	(court reporter, travel, transportation, seized properties, court & lien costs & misc. operating)		
	-Increase Confiscated/Abandoned Revenue		10,988
	(projected revenue is greater than budget		
	-Increase Interest Income		3,500
	-Decrease Contingency	(34,006)	
	-Increase Fund Balance/Cash Carryforward		30,000
	(additional fund balance from prior year)		
(B)	***Law Enforcement Administrative - #2110***		
	-Increase other current charges and obligations	19,782	
	(support various crime prevention programs)		
	-Decrease Interfund Transfer to the General Fund #001	(10,000)	
	(actual transfer should be $10,000, not the budgeted $20,000)		
	-Increase Fund Balance/Cash Carryforward		7,644
	(additional fund balance from prior year)		
	-Decrease Contingency	(2,138)	
(C)	***Law Enforcement Neighborhood Policing - #2130 Project #Y1602***		
	-Increase Improvements other than Buildings	25,000	
	(grant match - represents 50% match for FIND grant for Canal Park Marine Unit Boatlift and Dock)		
	-Decrease Contingency	(25,000)	
	BUDGET AMENDMENT TOTAL - FUND #603:	$ 52,132	$ 52,132

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****MEDICAL INSURANCE FUND #605****

		Expenses	Revenues
(A)	***General Government***		
	-Increase Stop Loss	$ 163,559	
	(revised renewal offer 10/01/2015)		
	-Reduce Contingency	(163,559)	
(B)	***Interfund Transfer***		
	-Increase Interfund Transfer from OPEB Fund # 609		$ 500,000
	(budget transfer from OPEB)		
	-Increase Medical Claims	500,000	
	(actual claims are greater than budget)		
(C)	***Interfund Transfer***		
	-Increase Interfund Transfer from General Fund Operating #001		555,437
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from Road and Bridge Operating Fund #104		44,411
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from Building Department Fund #110		41,773
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from CRA Fund #175		513
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from Stormwater Fund #401		77,589
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from Golf Course Fund #421		8,662
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from Utilities Fund #431		257,575
	(transfer needed to cover increase in claims)		
	-Increase Interfund Transfer from Utilities Fund #439		14,040
	(transfer needed to cover increase in claims)		
	-Increase Medical Claims	1,000,000	
	(actual claims are greater than budget)		
(D)	***Contingency***		
	-Decrease Fund Balance/Cash Carryforward		$ (173,987)
	(fund balance is overstated in adopted budget)		
	-Decrease Contingency	(173,987)	
	BUDGET AMENDMENT TOTAL - FUND #605:	$ 1,326,013	$ 1,326,013
	Budget Amendment #1 Grand Total	$ (61,863,442)	

Budget Amendment #1 FY 2015-16

Office of Management and Budget

Net Decrease $61,863,442

Revised Budget total $497,505,711

Office of Management and Budget

Reasons for Amending City Budget

- Staffing Changes
- VGTI costs
- Delayed Projects
- Strategic Plan Items
- Police Department Items
- Safety and Maintenance Items
- Corrections and Updates

Staffing Requests
(net increase of 2.65 FTE's)

- Two Positions in MIS
  - One for Utility System and funded by that fund (drop one FTE in Utility)
  - One for overall Technology Security (Strategic Plan)
- 0.50 FTE in HR
- 0.15 FTE upgrade in Procurement
- 0.50 upgrade of P/T to F/T in Finance (funding from Police Pension Board and ICMA admin $'s)

VGTI Costs

- Higher monthly costs associated with the Court Approved Receiver, Bond Trustee and Building Operating Costs ($2.4 million)
- Replenishment of Debt Reserve Fund – Delayed from prior year ($2 million)

Items Delayed from prior year (re-budgeting)

(Funded from additional Cash Carryforward)

- Two vehicles in Parks & Recreation
  - Delivery and Payment delayed from last year ($141,997)
- Various Stormwater and Road Capital Projects ($5.4 million)
  - Delayed projects and available funds from savings

Items required for Strategic Plan

- Upgrade to TV20 equipment and Council Chambers $78,500
- Enhancement to City's internet system $125,580

Police Department items

- Requests are for various equipment and two capital projects
- Items are funded with grants, impact fees and forfeiture funds
- Capital Projects
  - K9 Training Facility - $96,571 remaining donation funds from prior year
  - Dock and Lift for Marine Unit - $25,000 FIND grant and $25,000 in Forfeiture Funds

Safety and Maintenance items

- Parks & Recreation has found a number of items that must be replaced in various parks $105,100
- Civic Center generators need to retrofit $110,000
- Lyngate Dog Park ADA improvements $37,279

Budget Corrections and Updates

- Reduce General Fund contribution toward Digital Domain debt based on final re-financing - $355,000 savings
- Add'l cost of outside Legal Firms - $900,000
- Funding shortfall in Health Plan - $1 million
- Reduce duplicate budget for Crosstown Parkway Bridge - $87,595,000

Impact to City's Contingency Levels

- All Contingencies will remain within policy
- All requests are using additional revenues or additional fund balance

Questions and Request to Approve

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: David K. Pollard, MBA, CGFO, OMB Director

Agenda Item: Ordinance: Budget Amendment #1 – FY 2015-16

Submittal Date: 3/16/2016 16-17

STRATEGIC PLAN LINK: GOALS 2018 – FINANCIALLY SOUND CITY

BACKGROUND: Each year, the adopted budget is amended as required for un-budgeted items. Requests might be to re-budget projects that were delayed from the prior year, or to budget for items that are requested by Management or City Council that were not in the original budget. There can also be requests for funding of emergency items that were not forecasted. This is the first amendment for the fiscal year.

ANALYSIS: Each of the requests is matched to a funding source and sorted by fund with a brief explanation offered. Funds are available for each item as noted, either using additional revenues, identified savings or re-budgeting of last year's funds (fund balance carryforward).

FINANCIAL INFORMATION: The total of this budget amendment is a net decrease of $61,863,442 for a new budget total of $497,505,711. The budgeted financial contingency remains in place in each operating fund as required by policy.

LEGAL INFORMATION: Approved as to form by the Interim City Attorney, 3-15-16

STAFF RECOMMENDATION: Submitted by OMB to the City Manager on behalf of the various city departments. Staff recommends approval.

SPECIAL CONSIDERATION: There are very few staffing requests in this budget amendment and the various funding requests can be placed in one of several categories: VGTI costs, Delayed (re-budgeting) items, Strategic Plan items, Police Programs, Safety and Maintenance issues and Budget Corrections / Updates.

Available funding sources are either the drawdown of the fund's budgeted contingency or in many cases, the Cash Carryforward balance from the prior year exceeded the projection. As addressed at the Winter Retreat, the General Fund generated a surplus in FY 2014-15 of ±$2.9 million. Also, a few budgeted revenues are being increased as they are expected to exceed the original budget.

Staffing - The MIS Department is requesting two positions. One FTE will be funded by an annual transfer from the Utility fund to support their programs. The Utility Department reduced one position to generate the funding for the transfer ($54,750 utility funded). The other new MIS position is for overall Technology Security ($86,000 cost). In the HR Department, a grant funded part-time position is reaching the end of the available program and the position is needed to maintain the records of the department ($15,000 cost). The Procurement Management Department is requesting a slight upgrade to a part-time position of 0.15 FTE to assist with the department's workload ($5,222 cost). The Finance Department needs to increase a part-time position to full time for the work associated with the Pension Plan and will be receiving from the pension plan for administration effort ($54,787 cost with funding source).

VGTI – This failed economic investment will have higher costs in this fiscal year than was originally projected. One, because of the higher costs associated with the court approved receiver ($2,367,407) and two, because the replenishing of the debt reserve account was delayed from the prior year ($1,963,327).

Items Delayed from prior year – Some of the VGTI cost also falls into this category, but two vehicles in the Parks & Recreation Department ($141,997) were budgeted and ordered last year, but their delivery was delayed to this year causing funds unspent in last year and the need to re-budget this year. Also several projects in the Road CIP Fund and Stormwater Fund are in this situation and will be re-budgeted using additional cash carryforward.

Strategic Plan – Several items are being requested to continue progress on the City's Strategic Plan such as the communications upgrade in the Council Chambers ($51,500) and the enhancements to TV-20 programing ($27,000). Also, the MIS Department is taking steps to improvement the internet system ($125,580).

Police Programs – There are requests totaling $272,696 for the Police Department within the General Fund. Most of that is funded by grants (ex. FIND grant for the boatlift, $25,000) and donations ($96,571 of remaining funds from prior year for K9 facility). Also in the Police Impact Fee fund, $38,270 in available funds are being requested for approved equipment. And the Forfeiture Fund is funding equipment and projects costing $103,494.Additional

Safety and Maintenance Items – The Parks & Recreation Department has requests totaling $252,379 that are related to maintenance and safety. The department recently found issues with equipment that were decayed and requires immediate replacement. Some of these requests were delayed from the prior year and thus are using the additional cash carryforward in the General Fund.

Budget Corrections / Updates – the remaining items would fall into the category of budget corrections and / or updates. Examples are the reduction toward Digital Domain annual debt ($355,000 savings to General Fund), the additional cost of

outside legal firms ($900,000) and the search firm ($334,250 cost to General Fund) and the required $1 million in transfers from the various operating budgets for the Employee Health Plan ($555,437 impact to the General Fund). The largest item in this amendment is the adjustment to the Crosstown Parkway Capital Fund ($87,595,000). The cost of the bridge was budgeted in the current year because it was anticipated that the contract would not get awarded and encumbered last year. However, the contract was encumbered prior to end of the year which charged it against last year's budget. This item must be eliminated from the current year budget.

PRESENTATION INFORMATION: Powerpoint Presentation is available

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance and Schedule of Requested Updates

RECEIVED
MAR 16 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 8B
DATE 4/11/16

COUNCIL ITEM 10B
DATE 3/28/16

ORDINANCE 16 – 18

AN ORDINANCE OF THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING CHAPTER 36, CITY POLICY, ARTICLE I, ADDING SECTION 36.03 IMPOSING A FEE FOR COLLECTION BY THE LIEN SERVICES DIVISION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, § 2 of the Florida Constitution, and Chapter 166, Florida Statutes, the City of Port St. Lucie, Florida ("City") has the power and authority to enact ordinances and regulations for valid governmental purposes that are not inconsistent with general special law; and

WHEREAS, the City frequently receives requests lien searches from title companies, banks, financial institutions, attorneys, and other entities and individuals for which the City incurs administrative time and costs processing the requests; and

WHEREAS, where a lien search request is received by the City, staff time from multiple departments is required, including the City Clerk's office, the Finance department, the Legal department, the Building department, the Utilities department; and

WHEREAS, to offset the increasing demand of staff time and resources, the City recommends imposing a charge for processing lien searches regarding real property located within the City limits; and

WHEREAS, at the City Council Winter Retreat on March 3, 2016, the City Council unanimously approved the creation of a Lien Services Division under the Finance Department of the City of Port St. Lucie; and

WHEREAS, the Lien Services Division desires to impose a fee for its search services; and

WHEREAS, the City Council of the City of Port St. Lucie adopts fees imposed by the City.

NOW THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City of Port St. Lucie City Council hereby adopts a lien services division.

Section 2. Section 36.03 of Port St. Lucie City Code is hereby amended to read as follows:

The Lien Services Division shall impose a fee of $50 for work performed in providing a lien search.

Each lien search provides the requester with information regarding outstanding municipal debts assessed on a specific City property through a utility account, including Capital Charge Agreements, delinquent service charges, water and sewer loan payoffs, building department liens, code compliance liens, nuisance abatement liens, special assessment or community services mortgage. Should there be an outstanding municipal debt, payments and releases of liens may be processed by the Lien Services Division.

Section 4. This ordinance shall become effective 10 days after adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM
AND SUFFICIENCY:

_____
Azlina Goldstein Siegel,
Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Edwin M. Fry, Jr., Finance Director/City Treasurer for

FROM: Charlie Proulx, Senior Accountant, CGFO CP

Agenda Item: Ordinance: Approving the Lien Services Division to Provide Lien Search Services to the Public 16-18

Submittal Date: 3/11/2016

STRATEGIC PLAN LINK: Principal A, "Exceptional Municipal Services" and Response to the Community.

BACKGROUND: Over the years various departments have assumed duties related to their own liens and active cases. Dramatic increases in recorded liens have challenged staff to provide an efficient way of providing lien information. Currently it may take up to six departments to provide a search for all City liens. Multiple points of contact make gathering information on City liens time consuming for both staff and the requester. Issues arise when multiple requesters are conducting lien searches for the same property with various departments and arrive with different conclusions. Liens can be paid twice, vacated then modified, or modified then paid in full.

ANALYSIS: Consolidation of all lien search duties into a single division will eliminate multiple points of contact and provide a one-stop-shop for all lien related matters. The Lien Services Division will implement a web form allowing for online submission of lien search requests. An internal database will be created allowing for the tracking of each request thus eliminating double payments and other scenarios mentioned above. A lien search and verification charge will be assessed. This payment is only to recoup the cost of researching/verifying and creating a document.

FINANCIAL INFORMATION: Lien Services Division will assess a $50 fee for a comprehensive City lien and active case search. The Payment is assessed only if the response required is requested in writing. Verbal information and information on the

City's website is provided free of charge. Two full time employees (FTEs) will be needed in order to attain the level of service consistent with the City's strategic plan.

LEGAL INFORMATION: This item has been reviewed by Stefanie Beskovoyne, Assistant City Attorney, on March 11, 2016 and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Staff recommends approval of the Ordinance in substantially the form attached hereto, adopting the Lien Services Division, Adoption of the $50 fee, and approval of 2 FTEs.

SPECIAL CONSIDERATION: Estimated time of implementation is 30 days after the hiring of personnel.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance

RECEIVED

MAR 15 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-19

COUNCIL ITEM DATE 4/11/16 8C COUNCIL ITEM DATE 3/28/16 10C

AN ORDINANCE TO REZONE 1.47 ACRES OF PROPERTY LEGALLY DESCRIBED AS ST. LUCIE WEST PLAT NO. 168, OST (OPEN SPACE TRACT) 1A, 1B, AND 2A AND LOCATED ON THE NORTH SIDE OF ST. LUCIE WEST BOULEVARD IN BETWEEN CALIFORNIA BOULEVARD AND COUNTRY CLUB DRIVE; FROM GU (GENERAL USE) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS ST. LUCIE WEST SERVICES DISTRICT (P16-015); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, St. Lucie West Services District, hereinafter referred to as the owner, seeks to rezone 1.47 acres of property located on the north side of St. Lucie West Boulevard in between California Boulevard and Country Club Drive and within the City of Port St. Lucie, from the zoning designation of GU (General Use) to CG (General Commercial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on March 1, 2016 to consider the rezoning application (P16-015), notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on April 11, 2016 to consider the rezoning application (P16-015), advertising of the public hearing having been made; and

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1: That the property legally described as St. Lucie West Plat No.168, OST (Open Space Tract) 1A, 1B and 2A be rezoned from the Zoning Classification of GU (General Use) to CG (General Commercial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16-19

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Azlina Goldstein-Siegel, Interim City Attorney

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF MARCH 1, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **ST. LUCIE WEST SERVICES DISTRICT REZONING APPLICATION (P16-015)**

DATE: **FEBRUARY 19, 2016**

PROPOSED REQUEST: The proposed request seeks to rezone property from GU (General Use) to CG (General Commercial).

APPLICANT: Bradley J. Currie of Engineering Design & Construction, Inc.

OWNER: St. Lucie West Services District. Proof of ownership is attached to staff report.

LOCATION: The property is located on the north side of St. Lucie West Boulevard in between California Boulevard and Country Club Drive.

LEGAL DESCRIPTION: The property is legally described as St. Lucie West Plat No.168, OST (Open Space Tract) 1A, 1B and 2A.

SIZE: 1.47 acres

EXISTING ZONING: GU (General Use)

FUTURE LAND USE: CG/I (General Commercial/Institutional)

REQUESTED ZONING: CG (General Commercial)

EXISTING USE: Vacant land

SURROUNDING USES: North = GU (General Use), water management tract; South = St. Lucie West Boulevard and beyond is OSR (Open Space Recreation), water management tract and country club; East = CG (General Commercial) zoning, Bank of America; West = CG (General Commercial) zoning, Arby's restaurant.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested rezoning is consistent with the direction and policies of the Comprehensive Plan. The request is consistent with Policy 1.1.4.13 which specifies that the CG Zoning District is compatible with the CG Future Land Use classification.

Sewer/Water Service: St. Lucie West Services District is the provider of water and sewer.

Environmental: The property is dedicated on St. Lucie West Plat No.168 as upland preservation area (Exhibit A). The property was dedicated pursuant to Condition No. 12 of the St. Lucie West DRI Development Order. In order to develop the property, mitigation will need to be provided per the City's requirements. At the time of site plan review a gopher tortoise survey will be required.

Other: The property will need to be replatted to remove the upland preservation area dedications prior to development.

STAFF RECOMMENDATION:

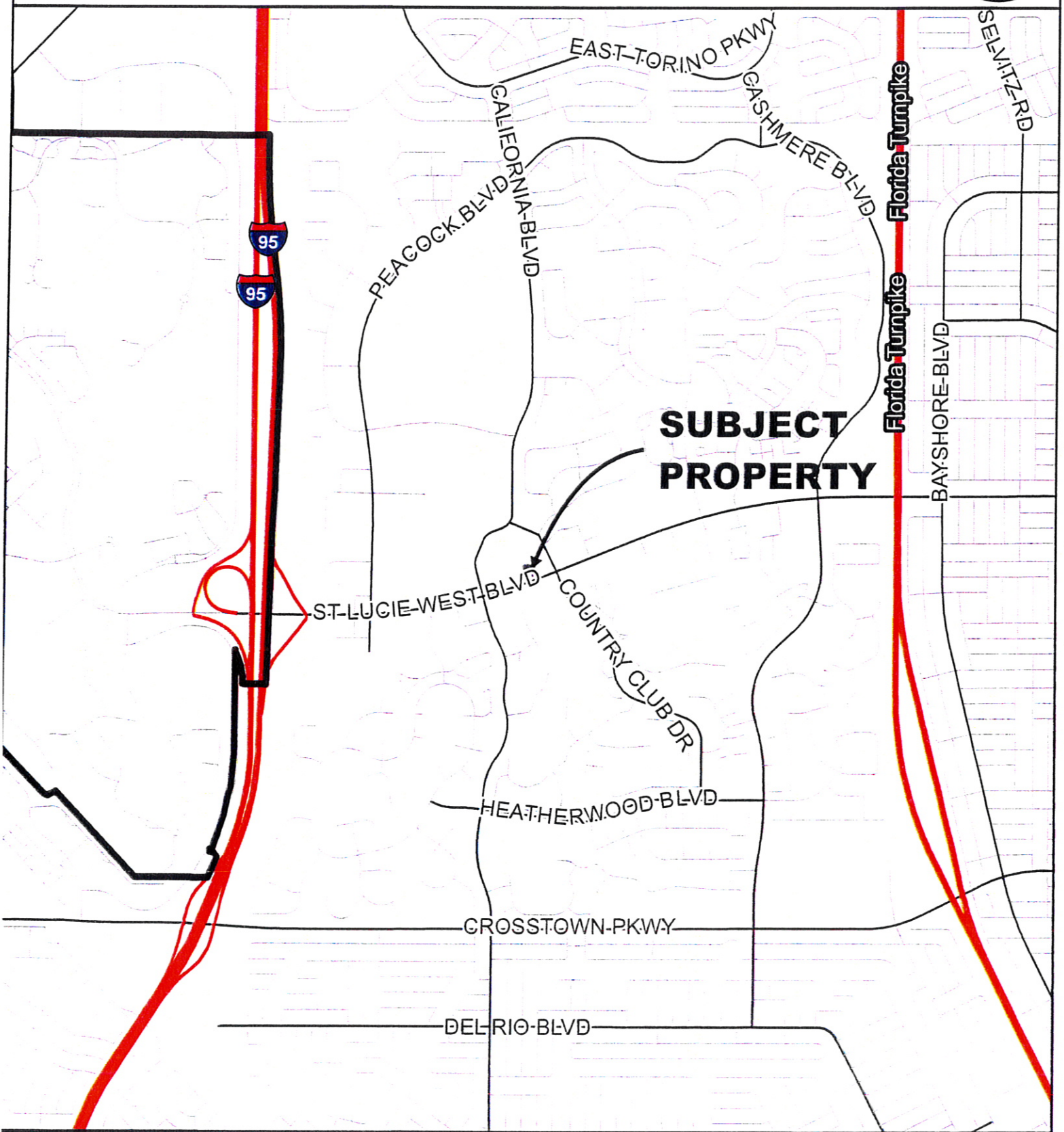
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan including the CG Future Land Use designation and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

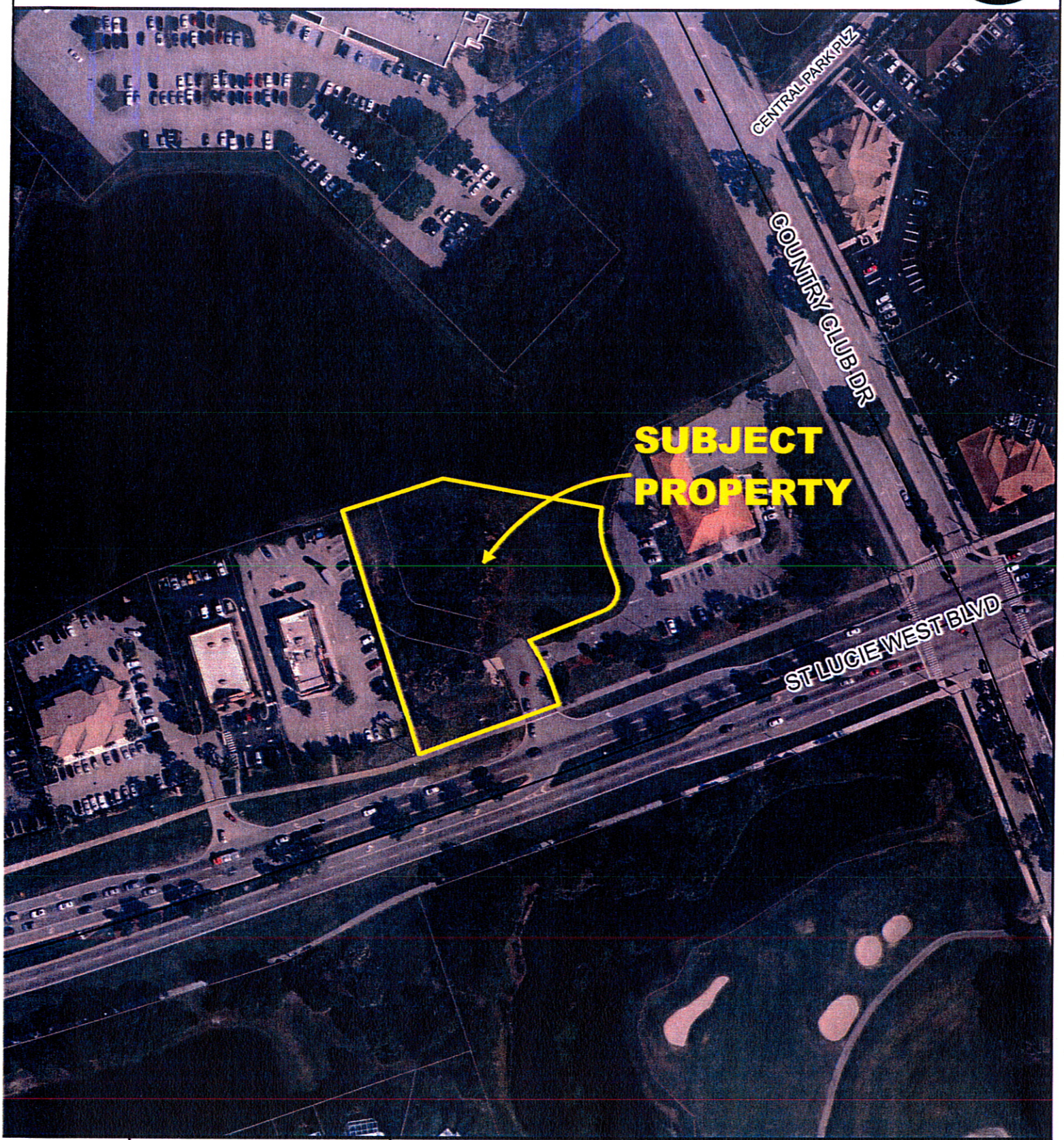
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



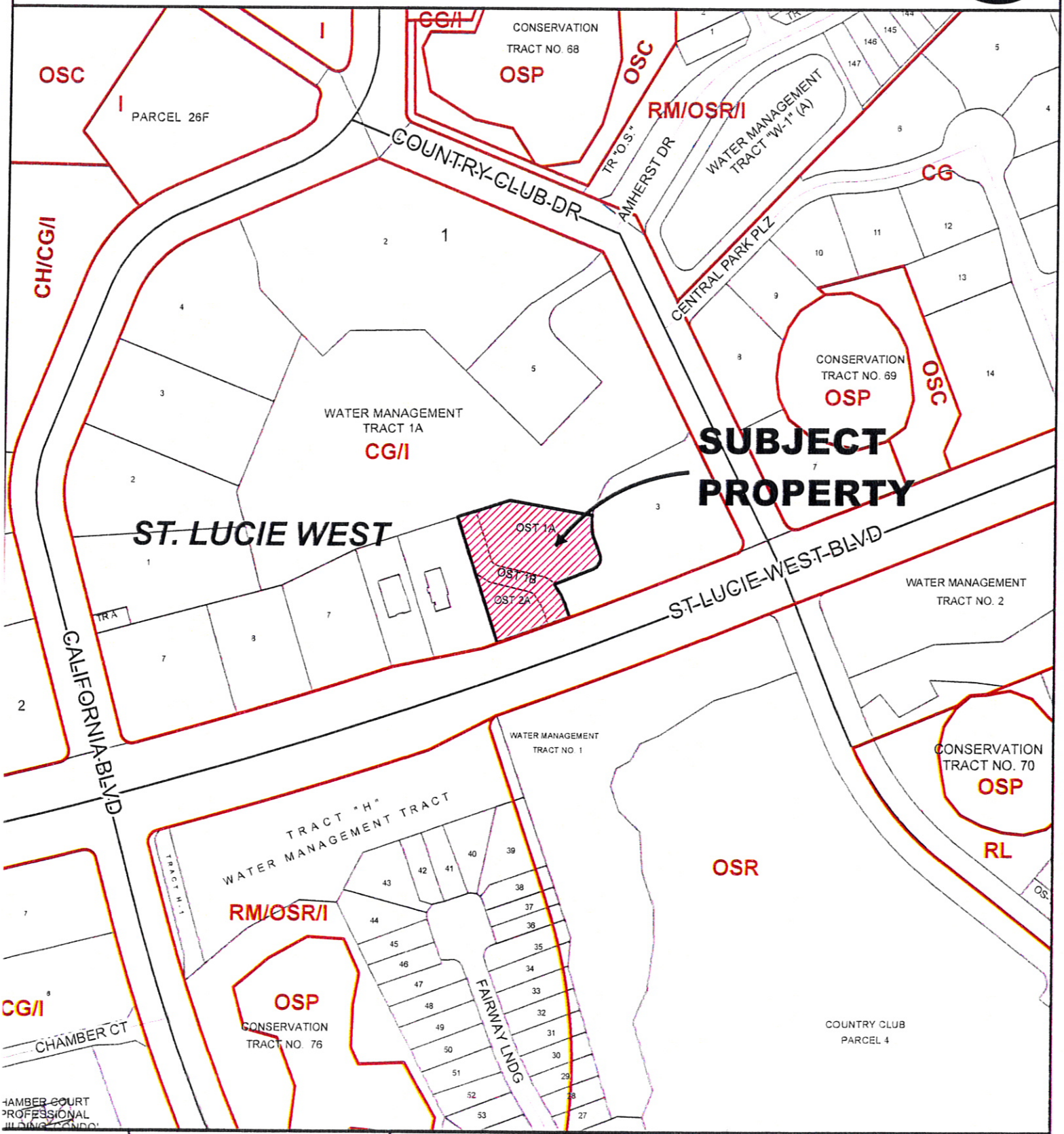
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE ST. LUCIE WEST SERVICES DISTRICT SLW PLAT NO. 168, OST 1A, 2A, 1B	DATE: 2/2/2016 APPLICATION NUMBER: P16-015 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE ST. LUCIE WEST SERVICES DISTRICT SLW PLAT NO. 168, OST 1A, 2A, 1B AERIAL DATE 2014	DATE:	2/2/2016
		APPLICATION NUMBER:	P16-015
		USER:	patricias
		SCALE:	1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

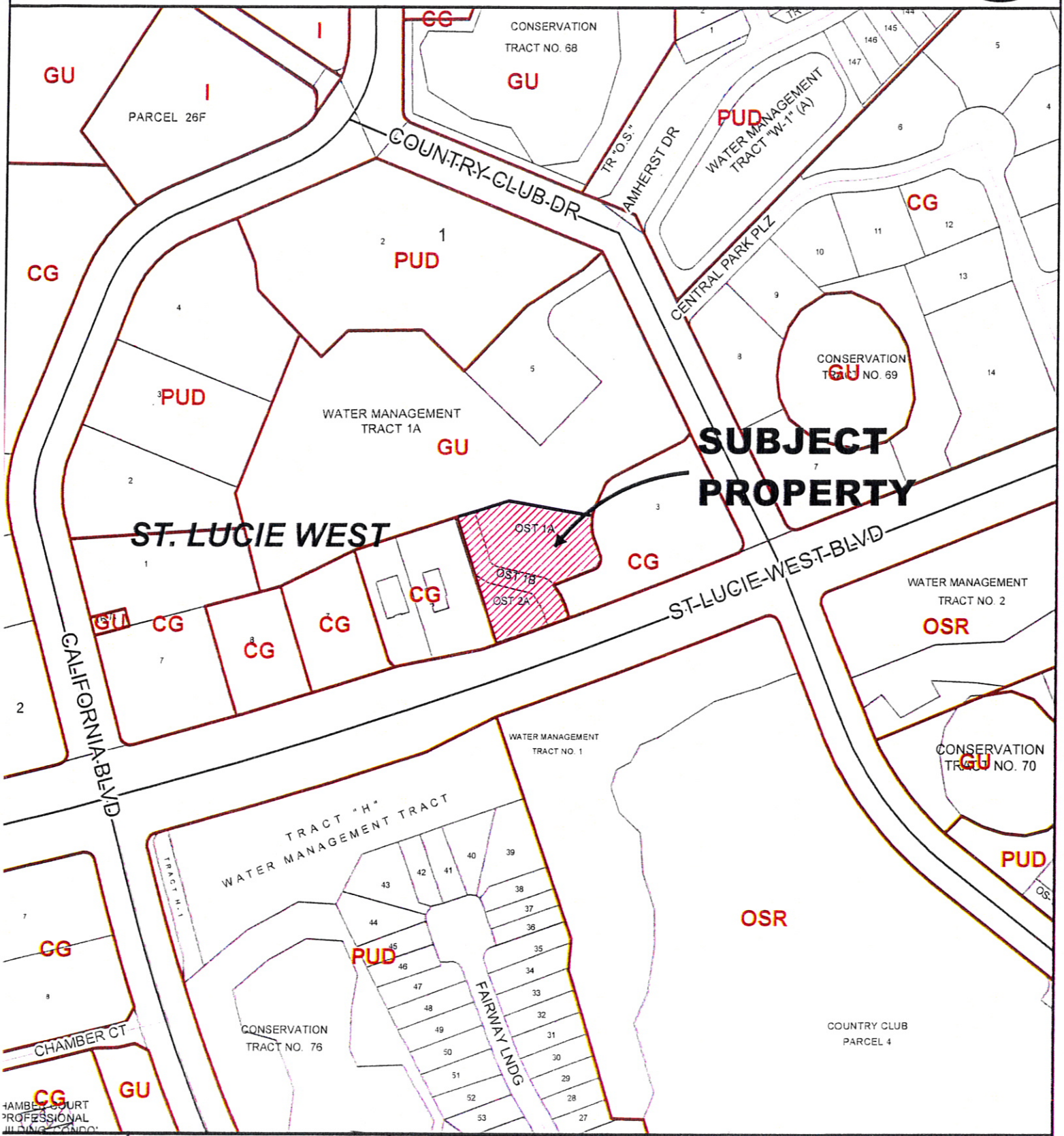
REZONE

ST. LUCIE WEST SERVICES DISTRICT

SLW PLAT NO. 168, OST 1A, 2A, 1B

DATE:	2/16/2016
APPLICATION NUMBER:	P16-015
USER:	patricias
SCALE:	1 in = 288 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONE

ST. LUCIE WEST SERVICES DISTRICT

SLW PLAT NO. 168, OST 1A, 2A, 1B

DATE:	2/16/2016
APPLICATION NUMBER:	P16-015
USER:	patricias
SCALE:	1 in = 288 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P16-015
Fee (Nonrefundable)$ 2173.85
Receipt # 82711

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: bradcurrie@edc-inc.com

RECEIVED
FEB - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY OWNER:

Name: ST LUCIE WEST SERVICES DISTRICT

Address: 450 NW UTILITY DRIVE, PORT ST LUCIE, FL 34986

Telephone No.: 772-340-0220 FAX No.: _____

AGENT OF OWNER (if any)

Name: BRADLEY J. CURRIE, AICP

Address: 469 NW PRIMA VISTA BLVD., PORT ST LUCIE, FL 34983

Telephone No.: 772-340-4990 FAX No: 772-340-7996

PROPERTY INFORMATION

Legal Description: SEE ATTACHED LEGAL DESCRIPTION
(Include Plat Book and Page)

Parcel I.D. Number: 3325-701-0002-000-3, 3325-701-0003-000-0 AND 3325-701-0001-000-6

Current Zoning: GU

Proposed Zoning: CG

Future Land Use Designation: CG / I Acreage of Property: 1.47 AC

Reason for Rezoning Request:

TO ALLOW FOR DEVELOPMENT OF THE PROPERTY COMMERCIALLY.

*Signature of Owner

Dennis Pickle / District Manager
Hand Print Name

1/26/2016
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

4/a

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1976820 OR BOOK 1455 PAGE 2498
Recorded:11/15/01 12:26

Return to: [enclosed self-addressed stamped envelope]

Name:
Mr. David Page

Address:
1850 Fountainview Boulevard
Suite 201
St. Lucie West, FL 34986

This Instrument Prepared by:

Ernest R. Dike, PE, PLS

Address:
597 SW Romora Bay
St. Lucie West, FL 34986-3423

QUIT-CLAIM DEED

_____SPACE ABOVE THIS LINE FOR PROCESSING DATA_____SPACE ABOVE THIS LINE FOR RECORDING DATA_____

This Quit-Claim Deed, executed this 15th day of November A.D., 2001 by **ST. LUCIE WEST DEVELOPMENT CORP.**, a Delaware Corporation, authorized to do business in Florida, first party, to **ST. LUCIE WEST SERVICES DISTRICT**, a local unit of special purpose government of the State of Florida, created pursuant to Chapter 190, Florida Statutes, whose post office address is 450 SW Utility Drive, St. Lucie West, FL 34986, second party:

[Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.]

Witnesseth: That the said first party, for and in consideration of the sum of $10.00 and other good and valuable considerations, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"[TWO SHEETS] & EXHIBIT "A-1"[TWO SHEETS]

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

C:\EDCT\SLWDC\Deeds\QCDeeSLWSD-PL#24-81-91-97-112-117-129-130-139UplandTr.doc

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Shirley E. Smith
Witness Signature

Shirley E. Smith
Printed Name

Jean E. Sakowski
Witness Signature

Jean E Sakowski
Printed Name

ST.LUCIE WEST DEVELOPMENT CORP.

By: David C. Page, V.P.

1850 SW Fountainview Blvd., St. Lucie West, FL

Attest:

STATE OF FLORIDA

SS:

COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by David C. Page, the Vice President, of ST. LUCIE WEST DEVELOPMENT CORP., freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of November, 2001

Shirley E. Smith
Notary Public State of Florida at Large

Shirley E. Smith
Typed, printed or stamped name of Notary Public

My Commission expires:

C:\RDCT\SLWDC\Deeds\QCDeeSLWSD-PL#24-81-91-97-112-117-130UplandTr.doc

NOTARY PUBLIC STATE OF FLORIDA — OFFICIAL NOTARY SEAL SHIRLEY E SMITH COMMISSION NUMBER CC919934 MY COMMISSION EXPIRES MAY 4,2005

LNW

Lawson, Noble & Webb, Inc. LB #6674

ENGINEERS • PLANNERS • SURVEYORS

590 NW Peacock Boulevard, Suite 9, Port St. Lucie, Florida 34986
(561) 878-1700 • fax: (561) 878-1802 • email: lnw-psl@lnw-inc.com

West Palm Beach • Port St. Lucie

EXHIBIT "A"
DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION:
TWO PARCELS OF LAND LYING IN PARCEL 27A AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 91 AS RECORDED IN PLAT BOOK 36, PAGES 22 AND 22A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
BEGIN AT THE NORTHEAST CORNER OF BUFFER ZONE TRACT NO. 48 AS SHOWN ON SAID PLAT NO. 91; THENCE NORTH 81°21'18" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BUFFER ZONE TRACT NO. 48, A DISTANCE OF 32.32 FEET; THENCE SOUTH 39°47'39" EAST, A DISTANCE OF 83.49 FEET; THENCE SOUTH 02°41'57" WEST, A DISTANCE OF 170.26 FEET; THENCE SOUTH 36°07'07" WEST, A DISTANCE OF 163.95 FEET; THENCE SOUTH 76°43'25" WEST, A DISTANCE OF 91.41 FEET TO THE EASTERLY LINE OF SAID BUFFER ZONE TRACT NO. 48; THENCE TRAVERSING THE EASTERLY LINE OF SAID BUFFER ZONE TRACT NO. 48 BY THE FOLLOWING THREE COURSES: 1.) NORTH 41°12'22" EAST, A DISTANCE OF 237.89 FEET; 2.) NORTH 00°01'56" EAST, A DISTANCE OF 99.99 FEET; 3.) NORTH 25°03'15" WEST, A DISTANCE OF 114.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.414 ACRES, MORE OR LESS

PARCEL 2:
COMMENCE AT THE NORTHEAST CORNER OF BUFFER ZONE TRACT NO. 48 AS SHOWN ON SAID PLAT NO. 91; THENCE SOUTH 81°21'18" WEST, ALONG THE NORTHERLY LINE OF SAID BUFFER ZONE TRACT NO. 48, A DISTANCE OF 201.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY LINE OF BUFFER ZONE TRACT NO. 48, NORTH 40°13'15" WEST, A DISTANCE OF 69.17 FEET; THENCE SOUTH 38°40'01" WEST, A DISTANCE OF 86.92 FEET TO THE SAID NORTHERLY LINE OF BUFFER ZONE TRACT NO. 48; THENCE NORTH 81°21'18" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.068 ACRES, MORE OR LESS.

TOTAL PARCELS 1 AND 2 CONTAINING 0.482 ACRES, MORE OR LESS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

10-24-01

GARY R. BUFORD, PSM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REG. No. 4981

I:\Data\200-299\8215\CAD\8215-1-01.dwg 10/24/2001 10:34:02 am EDT

REVISIONS • UPDATES	DATE	BY	CKD

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property or monuments set in connection with the preparation of the information shown hereon.

NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

SEE SHEET 1 OF 2 FOR DESCRIPTION

Order: 5624107 Doc: FLSTLU:1455-02498 Page 3 of 6 Created By: Ellen Klampert Printed: 1/29/2016 2:24:18 PM EST

LNW

Lawson, Noble & Webb, Inc. LB #6674

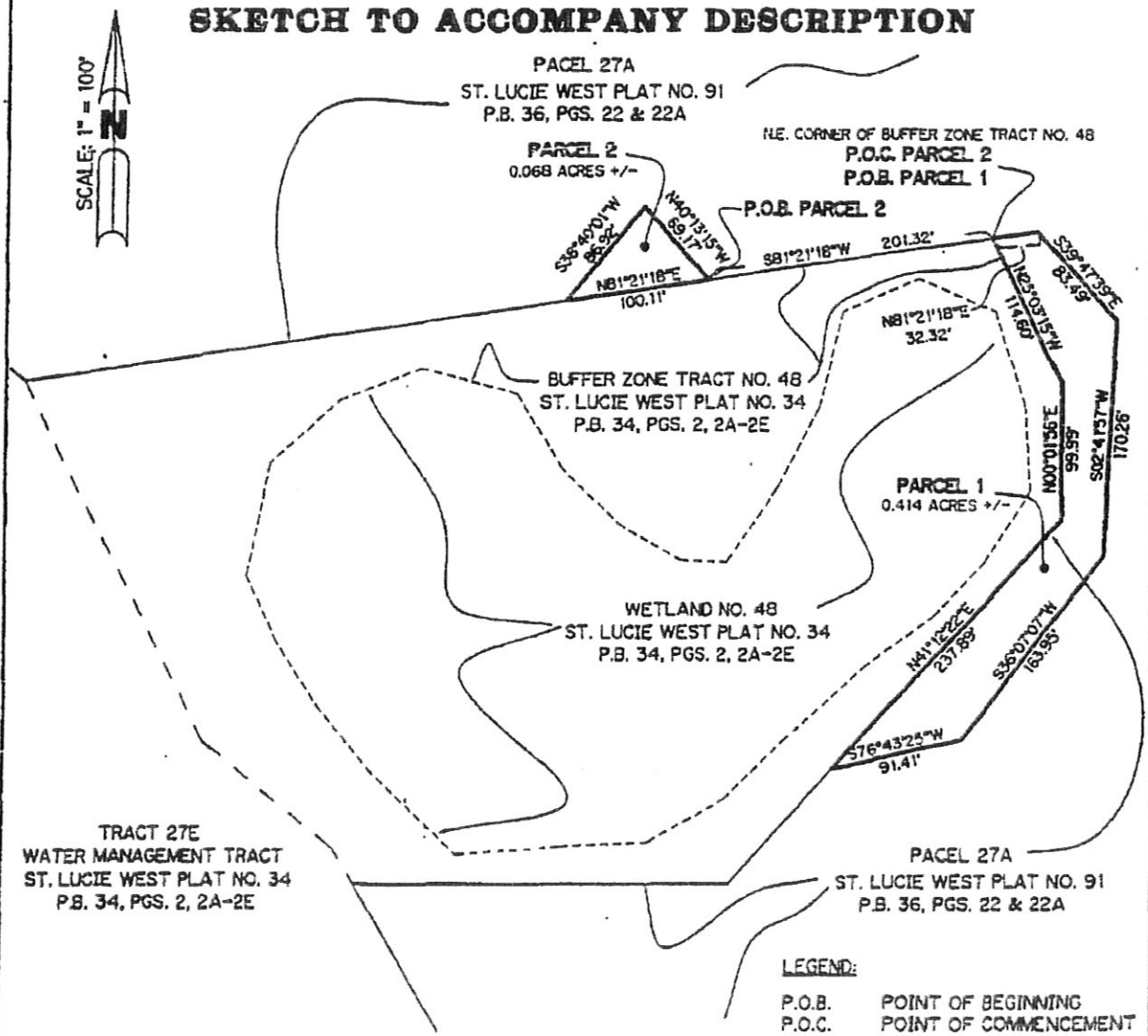
ENGINEERS • PLANNERS • SURVEYORS

590 NW Peacock Boulevard, Suite 9, Port St. Lucie, Florida 34986
(561) 878-1700 • fax: (561) 878-1802 • email: lnw-psl@lnw-inc.com

West Palm Beach • Port St. Lucie

EXHIBIT "A"

SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PGS.	PAGES

SEE SHEET 1 OF 2 FOR DESCRIPTION

Order: 5624107 Doc: FLSTLU:1455-02498 Page 4 of 6 Created By: Ellen Klempert Printed: 1/29/2016 2:24:18 PM EST

EXHIBIT "A-1"

LEGAL DESCRIPTIONS

PARCEL NO. 1

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 24, RECORDED IN PLAT BOOK 29, PAGES 8 AND 8A THROUGH 8C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF TRACT "K", CONTAINING 0.16 OF AN ACRE.
TRACT NO. 2: ALL OF TRACT "J", CONTAINING 1.087 ACRES.
ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 24, RECORDED IN PLAT 29, PAGES 8 AND 8A THROUGH 8C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 2

FOUR TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 81, RECORDED IN PLAT BOOK 36, PAGES 25 AND 25A THROUGH 25F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, AND IN SECTIONS 19 AND 30, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 7.902 ACRES.
TRACT NO. 2: ALL OF UPLAND TRACT NO. 4, CONTAINING 11.244 ACRES.
TRACT NO. 3: ALL OF UPLAND TRACT NO. 5, CONTAINING 4.074 ACRES.
TRACT NO. 4: ALL OF OPEN SPACE TRACT NO. 1, CONTAINING 0.586 OF AN ACRE.
ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 81, RECORDED IN PLAT BOOK 36, PAGES 25 AND 25A THROUGH 25F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 3

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 97, RECORDED IN PLAT BOOK 37, PAGES 5 AND 5A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF OPEN SPACE TRACT NO. 1, CONTAINING 0.825 OF AN ACRE.
TRACT NO. 2: ALL OF OPEN SPACE TRACT NO. 2, CONTAINING 0.298 OF AN ACRE.
ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 97, RECORDED IN PLAT BOOK 37, PAGES 5 AND 5A., PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 4

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 112, RECORDED IN PLAT BOOK 37, PAGES 21 AND 21A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 19, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 2A, CONTAINING 2.366 ACRES.
TRACT NO. 2: ALL OF UPLAND TRACT NO. 3A, CONTAINING 1.445 ACRES.
ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 112, RECORDED IN PLAT BOOK 37, PAGES 21 AND 21A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

C:\FDCTSI.WDC\Deeds\QCDtoSI.WSD-P1,#24-81-91-97-112-117-129-130-139\plandTr doc

PARCEL NO. 5

TWO TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 117, RECORDED IN PLAT BOOK 38, PAGES 22 AND 22A THROUGH 22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 30, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 0.678 OF AN ACRE.
TRACT NO. 2: ALL OF UPLAND TRACT NO. 2, CONTAINING 0.351 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 117, RECORDED IN PLAT BOOK 38, PAGES 22 AND 22A THROUGH 22F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 6

THREE TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 129, RECORDED IN PLAT BOOK 39, PAGES 5 AND 5A THROUGH 5C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTIONS 30 AND 31, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 3, CONTAINING 0.685 OF AN ACRE.
TRACT NO. 2: ALL OF UPLAND TRACT NO. 4, CONTAINING 0.675 OF AN ACRE.
TRACT NO. 3: ALL OF UPLAND TRACT NO. 5, CONTAINING 1.002 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 129, RECORDED IN PLAT BOOK 39, PAGES 5 AND 5A THROUGH 5C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 7

THREE TRACTS OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 130, RECORDED IN PLAT BOOK 39, PAGES 19 AND 19A THROUGH 19F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 1, CONTAINING 0.943 OF AN ACRE.
TRACT NO. 2: ALL OF UPLAND TRACT NO. 2, CONTAINING 0.704 OF AN ACRE.
TRACT NO. 3: ALL OF UPLAND TRACT NO. 3, CONTAINING 0.420 OF AN ACRE.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 130, RECORDED IN PLAT BOOK 39, PAGES 19 AND 19A THROUGH 19F, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL NO. 8

A TRACT OF LAND AS SHOWN ON ST. LUCIE WEST PLAT NO. 139, RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A THROUGH 39C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND LYING IN SECTION 31, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: ALL OF UPLAND TRACT NO. 6, CONTAINING 7.835 ACRES.

ALL AS SHOWN ON ST. LUCIE WEST PLAT NO. 139, RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A THROUGH 39C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2781298 OR BOOK 2464 PAGE 1008, Recorded 01/18/2006 at 11:47 AM
Doc Tax: $0.70

Return to: (enclose self-addressed stamp envelope)

Name
Gary R. Burford, PSM

Address ARCADIS G & M, INC.
590 NW Peacock Boulevard, Suite 9
Port St. Lucie, Florida 34986

This Instrument Prepared by:

Gary R. Burford, PSM

Address: ARCADIS G & M, INC.
590 NW Peacock Boulevard, Suite 9
Port St. Lucie, Florida 34986

QUIT-CLAIM DEED

#4 b + 6

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATE

This Quit-Claim Deed, executed this 30th day of November, 2005, by St. Lucie West Development Company, LLC ("SLWDC") whose post office address is Tradition Station, 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987, first party, to St. Lucie West Services District ("SLWSD") whose post office address is 450 SW Utility Drive, Port St. Lucie, Florida 34986, second party:

(Wherever used herein the terms "first party" and second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the said first party, for and in consideration of the sum of $10.00 and other good and valuable considerations, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

See Exhibit "A"

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

P:\600-699\B624\DOCS\2005\B624.QUITCLAIM.ssk01.10-31-05.doc

IN WITNESS WHEREOF, the parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

Jean E. Sakowski
Printed Name

Witness Signature

Geralyn A. Zeigler
Printed Name

St. Lucie West Development Company, LLC

By: _____

Tradition Station, 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987

* * *

ACCEPTANCE:

Signed, sealed and delivered in presence of:

Witness Signature

Linda H. Schnaufer
Printed Name

Witness Signature

Kaamilya S. Pereira
Printed Name

St. Lucie West Services District

By: _____
Chairman

B. Joseph Tetherello
Printed Name

By: _____
Secretary

Ronald F. Nickel
Printed Name

450 S.W. Utility Dr., Port St. Lucie, FL

P:\500-699\B624\DOCS\2005\B624.QUITCLAIM.sak01 10-31-05.doc

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by James H Anderson, The Vice President of the ST. LUCIE WEST ~~COMMERCIAL ASSOCIATION, INC.~~ Development Company, LLC, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November, 2005.

[Notary Seal or Stamp]

JEAN E. SAKOWSKI
MY COMMISSION # DD 383262
EXPIRES: March 7, 2009
1-800-3-NOTARY
FL Notary Discount Assoc. Co.

Jean E. Sakowski
Notary Public-State of Florida

Print Name: Jean E Sakowski

My Commission Expires: Mar 7, 2009

* * *

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by JOSEPH TENERIELLO The Chairman, and by RONALD NICKEL, The Secretary, respectively, of ST. LUCIE WEST SERVICES DISTRICT, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of NOVEMBER, 2005.

[Notary Seal or Stamp]

VIRGINIA KALLIOINEN
MY COMMISSION # DD441497
EXPIRES: June 16, 2009
(407) 398-0153 Florida Notary Services.com

Virginia Kallioinen
Notary Public-State of Florida

Print Name: VIRGINIA KALLIOINEN

My Commission Expires: 6/16/09

P:\600-699\B624\DOCS\2005\B624.QUITCLAIM.sak01.10-31-05.doc

ARCADIS LNW
Lawson, Noble & Webb, Inc.
ENGINEERS • PLANNERS • SURVEYORS
590 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986
(772) 878-1700 • fax (772) 878-1802 • Web: www.lnw-inc.com
West Palm Beach • Port St. Lucie • Orlando • Vero Beach
EB 3432 / LB 6674

DESCRIPTION TO ACCOMPANY SKETCH

DESCRIPTION: OPEN SPACE TRACT 1B

BEING ALL OF OPEN SPACE TRACT 1B AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 168 COMMERCIAL SITES - PHASE 9, RECORDED IN PLAT BOOK 42 PAGES 28 AND 28A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.339 ACRES MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property or monuments set in connection with the preparation of the information shown hereon.

NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

GARY R. BURFORD, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 4981

11-2-05
DATE OF SIGNATURE

P:\600-699\8624\CAD\SURVEY\REPLAT\8624SK-01.dwg 2/3/2005 1:27:21 PM EST

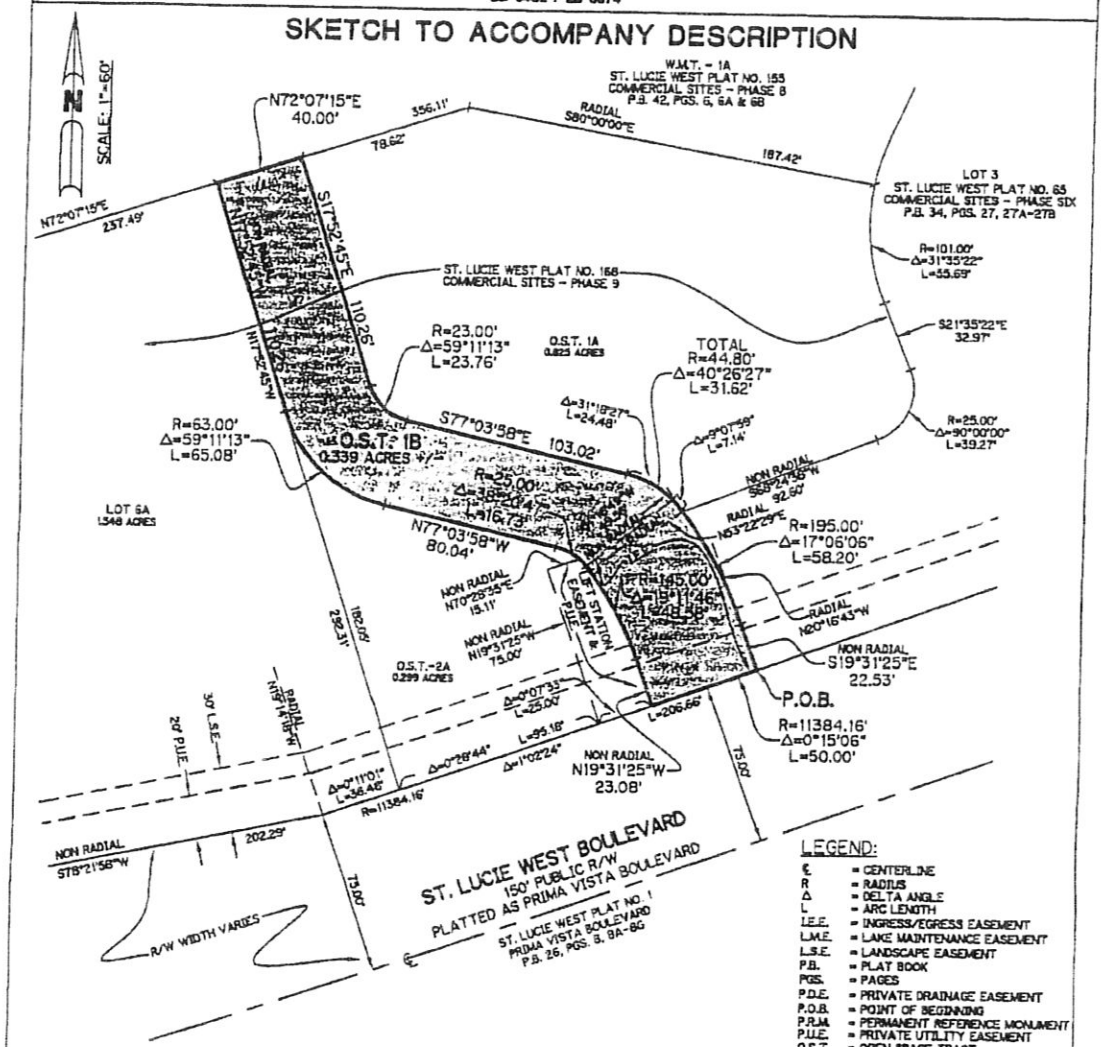
SEE SHEET 2 OF 2 FOR SKETCH

SHEET 1 OF 2

JOB No. 8216	DRAWN: DDB	CHECKED: GRB	DESIGN: ARCADIS	DATE: 2-3-05

ARCADIS LNW
Lawson, Noble & Webb, Inc.
ENGINEERS • PLANNERS • SURVEYORS
590 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986
(772) 878-1700 • fax. (772) 878-1802 • Web: www.lnw-inc.com
West Palm Beach • Port St. Lucie • Orlando • Vero Beach
EB 3432 / LB 6874

SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

℄	= CENTERLINE
R	= RADIUS
Δ	= DELTA ANGLE
L	= ARC LENGTH
I.E.E.	= INGRESS/EGRESS EASEMENT
L.M.E.	= LAKE MAINTENANCE EASEMENT
L.S.E.	= LANDSCAPE EASEMENT
P.B.	= PLAT BOOK
PGS.	= PAGES
P.D.E.	= PRIVATE DRAINAGE EASEMENT
P.O.B.	= POINT OF BEGINNING
P.R.M.	= PERMANENT REFERENCE MONUMENT
P.U.E.	= PRIVATE UTILITY EASEMENT
O.S.T.	= OPEN SPACE TRACT
R/W	= RIGHT OF WAY
W.M.T.	= WATERMANAGEMENT TRACT
W.M.E.	= WATERMANAGEMENT EASEMENT

SEE SHEET 1 OF 2 FOR DESCRIPTION

SHEET 2 OF 2

JOB No. 8216	DRAWN: DDB	CHECKED: GRB	DESIGN: ARCADIS	DATE: 2-3-05

EXHIBIT A

3435

PLAT BOOK	42
PAGE	28
FILE NO.	2277665
DATE	9-25-03
TIME	9:42

ST. LUCIE WEST PLAT NO. 168
COMMERCIAL SITES - PHASE 9

BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A
AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8
RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING IN SECTION 25 TOWNSHIP 36 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
AUGUST, 2003 SHEET 1 OF 2

DESCRIPTION

BEING ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A AS SHOWN ON THE PLAT OF LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8, RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3.011 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION

STATE OF
COUNTY OF

ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND THE ST. LUCIE WEST SERVICES DISTRICT, ACTING BY AND WITH THE AUTHORIZATION OF THEIR BOARD OF DIRECTORS, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS DIRECTORS, OF THE PROPERTY DESCRIBED HEREON, AS ST. LUCIE WEST PLAT NO. 168 COMMERCIAL SITES - PHASE 9, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

1. THE PRIVATE UTILITY EASEMENTS AS SHOWN HEREON ARE DEDICATED TO FLORIDA POWER AND LIGHT COMPANY, BELLSOUTH, AND CITY GAS COMPANY OF FLORIDA, INC., FOR THE PURPOSE OF THE INSTALLATION AND MAINTENANCE OF UTILITIES AND NOT VIDEO COMMUNICATION AND DEDICATED TO ST. LUCIE WEST CABLEVISION COMPANY FOR THE INSTALLATION FOR INSTALLATION AND MAINTENANCE OF VIDEO COMMUNICATIONS.
2. THE PRIVATE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO ST. LUCIE WEST UTILITIES, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS PRIVATE UTILITY EASEMENTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES, AND VIDEO COMMUNICATIONS.
3. THE PRIVATE UTILITY EASEMENTS AND LIFT STATION EASEMENT AS SHOWN HEREON ARE HEREBY DEDICATED TO THE ST. LUCIE WEST SERVICES DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE.
4. THE INGRESS/EGRESS EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED, ALTHOUGH NOT EXCLUSIVELY, TO THE ST. LUCIE WEST SERVICES DISTRICT FOR ACCESS TO AND FROM SAID DISTRICTS' EASEMENTS. THE LANDS LYING UNDER SAID INGRESS/EGRESS EASEMENTS BEING THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE ST. LUCIE WEST COMMERCIAL ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SAID DISTRICT.
5. THE INGRESS-EGRESS EASEMENTS SHOWN HEREON ARE DEDICATED FOR INGRESS-EGRESS AND FOR DRAINAGE PURPOSES FOR THE BENEFIT OF ABUTTING LOTS.
6. THE LANDSCAPE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE ST. LUCIE WEST COMMERCIAL ASSOCIATION FOR LANDSCAPE PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION.
7. OPEN SPACE TRACTS 1A AND 2A "O.S.T. 1A AND O.S.T. 2A" AS UPLAND PRESERVATION AREAS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE ST. LUCIE WEST SERVICES DISTRICT, ITS SUCCESSORS AND ASSIGNS, AND ARE THE MAINTENANCE OBLIGATION OF SAID ST. LUCIE WEST SERVICES DISTRICT, ITS SUCCESSORS AND ASSIGNS. ACTIVITIES PROHIBITED WITHIN THE OPEN SPACE TRACTS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION; EXCAVATION; DREDGING; OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.
8. OPEN SPACE TRACT 1B "O.S.T. 1B" AS AN UPLAND PRESERVATION AREA, AS SHOWN HEREON IS HEREBY DEDICATED TO ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS, AND IS THE MAINTENANCE OBLIGATION OF SAID ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS. ACTIVITIES PROHIBITED WITHIN THE OPEN SPACE TRACT INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION; EXCAVATION; DREDGING; OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

SIGNED AND SEALED THIS 11th DAY OF August, 2003, ON BEHALF OF SAID CORPORATION

BY: _____ V.P.
DAVID C. PAGE, VICE PRESIDENT

WITNESS: Shirley E. Smith
Jean E. Sakowski

ST. LUCIE WEST SERVICES DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES

SIGNED AND SEALED THIS 9th DAY OF September, 2003, ON BEHALF OF SAID CORPORATION

BY: _____
JOSEPH TORNIELLO, CHAIRMAN

WITNESS:
Ron Nickel
Barbara Sullivan

ACKNOWLEDGMENT

STATE OF
COUNTY OF

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY David C. Page
THE Vice President OF ST. LUCIE WEST DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FREELY AND VOLUNTARILY UNDER AUTHORITY DULY VESTED IN HIM BY SAID CORPORATION AND THAT THE SEAL AFFIXED THERETO IS THE TRUE CORPORATE SEAL OF SAID CORPORATION. HE IS PERSONALLY KNOWN TO ME.

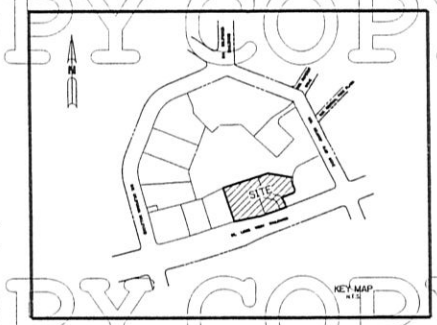
WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 11th DAY OF August, 2003.

DD0167824
COMMISSION NO. &
EXPIRATION DATE

Shirley E. Smith
NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: Shirley E. Smith

NOTE:
TWENTY-FIVE PERCENT OF THE TOTAL LOT AREA OF EACH LOT CONTAINING PINE FLATWOOD DESIGNATION SHALL BE PRESERVED IN NATIVE UPLAND HABITAT.
ALTERNATIVELY, THIS HABITAT PROTECTION MAY BE SATISFIED BY COMPLYING WITH SECTION 157.39 OF THE CITY OF PORT ST. LUCIE, CODE OF ORDINANCES, NO CLEARING IS PERMITTED PRIOR TO DESIGNATION OF UPLAND PRESERVE.



KEY MAP
N.T.S.

ACKNOWLEDGMENT

STATE OF
COUNTY OF

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Joseph Torniello
THE Chairman OF ST. LUCIE WEST SERVICES DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES FREELY AND VOLUNTARILY UNDER AUTHORITY DULY VESTED IN HIM BY SAID CORPORATION AND THAT THE SEAL AFFIXED THERETO IS THE TRUE CORPORATE SEAL OF SAID CORPORATION. HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 9th DAY OF September, 2003.

Eileen Fahey
COMMISSION NO. DD 016782
EXPIRATION DATE: March 17th, 2004
Bonded Thru Atlantic Bonding Co., Inc.

Eileen Fahey
NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: Eileen Fahey

MORTGAGE HOLDERS CONSENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

DAVID C. PAGE, AS VICE PRESIDENT OF CORE COMMUNITIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THE CORPORATION IS THE HOLDER OF A CERTAIN MORTGAGES AS DESCRIBED HEREON, ON THE LAND DESCRIBED HEREON, AND DOES HEREBY CONSENT TO THE DEDICATIONS HEREON AND DOES SUBORDINATE ITS MORTGAGE TO SUCH DEDICATION.

CORE COMMUNITIES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____ V.P.
DAVID C. PAGE, VICE PRESIDENT

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Shirley E. Smith
SIGNATURE
Shirley E. Smith
PRINTED NAME

Jean E. Sakowski
SIGNATURE
Jean E. Sakowski
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DAVID C. PAGE VICE PRESIDENT OF CORE COMMUNITIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS 11th DAY OF August, 2003.

DD 0167824
COMMISSION NO. &
EXPIRATION DATE

Shirley E. Smith
NOTARY PUBLIC, STATE OF NEW YORK

PRINT NAME: Shirley E. Smith

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF BROWARD

WE, RUDEN, MCCLOSKY, SMITH, SCHUSTER & RUSSELL, P.A. MEMBERS OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF 8:00 AM ON September 4, 2003 AT 8:00 AM:

1. APPARENT RECORD TITLE TO THE LAND DESCRIBED AS SHOWN ON THIS PLAT IS IN THE NAME OF THE CORPORATION EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON AND THE ST. LUCIE WEST SERVICES DISTRICT.
2. ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LISTED AS FOLLOWS:
   A. MORTGAGE IN FAVOR OF MORGENS WATERFALL INCOME PARTNERS, A NEW YORK LIMITED PARTNERSHIP, RESTART PARTNERS, L.P., A DELAWARE LIMITED PARTNERSHIP, RESTART PARTNERS, II, L.P., A DELAWARE LIMITED PARTNERSHIP, RESTART PARTNERS III, L.P., A DELAWARE LIMITED PARTNERSHIP AND RESTART PARTNERS IV, L.P., A DELAWARE LIMITED PARTNERSHIP, RECORDED AUGUST 15, 1994 IN OFFICIAL RECORDS BOOK 913, AT PAGE 201, AS ASSIGNED TO ST. LUCIE WEST HOLDING CORP., A DELAWARE CORPORATION IN OFFICIAL RECORDS BOOK 1074, PAGE 503, ALONG WITH ASSIGNMENT OF LEASES AND RENTS RECORDED IN OFFICIAL RECORDS BOOK 915, PAGE 245 AND UCC-1 FINANCING STATEMENT RECORDED IN OFFICIAL RECORDS BOOK 918, PAGE 236, AS ASSIGNED IN OFFICIAL RECORDS BOOK 1074, PAGE 507, AS MODIFIED BY SPECIAL ASSESSMENT AND BENEFIT TAX AGREEMENT RECORDED ON APRIL 29, 1995 IN OFFICIAL RECORDS BOOK 952, PAGE 2701 ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DATED THIS 3RD DAY OF September, 2003

RUDEN, MCCLOSKY,
SMITH, SCHUSTER & RUSSELL, P.A.

BARRY E. SCHUSTEIN, ESQ.
VICE PRESIDENT
200 EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33302

NOTE:
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

CLERK'S RECORDING CERTIFICATE

I, JoAnne Holman, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THE PLAT WAS FILED FOR RECORD IN PLAT BOOK 42, PAGE 28-28A, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS 25th DAY OF September, 2003

JOANNE HOLMAN
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE ST. LUCIE WEST SERVICES DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES, HEREBY:

1. ACCEPTS THE DEDICATION OF THE PRIVATE UTILITY EASEMENTS AND INGRESS-EGRESS EASEMENTS.
2. CONSENTS TO THE REPLATTING OF THE DESCRIBED LANDS & EASEMENTS.

DATED THIS 9th DAY OF September, 2003

ST. LUCIE WEST SERVICES DISTRICT

ATTEST:

Joseph Torniello
JOSEPH TORNIELLO
CHAIRMAN

Ron Nickel
RON NICKEL
ASSISTANT SECRETARY

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
CITY OF PORT ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF ST. LUCIE WEST PLAT NO. 168 COMMERCIAL SITES - PHASE 9, HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS 22nd DAY OF August, 2003.

ATTEST:

Karen A. Phillips
KAREN A. PHILLIPS, CITY CLERK

CITY OF PORT ST. LUCIE

Robert C. Minsky
ROBERT C. MINSKY, MAYOR

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF SOUTH 78°13'58" WEST ALONG THE SOUTH LINE OF LOT 6 AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155.
2. NO BUILDINGS OR ANY KIND OF OBSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENT.
3. ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS NOTED (N.R.) DENOTES NON-RADIAL.
4. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THIS IS TO CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS AND LOT CORNERS HAVE BEEN SET AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA.

DATED THIS 12TH DAY OF AUGUST, 2003

GARY R. BURFORD, P.S.M.
FLORIDA CERTIFICATE NO. 4981
STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY
GARY R. BURFORD P.S.M. 4981 STATE OF FLORIDA
LAWSON, NOBLE AND WEBB, INC., LB NO. 6674
ENGINEERS PLANNERS SURVEYORS
590 N.W. PEACOCK BLVD., SUITE 9
PORT ST. LUCIE, FLORIDA

SHEET 1 OF 2

8624

#3435
PB 42
PG 28

P:\600-699\8624\CAD\SURVEY\REPLAT\8624PL01.DWG 08/11/2003 08:48:41 JAN EDT

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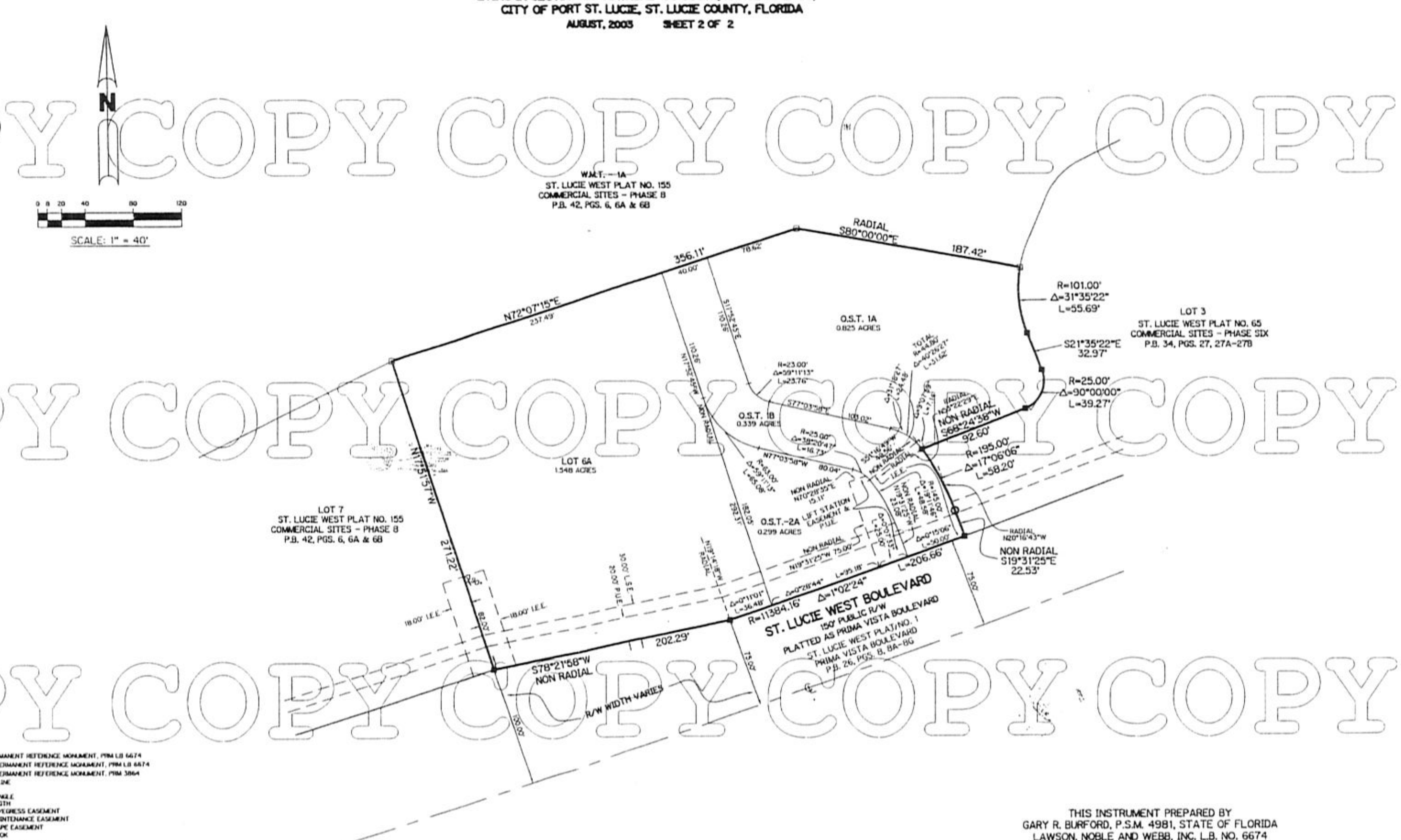
ST. LUCIE WEST PLAT NO. 168
COMMERCIAL SITES - PHASE 9

BEING A REPLAT OF ALL OF LOT 6 AND ALL OF OPEN SPACE TRACTS 1A AND 2A
AS SHOWN ON THE PLAT OF ST. LUCIE WEST PLAT NO. 155, COMMERCIAL SITES - PHASE 8
RECORDED IN PLAT BOOK 42, PAGES 6, 6A AND 6B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING IN SECTION 25 TOWNSHIP 36 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA
AUGUST, 2003 SHEET 2 OF 2

3436
PB 42
PG 28A



LEGEND:

- □ - SET PERMANENT REFERENCE MONUMENT, PRM LB 6674
- ○ - FOUND PERMANENT REFERENCE MONUMENT, PRM LB 6674
- ■ - FOUND PERMANENT REFERENCE MONUMENT, PRM 3864
- ℄ - CENTERLINE
- R - RADIUS
- Δ - DELTA ANGLE
- L - ARC LENGTH
- I.E.E. - INGRESS/EGRESS EASEMENT
- L.M.E. - LAKE MAINTENANCE EASEMENT
- L.S.E. - LANDSCAPE EASEMENT
- P.B. - PLAT BOOK
- PGS. - PAGES
- P.D.E. - PRIVATE DRAINAGE EASEMENT
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.U.E. - PRIVATE UTILITY EASEMENT
- O.S.T. - OPEN SPACE TRACT
- R/W - RIGHT OF WAY
- W.M.T. - WATERMANAGEMENT TRACT
- W.M.E. - WATERMANAGEMENT EASEMENT

THIS INSTRUMENT PREPARED BY
GARY R. BURFORD, P.S.M. 4981, STATE OF FLORIDA
LAWSON, NOBLE AND WEBB, INC. L.B. NO. 6674
ENGINEERS PLANNERS SURVEYORS
590 N.W. PEACOCK BLVD., SUITE 9
PORT ST. LUCIE, FLORIDA

P:\600-699\B624\CAD\SURVEY\REPLAT\B624PLE02.DWG 08/11/2003 08:47:18 AM EDT

3436
PB 42
PG 28 A

SHEET 2 OF 2
B624

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Dates: 3/28/2016 & 4/11/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, AICP, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning

Agenda Item: Ordinance: Rezoning Application for St. Lucie West Services District (P16-015) 16-19

Submittal Date: 3/7/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Sustainable Growth.

BACKGROUND: Bradley J. Currie of Engineering Design & Construction, Inc. agent for St. Lucie West Services District requests to rezone property from GU (General Use) to CG (General Commercial). The property is legally described as St. Lucie West Plat No.168, OST (Open Space Tract) 1A, 1B and 2A. The property is dedicated on St. Lucie West Plat No.168 as upland preservation area (Exhibit A). The property was dedicated pursuant to Condition No. 12 of the St. Lucie West DRI Development Order. Prior to development, the property will need to be replatted and mitigation be provided per the City's requirements.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennan Keeler on March 2, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their March 1, 2016 meeting.

SPECIAL CONSIDERATION: NA.

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: The property is located on the north side of St. Lucie West Boulevard in between California Boulevard and Country Club Drive. See attached maps.

ATTACHMENTS: Ordinance, staff report, application.

PT/TK

RECEIVED
MAR 18 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 8D
DATE 4/11/16

COUNCIL ITEM 10D
DATE 3/28/16

ORDINANCE 16 -20

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ERRONEOUSLY DESCRIBED RIGHTS-OF-WAY VIA QUIT CLAIM DEEDS FROM THE CITY OF PORT ST. LUCIE TO RIVERLAND/KENNEDY II, A FLORIDA LIMITED LIABILITY, RIVERLAND/KENNEDY III, A FLORIDA LIMITED LIABILITY COMPANY AND RIVERLAND/KENNEDY, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance of various quit claim deeds ("City Deeds"), from the City of Port St. Lucie to Riverland/Kennedy II, a Florida limited liability company, Riverland/Kennedy III, a Florida limited liability company, and/or Riverland/Kennedy, LLP, a Florida limited liability partnership (collectively, the "Riverland/Kennedy Group"), which shall serve to relinquish any ownership interests in certain rights-of-way that were previously conveyed to the City by the Riverland/Kennedy Group, or their predecessor in title, pursuant to (i) that certain Annexation Agreement dated July 19, 2004, and recorded on January 13, 2005 in Official Records Book 2137 at Page 2419 of the Public Records of St. Lucie County, Florida (the "Annexation Agreement"), as amended, and (ii) City Resolution 12-R69. The rights-of-way and roadway networks that were previously conveyed to the City contain various errors in the legal descriptions. The City's relinquishment of title will allow for the Riverland/Kennedy Group's simultaneous conveyance of new and/or revised rights-of-way and roadway networks that have been already approved by the various departments of the City of Port St. Lucie.

Section 2. The conveyance of revised, new, and/or additional rights-of-way will be accomplished via Special Warranty Deeds and future platting. The conveyance by City Deeds to the Riverland/Kennedy Group of the erroneously described rights-of-way as previously conveyed to the City is contingent upon the execution and recordation of instruments that serve to first convey to the City new, revised and/or additional rights-of-way as contemplated under the Annexation Agreement, as amended, and City Resolution 12-R69.

Section 3. The City Council Agenda Memorandum from Azlina Goldstein Siegel, Interim City Attorney, thru Jeff Bremer, City Manager, to the Mayor and City Council, dated March 21, 2016, which serves (i) to explain the proposed conveyances from the City to the Riverland/Kennedy Group and (ii) to present this matter for City Council consideration is incorporated herein by reference.

Section 4. The proposed City Deeds are attached hereto as Composite Exhibit "A,"

and are authorized and approved in substantially the same form attached hereto. The Mayor and City Officials are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

Section 5. That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

COMPOSITE EXHIBIT "A"

[A-1 to A-9]

(to Authorizing Ordinance)

EXHIBIT

"A-1"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy III, LLC
Reference: E/W 1

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy III, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached six (6) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 16, 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 89°51'42" WEST, ALONG THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N89°51'42"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 9,646.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,150.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 546.81 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,000.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 508.66 FEET; THENCE N89°51'42"W FOR 148.06 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,000.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 508.67 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 546.82 FEET RETURNING TO THE NORTHERLY LINE DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676; THENCE N89°51'42"W ALONG SAID NORTHERLY LINE, FOR 3,984.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF RANGE LINE ROAD (A VARIABLE WIDTH RIGHT OF WAY) AS SHOWN ON THE STATE OF FLORIDA RIGHT-OF-WAY MAP FOR STATE ROAD 609 SECTION 94002-2501, LAST REVISED 1-65; THENCE S00°00'42"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR 185.36 FEET; THENCE N45°08'18"E A DISTANCE OF 50.00 FEET TO A POINT 150.00 FEET SOUTH OF THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S89°51'42"E, 150.00 FEET SOUTH OF, AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 3,948.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 508.67 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'20", AN ARC DISTANCE OF 546.81 FEET; THENCE S89°51'42"E FOR 148.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 546.81 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°34'19", AN ARC DISTANCE OF 508.66 FEET TO A POINT 150.00 FEET SOUTH OF THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S89°51'42"E, 150.00 FEET SOUTH OF, AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 9,528.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°04'45" AN ARC DISTANCE OF 49.81 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°13'17", AN ARC DISTANCE OF 76.09 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°04'45", AN ARC DISTANCE OF 49.81 FEET, TO A POINT OF CUSP; THENCE N00°04'31"E A DISTANCE OF 268.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.851 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

11/6/15

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199

E/W #1

LEGAL DESCRIPTION

File: 14-172s&d
E/W #1
Date: 10-20-15

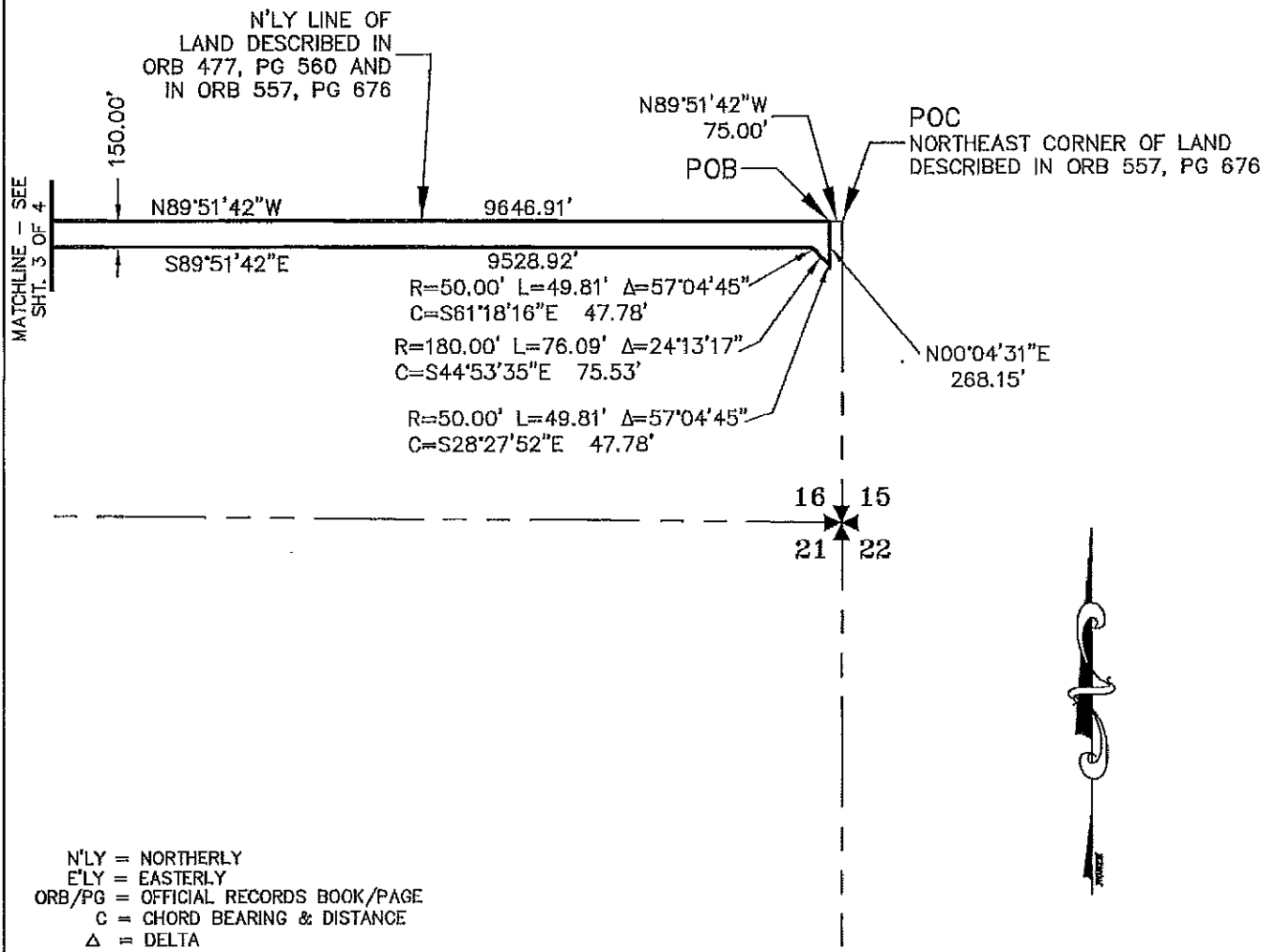
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.cf-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&d\14-172 s&d EW #1.dwg, 11/5/2015 3:42:55 PM

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY



N'LY = NORTHERLY
E'LY = EASTERLY
ORB/PG = OFFICIAL RECORDS BOOK/PAGE
C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
N'LY = NORTHERLY
PG = PAGE
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATED TO THE EAST LINE OF LANDS DESCRIBED IN ORB 557, PG 676 HAVING A BEARING OF S00°04'31"W, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

E/W #1

SKETCH OF DESCRIPTION

File: 14-172s&d
E/W #1
Date: 10-20-15

Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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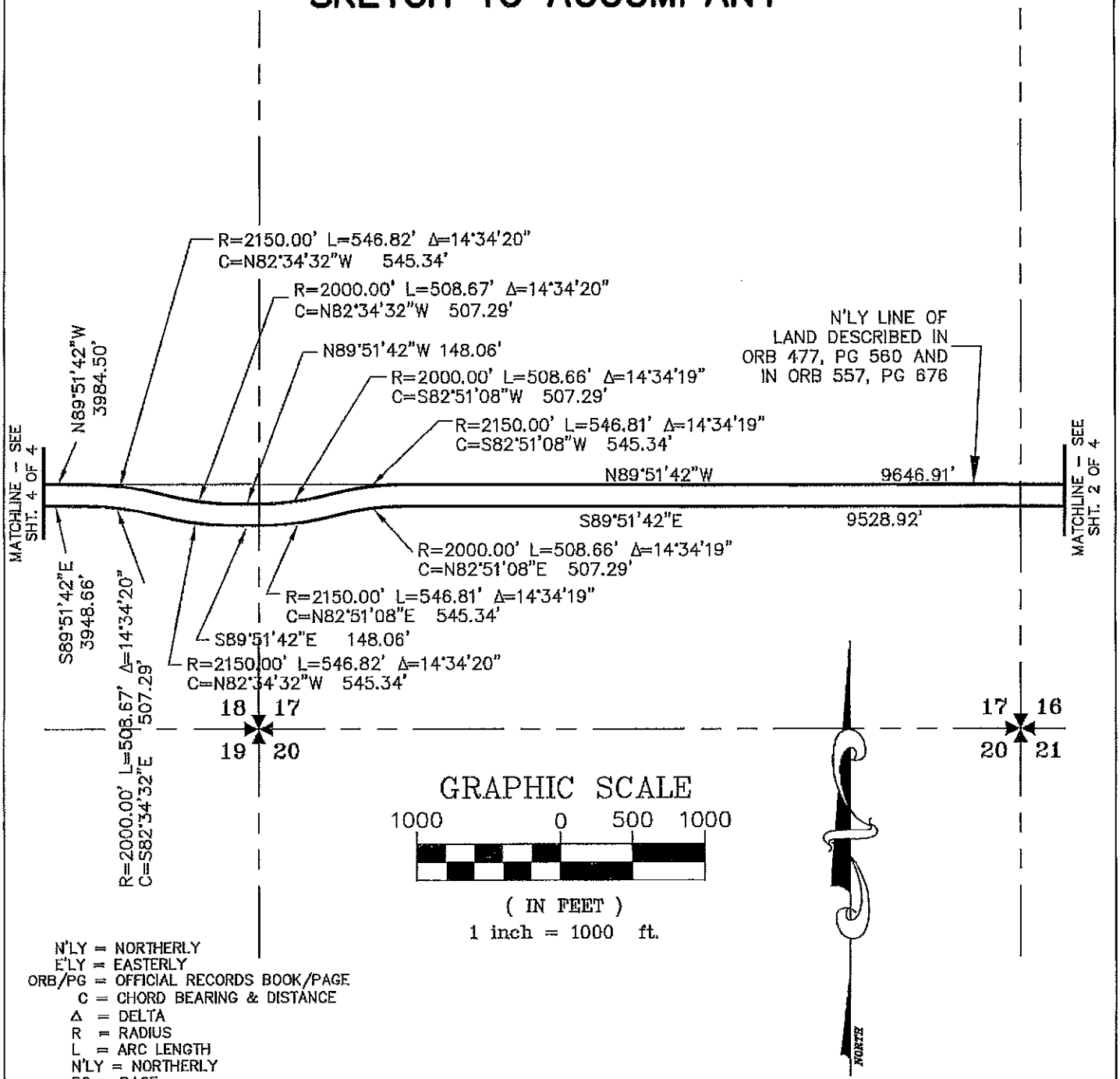
THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY



GRAPHIC SCALE

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(IN FEET)

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Date: 10-20-15

Tech: GLM

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STATE OF FLORIDA CERTIFICATION No. LB 1286

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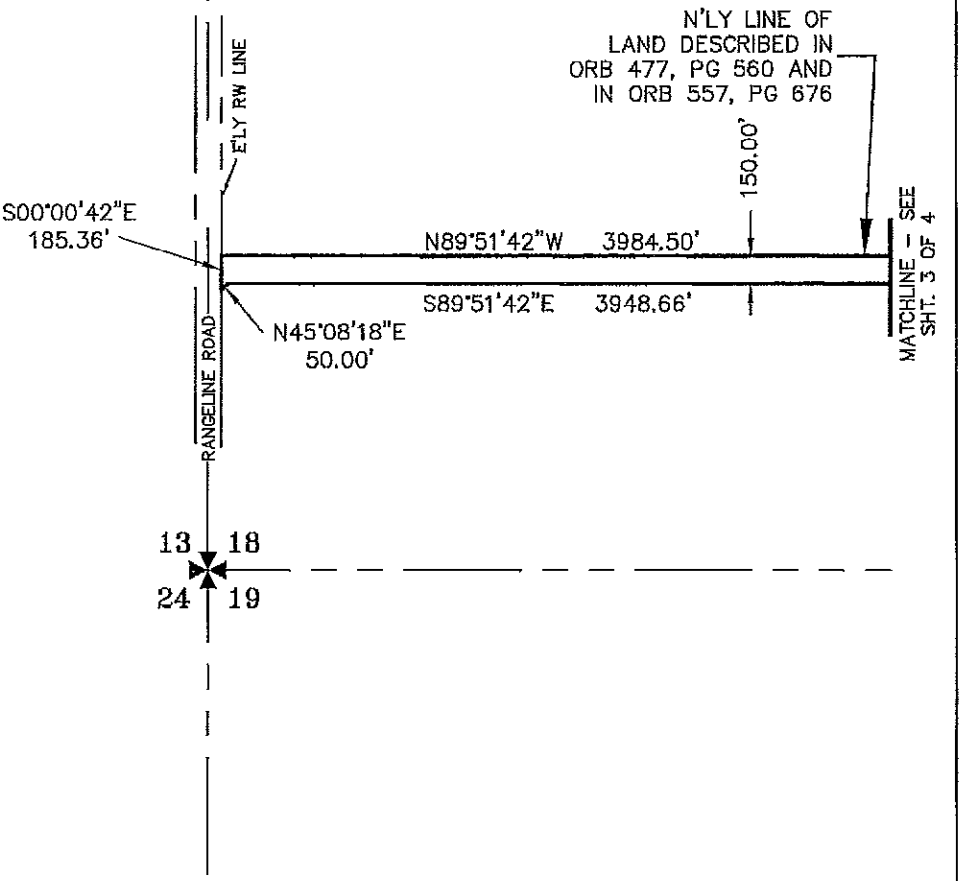
SKETCH TO ACCOMPANY

GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.



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E/W #1

SKETCH OF DESCRIPTION

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SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!

Sand & Hills Surveying, Inc.

DESCRIPTION: PARCEL TP–PSL–2
A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R–2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT–OF–WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE S88°40'20"W, A DISTANCE OF 10,881.43 FEET TO THE POINT OF BEGINNING;
THENCE S00°03'26"W, A DISTANCE OF 1.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,150.00 FEET AND A CENTRAL ANGLE OF 13°34'06"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 509.15 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 14°34'19"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 508.66 FEET; THENCE N89°50'39"W, A DISTANCE OF 643.10 FEET; THENCE N45°08'18"E, A DISTANCE OF 1.31 FEET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF EW#1 RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 829, SAID PUBLIC RECORDS FOR THE FOLLOWING THREE COURSES, S89°51'42"E, A DISTANCE OF 642.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,000.00 FEET AND A CENTRAL ANGLE OF 14°34'19"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 508.66 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,150.00 FEET AND A CENTRAL ANGLE OF 13°34'05"; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 509.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0445 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

DATE: 1/11/16

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS–OF–WAY OR EASEMENTS OF RECORD.

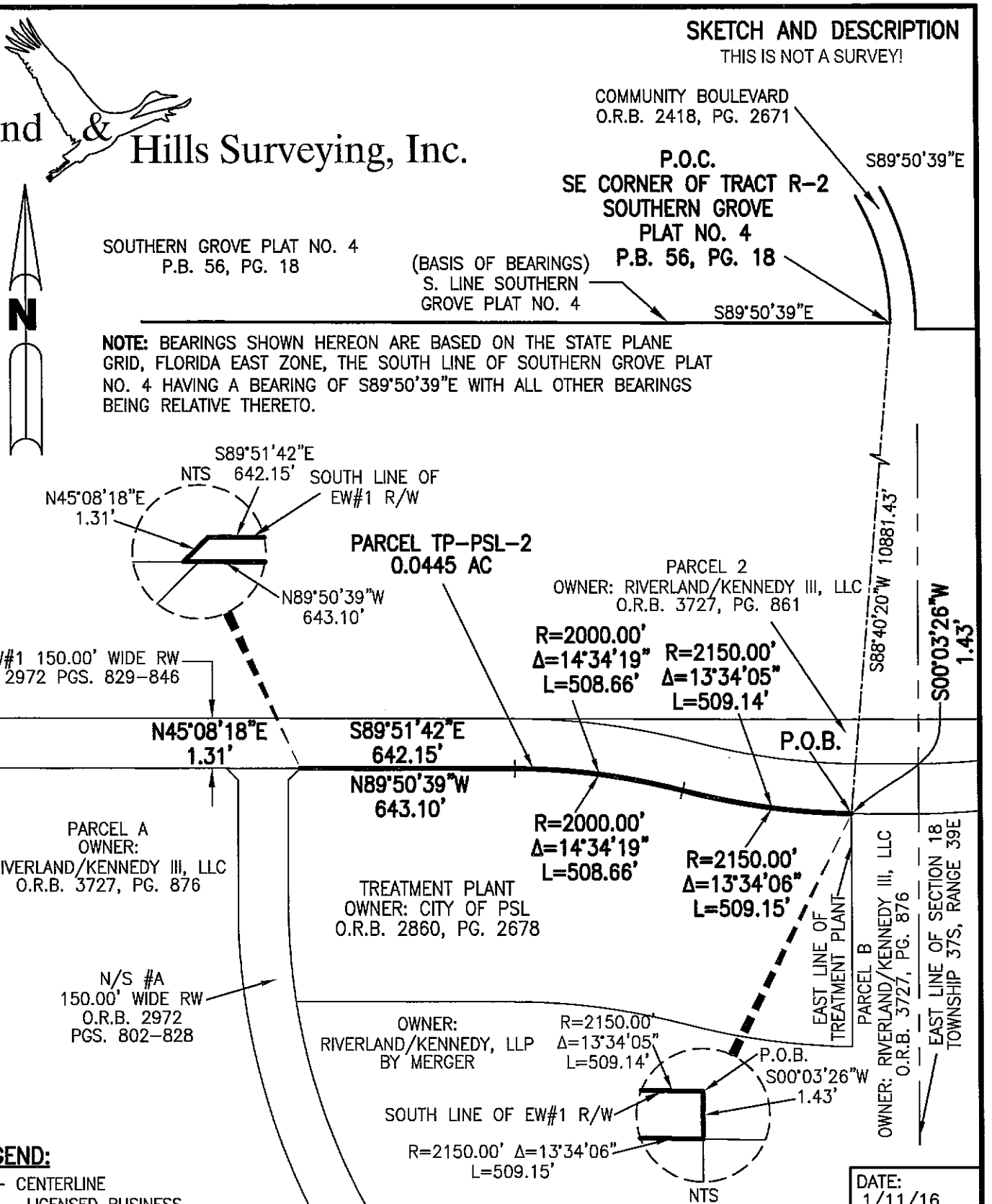
SKETCH & DESCRIPTION RIVERLAND **EW1, PARCEL TP–PSL–2** SECTION 18 TOWNSHIP 37S, RANGE 39E	DATE: 1/11/16	SHEET 1 OF 2
	REVIEWED: PW	DRAWN: BEJ
	DRAWING No: D0248LGEW1 TP-PSL-2	

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561–209–6048 | L.B. NUMBER 7741

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

Sand & Hills Surveying, Inc.



LEGEND:

℄ – CENTERLINE
L.B. – LICENSED BUSINESS
O.R.B. – OFFICIAL RECORDS BOOK
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.B. – PLAT BOOK
PGS. – PAGES
RB – RADIAL BEARING

SKETCH & DESCRIPTION
RIVERLAND
EW1, PARCEL TP-PSL-2
SECTION 18
TOWNSHIP 37S, RANGE 39E

DATE: 1/11/16	
SCALE: 1"=400'	SHEET 2 OF 2
REVIEWED: PW	DRAWN: BEJ
DRAWING No: D0248LGEW1_TP-PSL-2	

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561-209-6048 | L.B. NUMBER 7741

EXHIBIT

"A-2"

(to Authorizing Ordinance)

Quit Claim Deed from City to Riverland/Kennedy, LLP
Reference: E/W 2

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached four (4) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 19, 20, 21, AND 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, (AS RECORDED IN O.R.B. 2972, PAGE 829), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCE AT THE NORTHEAST CORNER LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°04'31"W ALONG THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 3469.38 FEET; THENCE N89°54'26"W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF PARCEL "A"; THENCE N44°57'41"W A DISTANCE OF 49.47 FEET; THENCE N89°57'41"W A DISTANCE OF 5,275.33 FEET; THENCE S45°05'34"W A DISTANCE OF 49.55 FEET TO POINT "A"; THENCE N00°28'42"W A DISTANCE OF 170.02 FEET; THENCE S44°54'26"E A DISTANCE OF 49.46 FEET; THENCE S89°57'41"E A DISTANCE OF 5,277.06 FEET; THENCE N45°02'19"E A DISTANCE OF 49.53 FEET; THENCE S00°04'31"W FOR 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.329 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL "B"

COMMENCING AT SAID POINT "A"; THENCE S89°49'35"W A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE N44°54'26"W A DISTANCE OF 50.00 FEET; THENCE N89°54'26"W A DISTANCE OF 278.26 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2,050.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,088.61 FEET, THROUGH A CENTRAL ANGLE OF 30°25'33"; THENCE N59°28'53"W A DISTANCE OF 462.93 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,950.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,572.37 FEET, THROUGH A CENTRAL ANGLE OF 46°12'00"; THENCE S74°19'07"W A DISTANCE OF 2,264.28 FEET; THENCE S29°19'07"W A DISTANCE OF 51.19 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2,080.00 FEET, THE CHORD OF WHICH BEARS N15°40'53"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.44 FEET, THROUGH A CENTRAL ANGLE OF 04°45'00"; THENCE S60°40'53"E A DISTANCE OF 51.19 FEET; THENCE N74°19'07"E A DISTANCE OF 2,264.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,653.00 FEET, THROUGH A CENTRAL ANGLE OF 46°12'00"; THENCE S59°28'53"E A DISTANCE OF 462.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,950.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,035.51 FEET THROUGH A CENTRAL ANGLE OF 30°25'33"; THENCE S89°54'26"E A DISTANCE OF 277.26 FEET; THENCE N45°05'34"E A DISTANCE OF 49.01 FEET; THENCE S00°28'42"E A DISTANCE OF 170.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.256 ACRES, MORE OR LESS.

STATE OF FLORIDA TOM P. KIERNAN License Number 6199

5/1/15

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199

E/W #2

Sheet 1 of 4
NOT VALID WITHOUT SHEETS 2 THROUGH 4 OF 4

LEGAL DESCRIPTION

File: 04-233RW4.3
Date: 1-20-07
REVISED 7-9-07 (RD)
10-04-07 (MDP)
5-01-15 GLM
Tech: MDP

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\s&d roads\04-233 RW4.3.dwg, 5/1/2015 9:03:50 AM

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY

E'LY = EASTERLY
CHD. BRG. = CHORD BEARING
SEC. = SECTION
COR. = CORNER
C. = CHORD
R = RADIUS
L = ARC LENGTH
S'LY = SOUTHERLY
PG = PAGE
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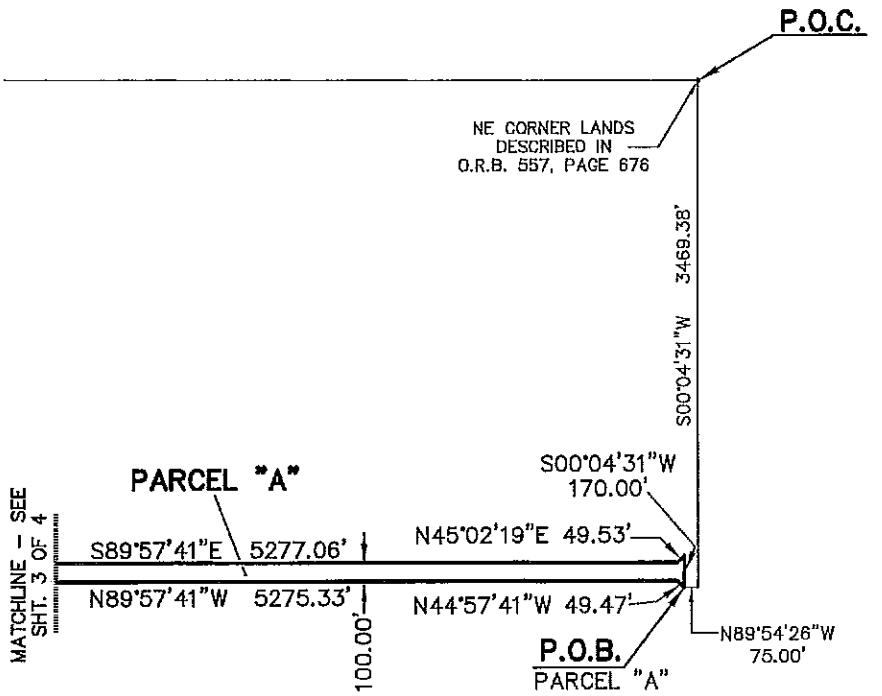
BEARINGS SHOWN HEREON ARE ASSUMED AND RELATED TO THE CENTERLINE OF TRADITION PARKWAY (P.B. 42, PG. 5–5F) HAVING A BEARING OF S89°57'05"E, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.



GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

E/W #2

Sheet 2 of 4

NOT VALID WITHOUT SHEETS 1, 3 & 4 OF 4

SKETCH OF DESCRIPTION

File: 04–233RW4.3
Date: 1–20–07
REVISED 7–9–07 by: RD
10–04–07 (MDP)
5–01–15 GLM
Tech: MDP

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THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY

MATCHLINE – SEE SHT. 2 OF 4

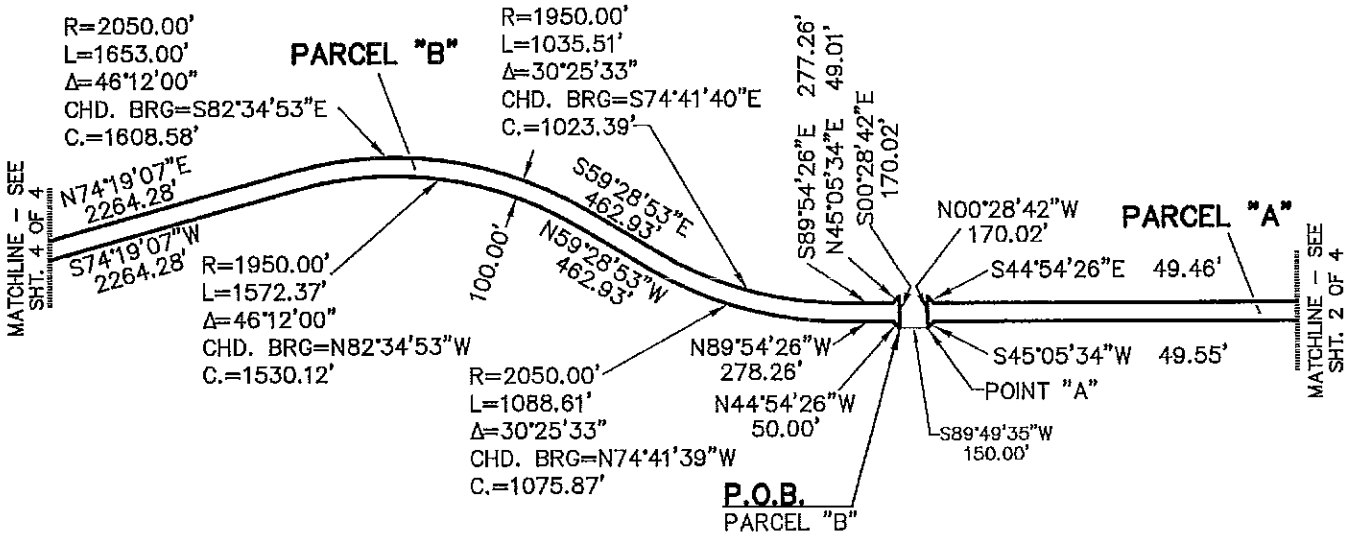
GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

NORTH



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E/W #2

NOT VALID WITHOUT SHEETS 1, 2 & 4 OF 4

SKETCH OF DESCRIPTION

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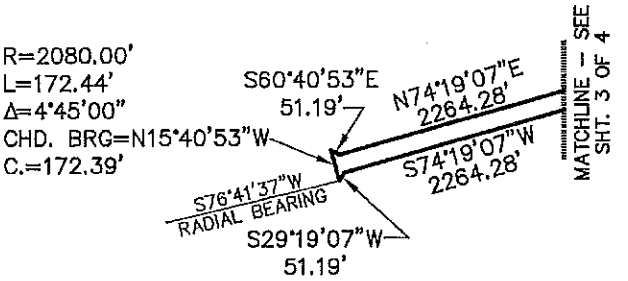

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E/W #2

NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 4

SKETCH OF DESCRIPTION

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5-01-15 GLM
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EXHIBIT

"A-3"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy II, LLC
Reference: E/W 3

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 21, AND 28, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 6640.79 FEET; THENCE N89°54'26"W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE N53°36'07"W A DISTANCE OF 43.44 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 7,926.97 FEET, THE CHORD OF WHICH BEARS S86°58'28"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2594.71 FEET THROUGH A CENTRAL ANGLE OF 18°45'16" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 12,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2656.90 FEET, THROUGH A CENTRAL ANGLE OF 12°31'45"; THENCE N89°52'25"W A DISTANCE OF 25.47 FEET; THENCE S45°07'35"W A DISTANCE OF 48.98 FEET; THENCE N00°28'42"W A DISTANCE OF 220.02 FEET; THENCE S44°52'25"E A DISTANCE OF 50.03 FEET; THENCE S89°52'25"E A DISTANCE OF 27.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 12,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2624.10 FEET THROUGH A CENTRAL ANGLE OF 12°31'45" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 8,076.97 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2627.28 FEET, THROUGH A CENTRAL ANGLE OF 18°38'14"; THENCE N51°14'04"E A DISTANCE OF 44.94 FEET; THENCE S00°04'31"W A DISTANCE OF 204.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.466 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

11/6/15

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199

E/W #3

LEGAL DESCRIPTION

File: 14-172s&d E/W #3
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&d\14-172 s&d EW#3.dwg, 11/5/2015 3:49:05 PM

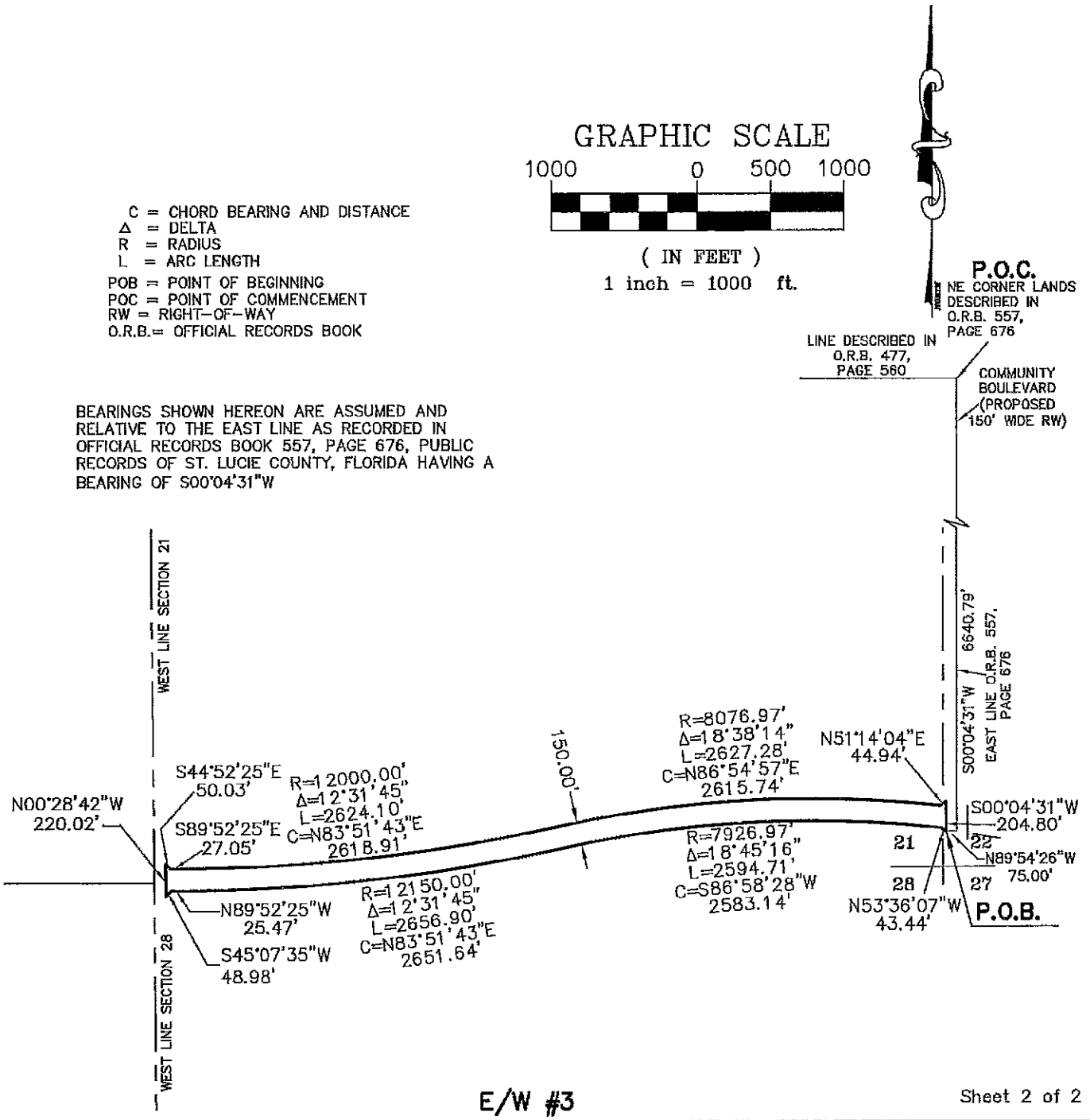
THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY

C = CHORD BEARING AND DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK

GRAPHIC SCALE
1000 0 500 1000
(IN FEET)
1 inch = 1000 ft.

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W



E/W #3

SKETCH OF DESCRIPTION

File: 14-172s&d E/W #3
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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EXHIBIT

"A-4"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy II, LLC
Reference: E/W 4

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Name:_____

_____
Name:_____

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By:_____
Print Name:_____
Title:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°04'31"W, ALONG LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 11145.49 FEET; THENCE N89°55'29"W, A DISTANCE OF 75.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE N44°54'26"W A DISTANCE OF 49.06 FEET; THENCE S89°55'04"W A DISTANCE OF 1686.99 FEET; THENCE N89°54'26"W A DISTANCE OF 1000.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 16,150.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,245.63 FEET THROUGH A CENTRAL ANGLE OF 04°25'09" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 15,850.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,248.54 FEET, THROUGH A CENTRAL ANGLE OF 04°30'48"; THENCE S89°59'55"W A DISTANCE OF 134.03 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N00°28'43"W, ALONG SAID WEST LINE, A DISTANCE OF 150.01 FEET; THENCE N89°59'55"E A DISTANCE OF 135.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 16,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,260.36 FEET THROUGH A CENTRAL ANGLE OF 04°30'48" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 16,000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,234.06 FEET, THROUGH A CENTRAL ANGLE OF 04°25'09"; THENCE S89°54'26"E A DISTANCE OF 999.89 FEET; THENCE N89°55'04"E A DISTANCE OF 1686.53 FEET; THENCE N45°05'34"E A DISTANCE OF 49.94 FEET; THENCE S00°04'31"W A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.453 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

11/6/15

THOMAS P. KIERNAN DATE
Professional Surveyor & Mapper
Florida Certificate No. 6199

E/W #4

LEGAL DESCRIPTION

File: 14-172s&d E/W #4
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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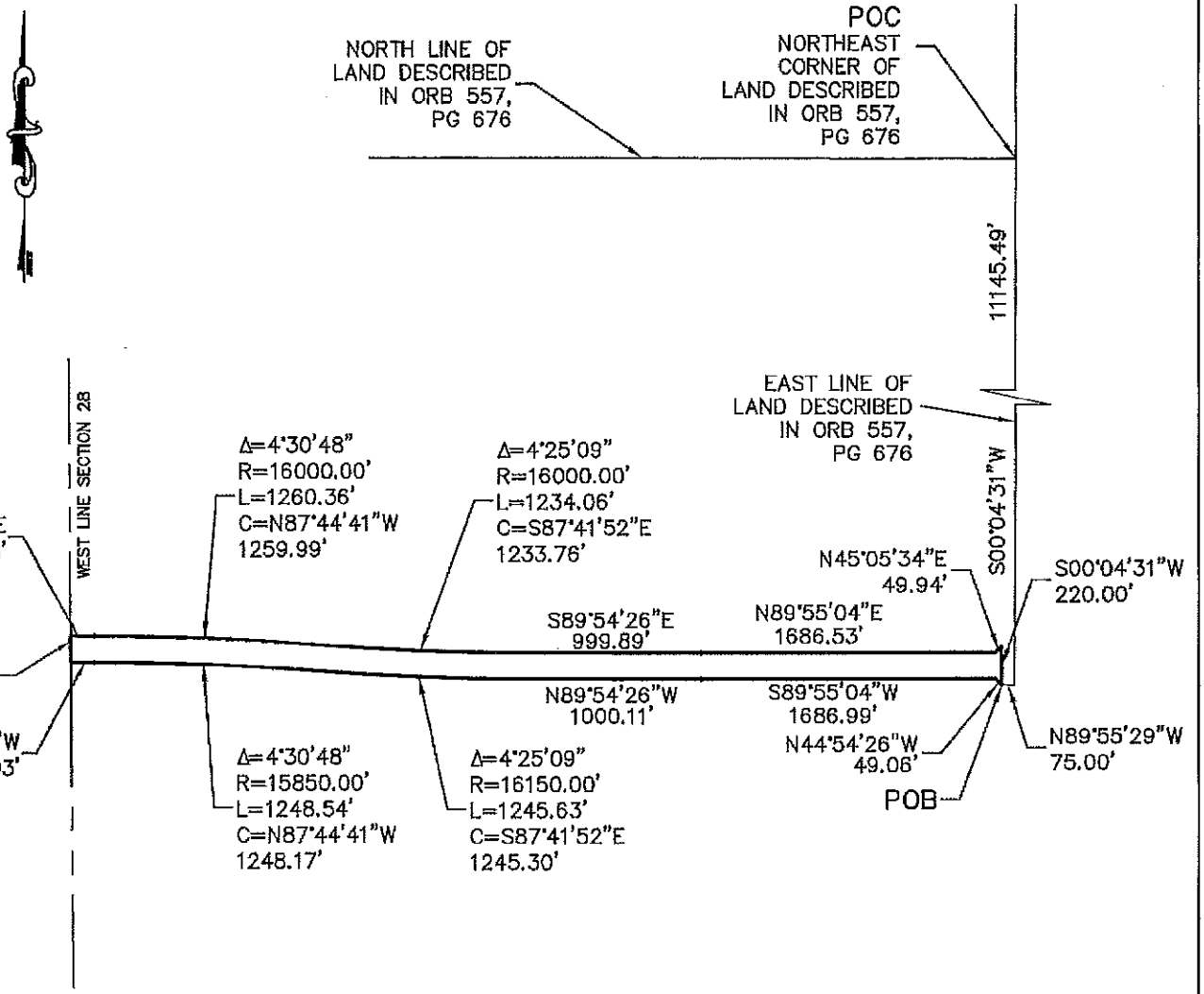
SKETCH TO ACCOMPANY DESCRIPTION

THIS IS NOT A SURVEY

0 250 500 750 1000

GRAPHIC SCALE IN FEET



LEGEND

Δ = DELTA
R = RADIUS
L = ARC LENGTH
PG = PAGE
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
C = CHORD BEARING & DISTANCE

THE EAST LINE OF LAND DESCRIBED IN ORB 557, PG 676 IS ASSUMED TO BEAR S00°04'31"W AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

E/W #4

SKETCH OF DESCRIPTION

File: 14-172s&d E/W #4
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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EXHIBIT

"A-5"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy III, LLC
Reference: E/W 5

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy III, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 14993.24 FEET; THENCE N89°55'29"W A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

THENCE S89°59'26"W A DISTANCE OF 2971.04 FEET; THENCE N89°54'31"W A DISTANCE OF 2338.36 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°28'13"W, ALONG SAID WEST LINE, A DISTANCE OF 150.01 FEET; THENCE S89°54'31"E A DISTANCE OF 2339.70 FEET; THENCE N89°59'26"E A DISTANCE OF 2936.07 FEET; THENCE N45°05'29"E A DISTANCE OF 49.57 FEET; THENCE S00°04'31"W A DISTANCE OF 184.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.300 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

11/6/15

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

E/W #5

LEGAL DESCRIPTION

File: 14-172s&d
E/W #5
Date: 10-20-15

Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY

GRAPHIC SCALE

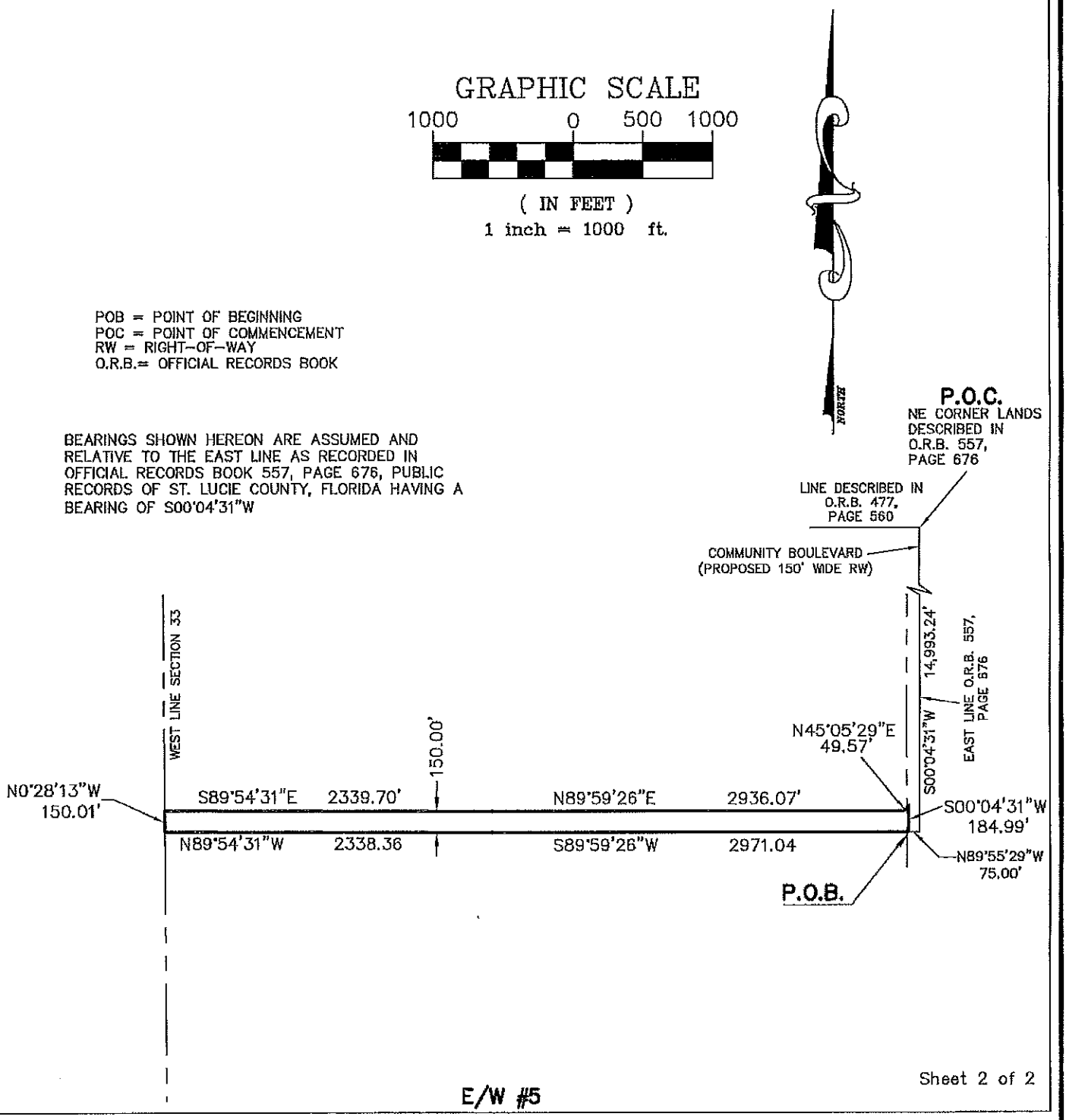
1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B.= OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W



E/W #5

SKETCH OF DESCRIPTION

File: 14-172s&d
E/W #5
Date: 10-20-15

Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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EXHIBIT

"A-6"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy III, LLC
Reference: N/S A

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy III, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY III, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached five (5) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 18, AND 19, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 153.86 FEET; THENCE N89°50'39"W A DISTANCE OF 12,600.55 FEET TO THE POINT OF BEGINNING;

THENCE S45°08'18"W A DISTANCE OF 50.00 FEET; THENCE S00°08'18"W A DISTANCE OF 362.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,925.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,474.26 FEET THROUGH A CENTRAL ANGLE OF 43°52'48"; THENCE S43°44'30"E A DISTANCE OF 772.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2,080.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,594.54 FEET THROUGH A CENTRAL ANGLE OF 43°55'24"; THENCE S00°10'54"W A DISTANCE OF 3,073.71 FEET; THENCE S44°49'06"E A DISTANCE OF 49.45 FEET; THENCE N89°52'25"W A DISTANCE OF 220.00 FEET; THENCE N45°10'54"E A DISTANCE OF 49.55 FEET; THENCE N00°10'54"E A DISTANCE OF 3,073.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,930.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,479.55 FEET THROUGH A CENTRAL ANGLE OF 43°55'24"; THENCE N43°44'30"W A DISTANCE OF 772.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,075.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,589.14 FEET THROUGH A CENTRAL ANGLE OF 43°52'48"; THENCE N00°08'18"E A DISTANCE OF 362.50 FEET; THENCE N44°51'42"W A DISTANCE OF 50.00 FEET; THENCE S89°51'42"E A DISTANCE OF 220.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.359 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

11/6/15

THOMAS B. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

N/S "A"

LEGAL DESCRIPTION

File: 14-172s&d N/S A
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&d\14-172 s&d N\S A.dwg, 11/5/2015 3:48:31 PM

SKETCH TO ACCOMPANY

THIS IS NOT A SURVEY

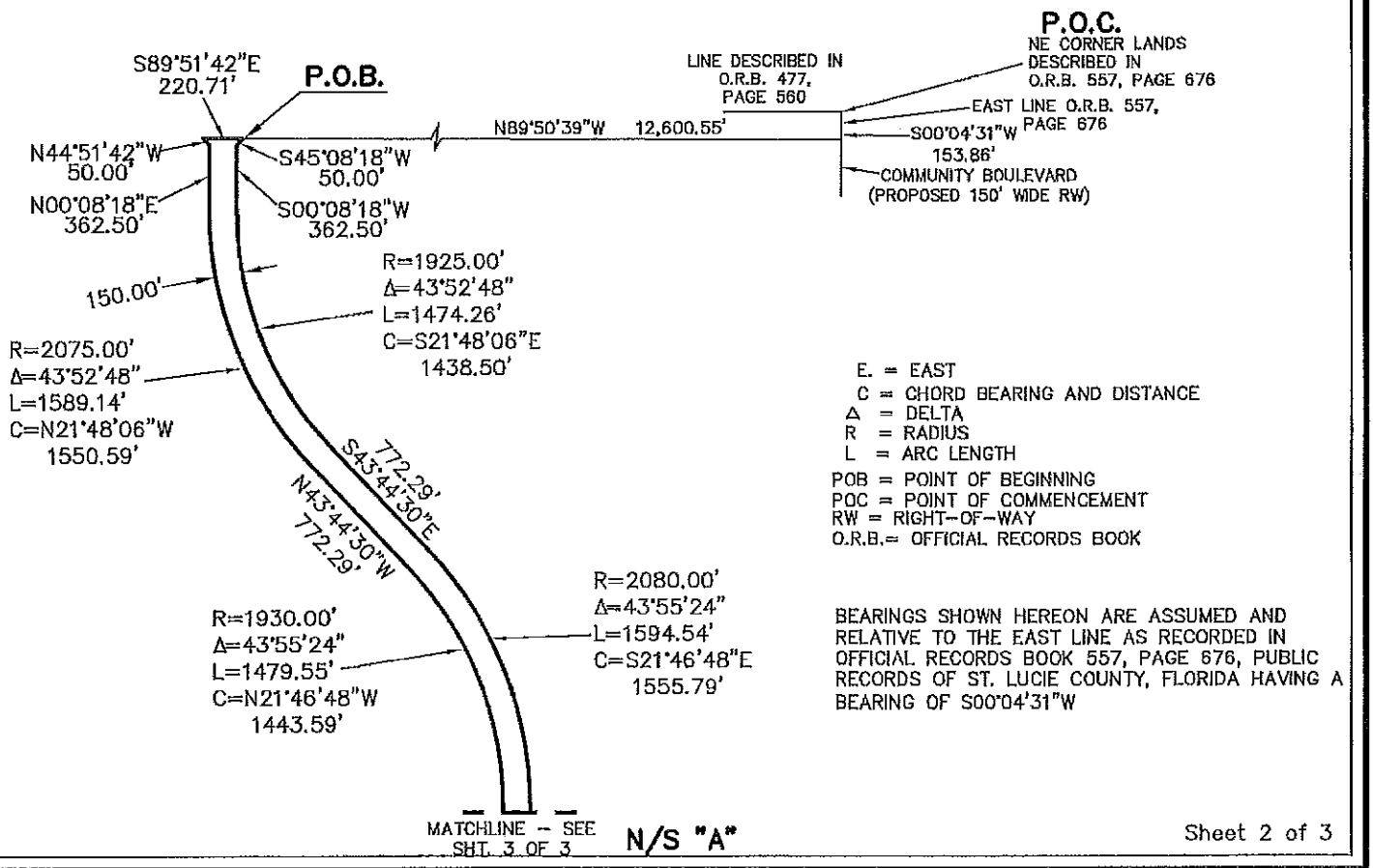
GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

NORTH



E. = EAST
C = CHORD BEARING AND DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B.= OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W

SKETCH OF DESCRIPTION

File: 14-172s&d N/S A
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
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www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

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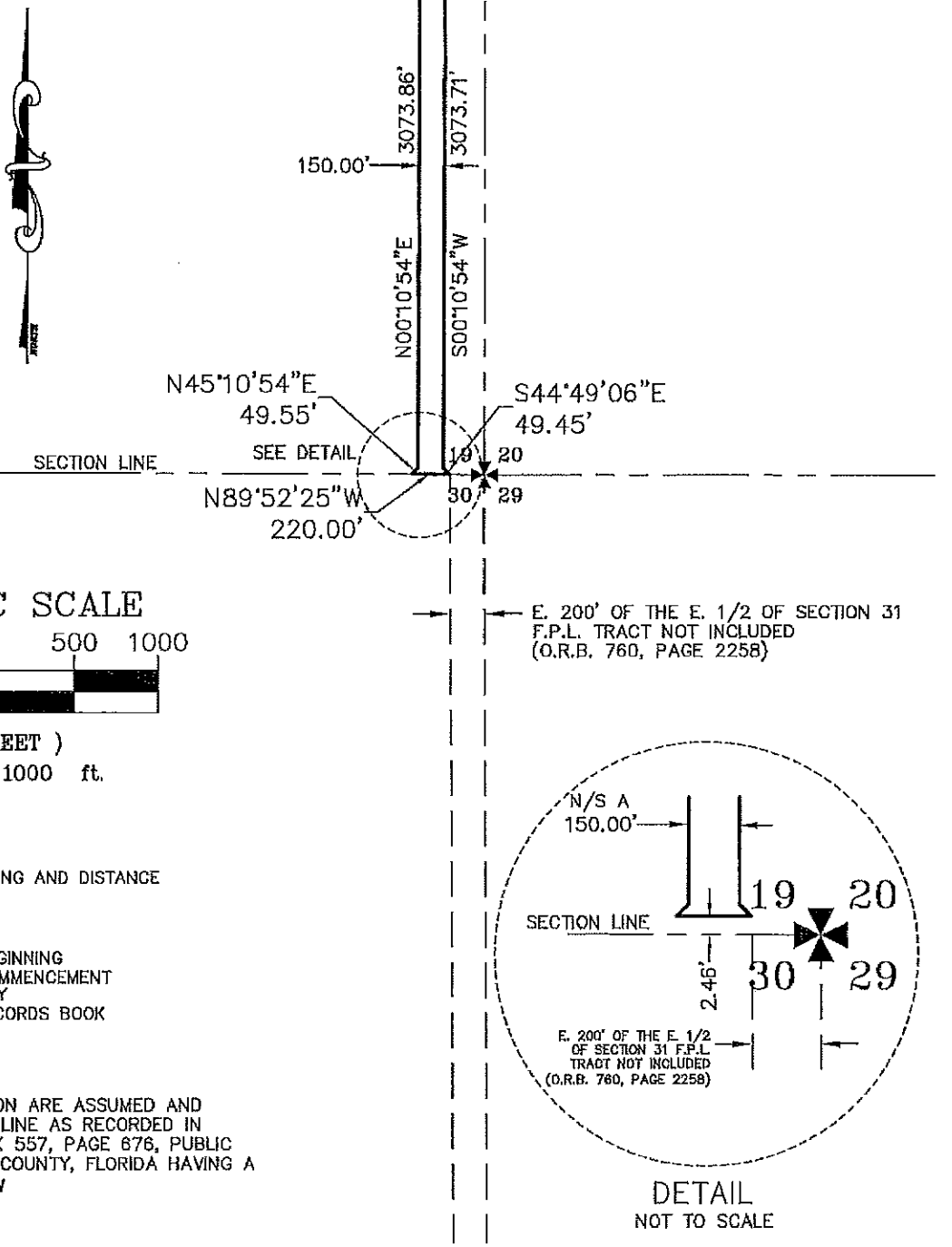
THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY



GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

C = CHORD BEARING AND DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B.= OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W

DETAIL
NOT TO SCALE

N/S "A"

SKETCH OF DESCRIPTION

File: 14-172s&d N/S A
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
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PHONE 772-464-3537 FAX 772-464-9497
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STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&d\14-172 s&d N\S A.dwg, 11/5/2015 2:48:18 PM

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY!

Sand & Hills Surveying, Inc.

DESCRIPTION: PARCEL TP–PSL–1
A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R–2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT–OF–WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE S89°28'11"W, A DISTANCE OF 12,527.68 FEET TO THE POINT OF BEGINNING;
THENCE S45°08'49"W, A DISTANCE OF 49.49 FEET; THENCE N00°08'18"E, ALONG THE EAST LINE OF NS#A RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2972, PAGE 802, SAID PUBLIC RECORDS FOR THE FOLLOWING TWO COURSES, A DISTANCE OF 0.56 FEET; THENCE N45°08'18"E, A DISTANCE OF 48.69 FEET; THENCE S89°50'39"E, A DISTANCE OF 0.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0004 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.

DATE: 1/11/16

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4213

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS–OF–WAY OR EASEMENTS OF RECORD.

SKETCH & DESCRIPTION RIVERLAND **EW#1, PARCEL TP–PSL–1** SECTION 18 TOWNSHIP 37S, RANGE 39E	DATE: 1/11/16	SHEET 1 OF 2
	REVIEWED: PW	DRAWN: BEJ
	DRAWING No: D0248LGEW1-TP-PSL-1	

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561–209–6048 | L.B. NUMBER 7741

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!

Sand & Hills Surveying, Inc.

COMMUNITY BOULEVARD
O.R.B. 2418, PG. 2671

P.O.C.
SE CORNER OF TRACT R-2
SOUTHERN GROVE
PLAT NO. 4
P.B. 56, PG. 18

SOUTHERN GROVE PLAT NO. 4
P.B. 56, PG. 18

(BASIS OF BEARINGS)
S. LINE SOUTHERN
GROVE PLAT NO. 4

S89°50'39"E

NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, THE SOUTH LINE OF SOUTHERN GROVE PLAT NO. 4 HAVING A BEARING OF S89°50'39"E WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

S89°28'11"W 12527.68'

E/W#1 150.00' WIDE RW
O.R.B. 2972 PGS. 829-846

S89°50'39"E
0.57'

P.O.B.

EAST LINE N/S#A R/W

48.69'

49.49'

N/S #A
150.00' WIDE RW
O.R.B. 2972
PGS. 802-828

N45°08'18"E

S45°08'49"W

PARCEL TP-PSL-1
0.0004 AC

N00°08'18"E
0.56'

TREATMENT PLANT
OWNER: CITY OF PSL
O.R.B. 2860, PG. 2678

LEGEND:

℄ - CENTERLINE
L.B. - LICENSED BUSINESS
O.R.B. - OFFICIAL RECORDS BOOK
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PGS. - PAGES
RB - RADIAL BEARING

SKETCH & DESCRIPTION
RIVERLAND
EW#1, PARCEL TP-PSL-1
SECTION 18
TOWNSHIP 37S, RANGE 39E

DATE: 1/11/16	
SCALE: 1"=20'	SHEET 2 OF 2
REVIEWED: PW	DRAWN: BEJ
DRAWING No: D0248LGEW1-TP-PSL-1	

8461 LAKE WORTH ROAD, SUITE 410 | LAKE WORTH, FL 33467 | Tel: 561-209-6048 | L.B. NUMBER 7741

EXHIBIT

"A-7"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy II, LLC
Reference: N/S B

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached three (3) pages]

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 16, 17, 20, AND 21, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY; THENCE S00°04'31"W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, A DISTANCE OF 151.66 FEET; THENCE N89°50'39"W A DISTANCE OF 5417.91 FEET TO THE POINT OF BEGINNING;

THENCE S44°31'18"W A DISTANCE OF 48.97 FEET; THENCE S00°28'42"E A DISTANCE OF 6677.67 FEET; THENCE S44°52'25"E A DISTANCE OF 50.03 FEET; THENCE N89°52'25"W A DISTANCE OF 220.01 FEET; THENCE N45°07'35"E A DISTANCE OF 48.98 FEET; THENCE N00°28'42"W A DISTANCE OF 6678.44 FEET; THENCE NORTH 45°28'42" WEST, A DISTANCE OF 50.04 FEET; THENCE SOUTH 89°51'42" EAST, A DISTANCE OF 220.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.293 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

11/6/15
DATE

N/S "B"

LEGAL DESCRIPTION

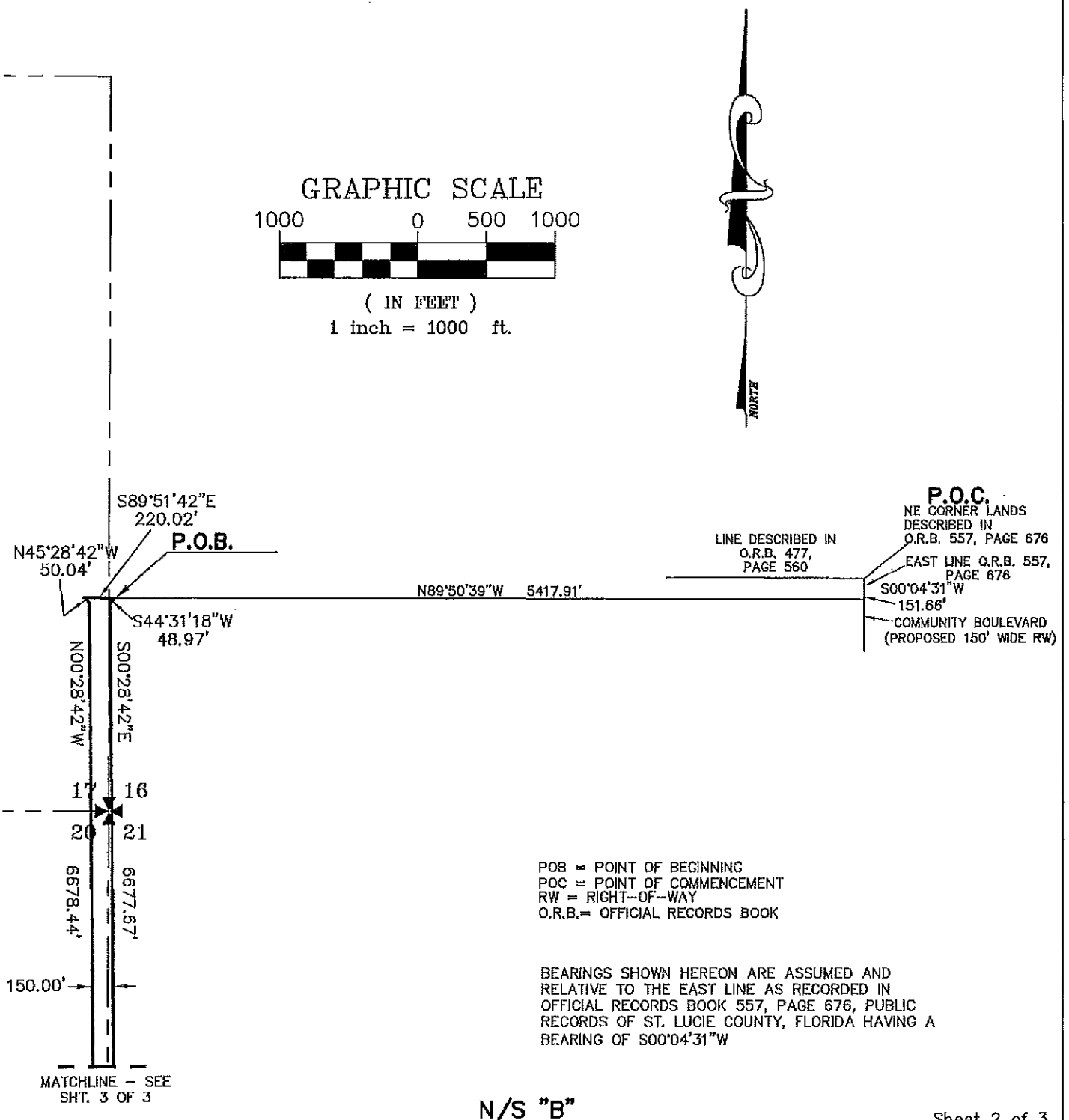
File: 14-172s&d N/S B
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homestead claim s&d\14-172 s&d N/S B.dwg, 11/5/2015 3:47:41 PM

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B.= OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W

N/S "B"

SKETCH OF DESCRIPTION

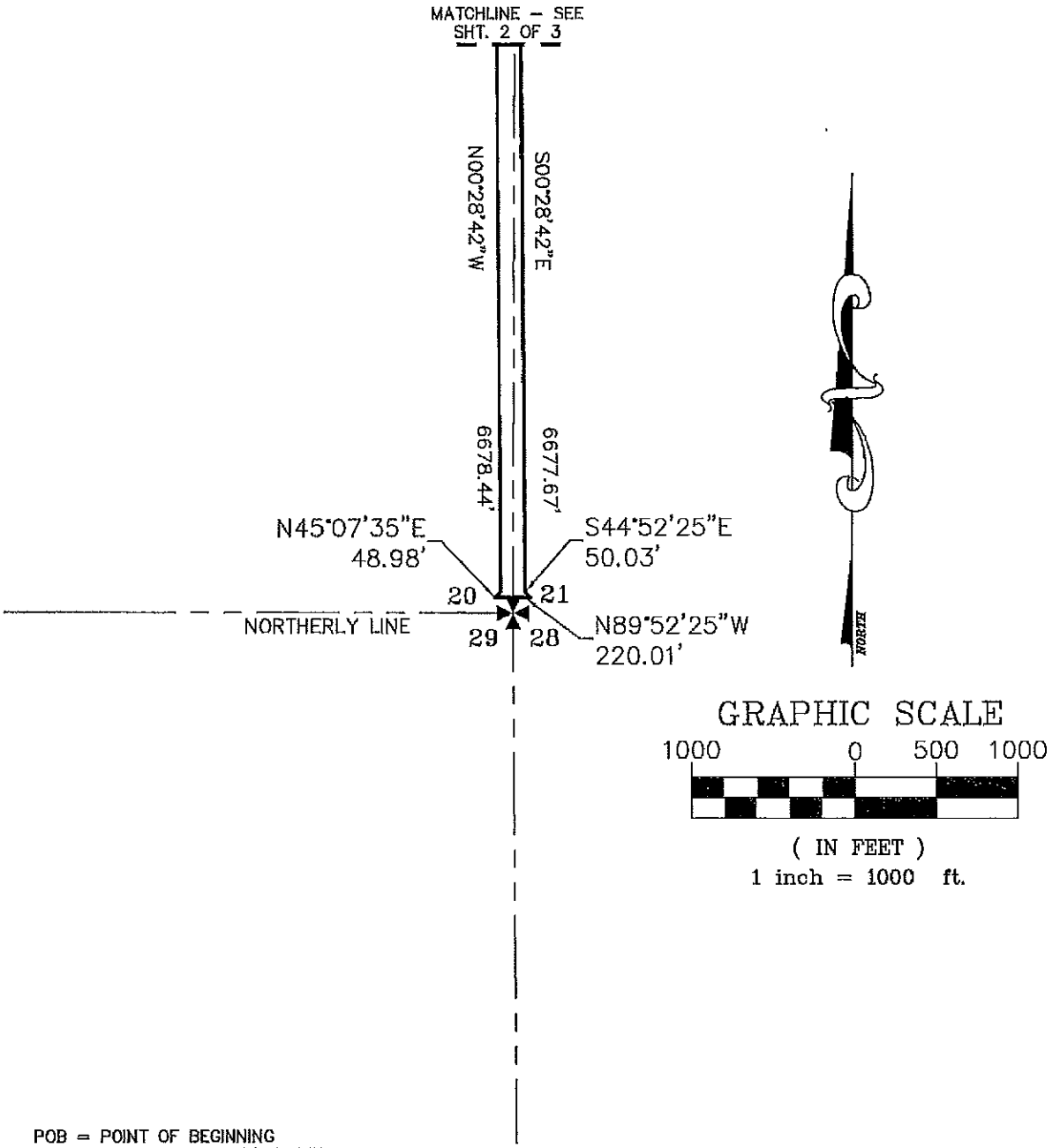
File: 14-172s&d N/S B
Date: 10-20-15
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&d\14-172 s&d NS B.dwg, 11/5/2015 3:48:05 PM

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY



GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000 ft.

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
RW = RIGHT-OF-WAY
O.R.B.= OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF S00°04'31"W

N/S "B"

SKETCH OF DESCRIPTION

File: 14-172s&d N/S B
Date: 10-20-15
Tech: CLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2014\14-172.001 GL Homes\quit claim s&d\14-172 s&d N S B.dwg, 11/5/2015 3:48:11 PM

EXHIBIT

"A-8"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy II, LLC
Reference: N/S B.5

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

LEGAL DESCRIPTION

BEING ALL OF N/S#B.5 (A 100.00 FOOT WIDE RIGHT-OF-WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGES 829-846, LYING IN SECTIONS 28 AND 33, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

CONTAINING 8.633 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

11/6/15
DATE

DESCRIPTION
OF
N/S#B.5

File: 14-172.001 s&d rw.dwg
Date: 4-30-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3576 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4186

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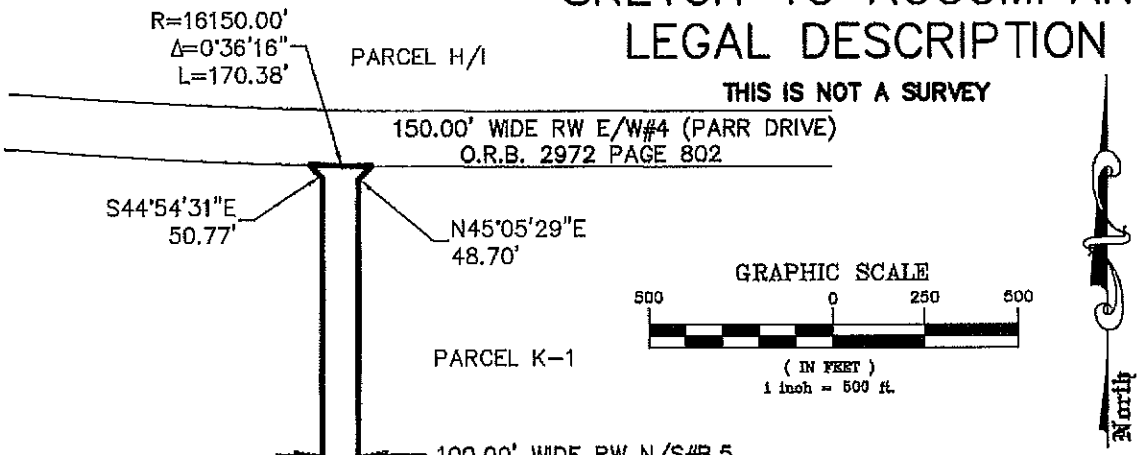
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



Δ = DELTA
R = RADIUS
L = ARC LENGTH
PLS = PROFESSIONAL LAND SURVEYOR
O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY OF E/W#5 (BECKER ROAD) HAVING A BEARING OF S89°54'31"E

SKETCH OF DESCRIPTION

OF

N/S#B.5

File: 14-172.001 s&d rw.dwg
Date: 4-30-2015

Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB-4386

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EXHIBIT

"A-9"

(to Authorizing Ordinance)

Quit Claim Deed from City
to Riverland/Kennedy II, LLC
Reference: N/S C (Community Boulevard)

This instrument prepared by (and after recording should be returned to):
Riverland/Kennedy II, LLC
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Clayton M. Ratliff, Esq.

(Space Reserved for Clerk of Court)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and given this _____ day of March, 2016 by CITY OF PORT ST. LUCIE, a Florida municipal corporation, having an address of 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099 (the "Grantor") to RIVERLAND/KENNEDY II, LLC, a Florida limited liability company, having an address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the "Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 ($10.00) Dollars paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described property located in St. Lucie County, Florida (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to the following: (a) real estate taxes and assessments for the year 2016 and subsequent years not yet due or payable; (b) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (c) matters which would be disclosed by an accurate survey of the Property; and (d) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record, if any, but this reference shall not operate to reimpose same.

GRANTEE ACKNOWLEDGES AND AGREES that the Property is being conveyed unto Grantee in its "AS-IS, WHERE-IS" condition with all faults and defects, latent and patent, and without any warranties or representations, either express or implied, of any kind, nature or type whatsoever from Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee.

[Signatures and Acknowledgements Appear on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Name:_____

By:_____
Print Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of March, 2016 by _____, as _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation, on behalf of the corporation. He/She (__) is personally known to me or (___) has produced _____ as identification.

_____
Notary Public
Name:_____
My Commission Expires:_____

EXHIBIT "A"

Legal Description of the Property

[See attached two (2) pages]

DESCRIPTION

LEGAL DESCRIPTION
A PARCEL OF LAND LYING IN SECTIONS 15, 21, 22, 27, 28, 33, AND 34, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°04'31"W, ALONG LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 14993.13 FEET; THENCE S89°59'26"W, A DISTANCE OF 75.00 FEET; THENCE N00°04'31"E, PARALLEL TO AND 75.00 FEET WEST OF SAID EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 14993.32 FEET TO THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 557, PAGE 676, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE S89°51'42"E ALONG SAID NORTH LINE, A DISTANCE OF 75.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS, 25.824 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
6199
STATE OF FLORIDA

11/6/15
DATE

THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

N/S "C" (COMMUNITY BOULEVARD)

LEGAL DESCRIPTION
N/S "C" (COMMUNITY BOULEVARD)

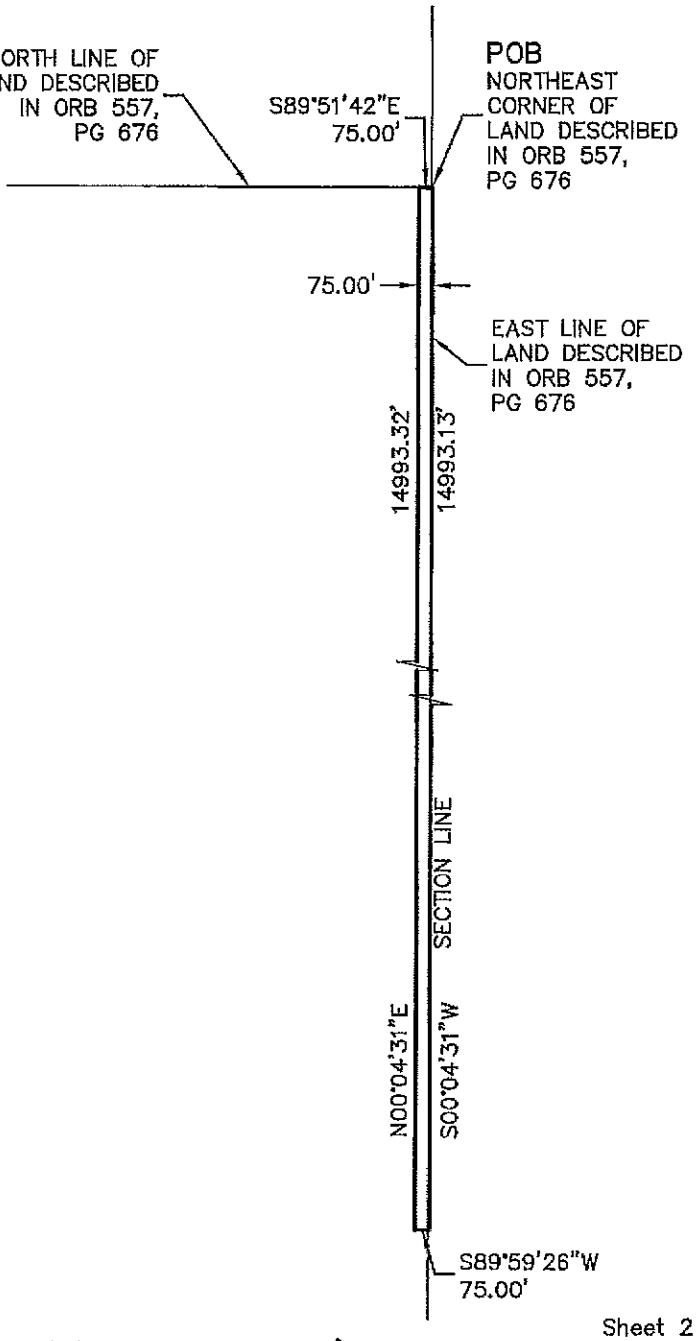
File: 04-233RW2.3
Date: 7/10/07
Rev: 10/04/07(MDP)
Rev: 5/03/12(GLM)
Tech: BCS

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2004\04-233 Minto - Kennedy Groves\SKETCH-DESCRIPTION\Revised 10-04-07\04-233 RW2.3 revised 11-6-15.dwg, 11/6/2015 9:44:54 AM

SKETCH TO ACCOMPANY
DESCRIPTION
THIS IS NOT A SURVEY

0 250 500 750 1000
GRAPHIC SCALE IN FEET



LEGEND

Δ = DELTA
R = RADIUS
L = ARC LENGTH
PG = PAGE
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
R/W = RIGHT-OF-WAY
℄ = CENTERLINE
ORB/PG = OFFICIAL RECORDS BOOK/PAGE
sq.ft. = SQUARE FEET

THE EAST LINE OF LAND DESCRIBED IN ORB 557, PG 676 IS ASSUMED TO BEAR S00°04'31"W AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

P:\Proj-2004\04-233 Minto - Kennedy Groves\SKETCH-DESCRIPTION\Revised 10-04-07\04-233 RW2.3 revised 11-6-15.dwg, 11/6/2015 9:45:21 AM

SKETCH OF DESCRIPTION
N/S "C" (COMMUNITY BOULEVARD)

File: 04-233RW2.3
Date: 7/10/07
Rev: 10/04/07(MDP)

Tech: BCS

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

AGENDA ITEM #: 10D
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney

Agenda Item: Ordinance: Riverland/Kennedy DRI Property – Correction of Rights-of-Way Conveyances to the City 16-20

Submittal Date: 3/21/2016

STRATEGIC PLAN LINK: PLAN FOR THE CITY'S FUTURE

BACKGROUND: Riverland/Kennedy II, LLC, a Florida limited liability company ("Riverland/Kennedy II"), Riverland/Kennedy III, LLC, a Florida limited liability company ("Riverland/Kennedy III"), and Riverland/Kennedy, LLP, a Florida limited liability partnership ("Riverland/Kennedy LLP") are the owners of certain real property consisting of approximately 3,845± acres (the "Riverland/Kennedy Properties") located south of the Tradition DRI, west of the Southern Grove DRI, west of Interstate I-95, and east of Range Line Road, in an area known as the Riverland/Kennedy DRI. The aforementioned property owners shall hereinafter be collectively referred to herein as "Riverland/Kennedy Group."

To provide some background history, the City agreed to annex certain property pursuant to that certain Annexation Agreement dated July 19, 2004, and entered into by and between Horizons Acquisition 5, LLC, a Florida limited liability company ("Southern Grove"), Horizons Acquisition 2, LLC, a Florida limited liability company ("Kennedy Groves"), St. Lucie Associates II, LLLP, a Florida limited liability partnership, and St. Lucie Associates III, LLLP, a Florida limited liability partnership (collectively "GL"), ACR Property, LLC, a Florida limited liability company, (each singly referred to as "Developer" and collectively "Developers"), and the City of Port St. Lucie. Said Annexation Agreement was recorded in Official Records Book 2137 at Page 2419 of the Public Records of St. Lucie County, Florida. Section 5(e) of the Annexation Agreement required each Developer to convey to the City certain rights-of-way, including a roadway network, within their portions of the "Annexation Properties," as defined under said Agreement and the amendments thereto. The First Amendment to the Annexation Agreement (the "1st Amendment") dated May 16, 2005, and entered into by the Developers (or their successors as may be applicable) and the City, served to amend, among other things, the roadway network conveyance requirements set forth in the first sentence of Paragraph 5(h) and the associated Exhibit "H" of the Annexation Agreement. Pursuant to the 1st Amendment, the Developers each conveyed a roadway network to the City, specifically arterial roadways as per Exhibit "H," as amended, which

included no less than three (3) north-south arterials and three (3) east-west arterials, in addition to Becker Road and Village Parkway.

The Riverland/Kennedy Group, in accordance with the Annexation Agreement, as amended, conveyed the required rights-of-way, which were based on sketches and legal descriptions prepared by Culpepper and Terpening, Inc. As part of the Riverland/Kennedy Group's plans to proceed with the zoning of the first parcel for development, they engaged Sand & Hills Surveying, Inc. to conduct a review of various legal descriptions affecting the Riverland/Kennedy Properties. This review revealed that there were some errors in the sketches and legal descriptions prepared by Culpepper and Terpening, Inc. that were used in the conveyance of the roadway network from the Riverland/Kennedy Group to the City. It has been identified that the errors cause significant shortfalls and gaps in the rights-of-way conveyed to the City. Accordingly, the Riverland/Kennedy Group has been working with City Staff to develop revised sketches and legal descriptions for a re-conveyance of a roadway network within the Riverland/Kennedy Properties.

ANALYSIS: It has been determined that the most efficient way to handle this matter is for the Riverland/Kennedy Group to convey to the City "new" and "revised" rights-of-way to the City in their entirety instead of piecemeal and specific to the erroneous legal descriptions, which are numerous. Therefore, the Riverland/Kennedy Group will be conveying the "new" and "revised" roadway network by Special Warranty Deeds that will be accomplished via a process and in a form approved by the Legal Department. The Special Warranty Deeds will be presented to City Council for approval at a future date. The Riverland/Kennedy Group is requesting that the City proceed with approving the ordinance authorizing the quit-claiming of its ownership interests in the "old" and "erroneous" roadway network so they may continue their progress in seeking MPUD zoning approvals for the development of their first parcel. The conveyance by the Riverland/Kennedy Group of the "new" and "revised" rights-of-way will be required prior to the City's recordation of the Quit Claim Deeds relinquishing title to the "old" roadway network.

Additionally, and subject to the requirements of the Annexation Agreement, the Riverland/Kennedy Group was required to convey to the City certain rights-of-way as part of a Development Order for the Riverland/Kennedy DRI, as approved by the City Council on January 26, 2015 via City Resolution 12-R69. These conveyances, which are identified under Paragraph 13 of Exhibit "B" to City Resolution 12-R69, are also affected by the recently discovered errors in the sketches and legal descriptions. Accordingly, the Riverland/Kennedy Group is requesting that the City proceed with approving the quit-claiming of its ownership interests in the "old" and "erroneous" rights-of-way concerning Community Boulevard, N/S BC and E/W 2, Becker Road and N/S B. The conveyance by the Riverland/Kennedy Group of the "revised," "new" and/or "additional" rights-of-way will be required prior to the City's recordation of the Quit Claim Deeds relinquishing title to the "old" and "erroneous" rights-of-way described hereinabove.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The City's Legal Department worked with the Riverland/Kennedy Group, the Planning & Zoning Department and the Public Works Department on this matter. The Ordinance and Quit Claim Deeds were reviewed by Azlina Goldstein Siegel, Interim City Attorney, and are approved as to form and legal sufficiency.

STAFF RECOMMENDATION: Approval of the conveyances is recommended by the Planning & Zoning Department and the Public Works Department.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: Riverland/Kennedy DRI.

ATTACHMENTS: Authorizing Ordinance with Quit Claim Deeds Exhibit

cc: Patti Tobin, AICP, Director of Planning and Zoning
Anne Cox, Assistant Director of Planning and Zoning
James E. Angstadt, PE, Public Works Director

COUNCIL ITEM 8E
DATE 4/11/16

COUNCIL ITEM 10E
DATE 3/28/16

ORDINANCE 16 – 03

AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 61.07, CUSTOMER DEPOSITS; CLARIFYING THE AUTHORIZATION FOR THE TRANSFER OF A UTILITY DEPOSIT TO A DESIGNEE OTHER THAN A SURVIVING SPOUSE; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That Section 61.07 of Port St. Lucie City Code is hereby amended to read as follows:

Sec. 61.07. - Customer deposits.

(a) Establishment of credit.

(1) Before rendering water or wastewater service, the city shall require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the city's rules for prompt payment. Credit will be deemed so established if:

a. The applicant pays a deposit in the form of cash, money order, cashier's check, credit card, or other form acceptable to the city; or

b. The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond, in form and content and otherwise acceptable to the city.

(2) Any deposit received by the city shall be held in a non-interest bearing account. Deposits will not be refunded until the customer has timely paid (without any late charges) all charges for water or wastewater services for a period of 36 consecutive months. Any deposit to be refunded will be applied to the next bill issued and shall be a credit against any charges due.

(3) A deposit may not be transferred ~~from one person to another~~ except when a request is made to transfer the deposit to a surviving spouse's name, or other designee. Transfers to a designee other than a surviving spouse must be approved by the Utility Systems Director.

(b) Amount of deposit. The amount of initial deposit shall be the following according to customer class and meter size:

	Customer deposits	
Customer class	Water	Wastewater
Residential single family:	$ 50.00	$ 90.00
Residential multi-family Per unit (when master metered)	10.00	40.00
Nonresidential:		
5/8 × ¾"	50.00	125.00
1"	95.00	275.00
1½"	150.00	925.00
2"	425.00	1,175.00
3"	500.00	1,400.00
4" and above	Two months estimated bill	

(c) Additional water and/or wastewater deposit. The city may require a new deposit (where previously waived, returned, or forfeited) based on meter sizes as outlined in subsection 61.07 (b), and/or an additional deposit in the amount of $150.00 in order to secure payment of utility bills as the result of the following:

(1) If more than two (2) checks are returned as uncollectable within a 12-month period;

(2) If the customer's service has been shut off for non-payment of service charges more than three (3) times in any 12-month period;

(3) If the customer has received stolen water and/or wastewater services as the result of tampering or an illegal connection;

(4) If, in the discretion of the city, there is a documented pattern or risk that would cause the city to reasonably believe there is a likelihood of potential non-payment.

Additional deposits shall be made in the form of cash, money order, cashier's check, credit card, or other form acceptable to the city. Additional deposits maybe eligible for refund pursuant to subsection 61.07 (a)(2).

The city shall provide the customer with reasonable written notice of any additional deposit requirement not less than 30 days before it is due where such request or notice is separate and apart from any bill for service.

Section 2. This ordinance shall become effective upon adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Azlina Goldstein-Siegel, Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager – City Engineer

FROM: Jesus Merejo, Utility Systems Director

Agenda Item: Ordinance: Amending City Code of Ordinances Section 61.07 – Customer Deposits 16-03

Submittal Date: 3/18/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: 2. Incorporating "best practices" into the services and service delivery in Port St. Lucie and Principal B – Responsive to Community: Residents and Businesses: 3. Adjusting City services and service delivery mechanism when needed.

BACKGROUND: Section 61.07 of the City's Code of Ordinances governs utility customer deposits. Subsection (a)(3) currently states deposits may only be transferred to a surviving spouse; however, such language does not reflect situations in today's society where unmarried and unrelated persons might jointly own a property receiving City water/sewer services and the related utility account has a deposit on file.

ANALYSIS: The attached ordinance was drafted to amend Section 61.07 (a)(3) so that a deposit may be transferred to a designee other than a surviving spouse. Use of the term, "designee" can be applicable to divorce and other situations contingent upon the Utility Systems Director's approval.

FINANCIAL INFORMATION: The Utility Systems Dept. anticipates no financial impact as a result of this amendment. The amendment does not increase deposit fees.

LEGAL INFORMATION: This ordinance was reviewed and approved as to sufficiency and form by Assistant City Attorney, Stefanie Beskovoyne.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance 16-03.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-03

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

MAR 2 1 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 8F
DATE 4/11/16

COUNCIL ITEM 10C
DATE 3/28/16

ORDINANCE 16 – 04

AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 63.25, MISCELLANEOUS POLICIES; CORRECTING PARAGRAPH NUMBERING; CLARIFYING THAT CAPITAL CHARGE AGREEMENTS (CCA) ARE NOT AVAILABLE FOR NEW CONSTRUCTION; CLARIFYING THAT TRANSFERS OF INTEREST IN REAL PROPERTY MAY REQUIRE THE UNPAID BALANCE OF A CCA TO BE PAID IN FULL; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That Section 63.25 of Port St. Lucie City Code is hereby amended to read as follows:

Sec. 63.25. - Miscellaneous policies.

(a) General utility systems policies.

1. Availability: "Available," for the purposes of this Chapter as applied to the City's water and wastewater systems, means that the City's system is capable of being connected to the plumbing of an establishment or residence, is not under a Department of Environmental Protection moratorium, and has adequate permitted capacity to provide the potable water and/or wastewater demand by the residence or establishment; and:

   a. For a residential subdivision lot, or a single-family residence, a potable water main or wastewater main exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment; or

   b. For an establishment or multi-family residential project, a potable water main or wastewater main exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing easements or rights-of-way; or

   c. For proposed residential subdivisions with more than 30 lots, or proposed commercial subdivisions with more than 7500 gallons per

day of potable water demand, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a potable water main or wastewater main exists within 1,320 feet of the development as measured and accessed via existing easements or rights-of-way; or

d. For repairs or modifications within areas zoned or used for an industrial or manufacturing purpose or its equivalent, a potable water main or wastewater main exists within 500 feet of an establishment's or residence's property boundary as measured and accessed via existing easements or rights-of-way.

2. Connections to the Utility system.

a. New construction: All new construction of any type must connect to the water and/or wastewater services of the City if the property on which such new construction takes place is adjacent to a public right-of-way or easement in which a water main or sanitary sewer is located.

b. Required connections: If a water main is adjacent or available to a property, and a residential building, commercial or industrial building, or other structure located on that property is connected to a private well system, then that residential building, commercial or industrial building, or other structure will be required to be connected to the City's water system when the private well system fails, becomes contaminated or experiences a dry well condition or a permit is requested from the St. Lucie County Health Department or other appropriate authority for a replacement well. If a sanitary sewer is adjacent or available to a property, and a residential building, commercial or industrial building, or other structure located on that property is connected to a septic tank system, then that residential building, commercial or industrial building, or other structure will be required to be connected to the City's wastewater system when the septic tank fails or a permit is requested from the

St. Lucie County Health Department or other appropriate authority for a septic tank or drainfield replacement. Notwithstanding any provision of this chapter to the contrary, the existence of a health or safety hazard, which may be eliminated by connection to City's water and/or wastewater systems is hereby declared to be a public nuisance. The owner of any building or structure impacted thereby shall be required to immediately abate the said public nuisance and to connect to the City's water and/or wastewater system.

c. Irrigation Wells: Any property which is currently utilizing a well for irrigation purposes shall be able to continue to utilize such well notwithstanding existing or future connection to the City's water system. No cross connection between potable and nonpotable systems will be allowed.

d. Must maintain connections to City's system: Once a property has connected to the City's water and/or wastewater system, the property shall not be permitted to disconnect from the City's systems to return to a well for potable water or a septic system for wastewater disposal. However, as noted in Section 63.25 (a) (2) (c) ~~(4)~~, a well may be used for irrigation purposes.

(b) Policies applicable to special assessment districts.

(1) Connection of single-family residential structures to the City's main service facilities. In the event a single-family residential structure located within a special assessment district or utility service area is required to connect to the City's water and/or wastewater systems as required in subsection (a) (2) (b) ~~(3) or (5)~~ of this section, the owner of such structure shall have the opportunity to elect to repay the cost thereof by use of a capital charge agreement (CCA).

A capital charge agreement (CCA) is defined as an agreement between the City of Port St. Lucie and the property owner(s) of record. The agreement allows repayment to the City of Port St.

Lucie, for the cost of connecting water and/or wastewater (sewer) to the City's main service facility, over a period of ten years (120 months), in monthly installments, without the accrual of interest on the principal amount. The CCA will be recorded in the Public Records of St. Lucie County and become a lien upon the subject property until satisfied in full. The CCA is available for connecting service to a subject property one time only and is not available for new construction.

Payments will be assessed to the service customer monthly, until the principal amount is paid in full. Failure to pay when due may result in the acceleration of the total amount due, interruption of service, and such other remedies as may apply. If the service customer is not the property owner of record, such payments shall be negotiated between those parties; the City will not participate in such negotiations.

(2) Transfer of interest in real property. After January 1, 2001, any transfer of interest in a property upon which a CCA has been recorded in the public records as a lien, will be affected in the following manner:

a. Sale of home. City will allow the continuation of the existing CCA under its original agreed upon terms and conditions, subject to the following requirements:

1. Completion of an application and payment of an administration fee in the amount of $200.00;

2. All utility accounts charged to the subject property must be current;

3. Review and approval by the City's Legal Department of an assumption agreement which must be properly executed by all transferees in interest;

4. If applicable, review and approval by the City's Legal Department of subordination documents;

5. The City shall never subordinate to an inferior position greater than second; and

6. All approved agreements made with the City, hereunder, must be recorded simultaneously with all other closing documents. An additional administrative fee of $75.00 will be charged for any subordination or assumption agreement submitted for review after having been denied by the legal department for just cause.

b. Refinance. On the condition that all utility accounts are current, the City will allow the continuation of the CCA under its original agreed upon terms and conditions. The City will subordinate its interest in the property, after review of subordination documents by the City's Legal Department and payment of an administrative fee to be established by the City Manager, or designee. The City shall never be subordinate to an inferior position greater than second. Such document shall be recorded simultaneously with all other closing documents.

c. Divorce. On the condition that all utility accounts are current, the City will allow the continuation of the CCA, under its original agreed upon terms and conditions, to the spouse who retains ownership of the residence. That spouse may be required to execute an assumption agreement which shall be reviewed by the City's Legal Department. Payment of an administrative fee to be established by the City Manager, or designee. A CCA shall never be subordinate to an inferior position greater than second, otherwise the balance due must be paid in full.

d. Transfer by probate.

1. To surviving spouse. On the condition that all utility accounts are current, the City will allow the continuation of the CCA to

the surviving spouse, under its original agreed upon terms and conditions. The surviving spouse may be required to execute an assumption agreement which shall be reviewed by the City's Legal Department. Payment of an administrative fee to be established by the City Manager, or designee. A CCA shall never be subordinate to an inferior position greater than second, otherwise the balance due must be paid in full.

2. To other than surviving spouse. The unpaid balance of the CCA ~~will~~ may be due and payable to the City of Port St. Lucie at the time of transfer.

e. Foreclosure transfer. (Any transfer of interest in property after a certificate of title has passed to a financial institution or guarantor and the utility connection fee has not been completely satisfied.) The purchaser of such a property may either (1) make payment in full to the City for the balance of all outstanding utility delinquencies, including the unpaid CCA; or (2) utilize Section 63.25(b)(2) herein, as if the property owner was connecting for the first time.

f. Bankruptcy. Upon notice of the filing of a Chapter 7 Bankruptcy, the City will immediately cease any affirmative collection of delinquent payments on the CCA, in advance of the date of filing. As a condition of continued service, an additional deposit shall be required and a restatement of debt in the amount of the balance due shall be recorded in the public records.

g. Government guaranteed financing. (VA/FHA) If utility connection is a condition of the lender, the purchaser may utilize Section 63.25 (b)(2) herein, and a CCA shall be processed as an element of the closing.

(3) Delinquencies. In the event of a delinquency on any utility usage or base account having a CCA, the following shall take place:

a. Delinquent payments on CCA. The City will allow continuation of a CCA, on the condition that all payments are brought current before an interruption of service. In the event of an interruption of service, the unpaid balance of the CCA will be due and payable, in full, before service is restored.

b. Unpaid usage or monthly base facility charges. In the event of an interruption of service or a 90-day arrearage in the monthly base facility charge for water or wastewater service, the unpaid balance of a CCA and all delinquent usage and base charges are due and payable, in full, before service is restored.

(4) Hardship transfer subject to 63.25(b)(3)a. Upon demonstration of a financial hardship by the owner of a property upon which a CCA is recorded and on condition that all utility service accounts are current, the City Manager, or designee, may approve a modification of the terms of the existing agreement (CCA) or conditions precedent to the assumption or subordination of a CCA under this section. After review of the request, the City Manager, or designee may, within 14 days of the request, consent to such other condition(s) as may be appropriate. A CCA shall never be subordinated to an inferior position greater than second. An appeal of a denial of a hardship request may be heard by the City Council not later than 30 days, thereafter.

(5) Connection of multi-family residential, commercial, industrial buildings, or buildings owned by non-profit organizations to the City's main service facilities.

(a) Multi-family residential, commercial, or industrial buildings: In the event an existing non single-family residential, commercial or industrial building/structure is required to connect to the City's water and/or wastewater systems as required in subsection (2) (b) ~~(a) (1) or (3)~~ of this section, or one is proposed to be constructed, the owner of such building or structure shall have the opportunity to elect to pay the cost of related capital charges over a period of one

year, in twelve monthly installments, without the accrual of interest on the principal amount until all charges have been paid in full. A property owner's election to make such installment payments shall be memorialized by the execution of a utility service agreement addressing related terms and conditions. The City will record such agreements in the Public Records of St. Lucie County.

(b) Nonprofit organizations: In the event a nonprofit organization that has been qualified as a charitable organization for Federal Income Tax purposes owns a building/structure that is required to connect to the City's water and/or wastewater systems, or proposes to construct one, the organization as owner of such building or structure shall have the opportunity to elect to pay the cost of related capital charges over a period of up to ten years, in as many as 120 monthly installments, without the accrual of interest on the principal amount until all charges have been paid in full. A property owner's election to make such payments shall be memorialized by execution of a utility service agreement addressing said terms and conditions. The City will record such agreements in the Public Records of St. Lucie County.

(i) Payments: Upon an affected multi-family, commercial, industrial, or nonprofit property's connection to the City's water and/or wastewater systems, installment payments addressed in the related utility service agreement will be assessed to the service ~~customers~~ Customer's monthly usage bill, until the principal amount is paid in full. Failure to pay when due may result in the acceleration of the total amount due, interruption of service, and such other remedies as may apply.

(ii) Delinquencies. In the event of a delinquency or unpaid utility usage or monthly base facility charges on an account having entered into an agreement governing capital charge installment

payments to the extent that service is interrupted, the following shall take place:

(a) Delinquent payments. The city will allow continuation of installment payments on the condition that all past due installment payments are brought current before service is restored.

(iii) Hardship. Upon demonstration of a financial hardship by the owner of a property upon which a utility service agreement governing the payment of capital charges via installment payments is recorded and on condition that all utility service accounts are current, the Utility Systems Director, or his/her designee, may approve a modification of the terms of the existing agreement.

Section 2. This ordinance shall become effective upon adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Azlina Goldstein-Siegel, Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10G
Meeting Date: 3/28/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB
Patricia Roebling, PE, Assistant City Manager – City Engineer

FROM: Jesus Merejo, Utility Systems Director

Agenda Item: Ordinance: Amending City Code of Ordinances Section 63.25 – Miscellaneous Policies 16-04

Submittal Date: 3/18/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: Incorporating "best practices" into the services and service delivery in Port St. Lucie.

BACKGROUND: Section 63.25 of the City's Code of Ordinances governs miscellaneous policies related to water/sewer availability, when connections are required, residential 10-year interest free payment of connection charges via a Capital Charge Agreement (CCA), 10-year interest free payment of capital charges, and the 1-year interest free payment of capital charges for multi-family residential, commercial, or industrial facilities.

ANALYSIS: The attached ordinance was drafted to correct numbering and paragraph labeling throughout the section. It also clarifies the fact that a CCA and other interest free financing mechanisms are not available to new construction. They are only available when an existing structure served by a private well converts to City water service or existing structure served by a private septic converts to City sewer service. A minor change is included to clarify the transfer of a CCA by probate to a designee other than a surviving spouse.

FINANCIAL INFORMATION: This amendment does not cause an increase to fees or charges.

LEGAL INFORMATION: This ordinance was reviewed and approved as to sufficiency and form by Assistant City Attorney, Stefanie Beskovoyne.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance 16-04.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-04

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, P.E. Assistant City Manager – Admin Services

FROM: Patricia J. Selmer, Director, Community Services

Agenda Item: Discussion and Public Hearing: State Housing Initiatives Partnership (SHIP) Local Housing Plan 2016-2017, 2017-2018, 2018-2019.

Submittal Date: 4/1/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Mission, which is to provide exceptional municipal services that are responsive to the community.

BACKGROUND: The Florida Housing Finance Corporation (FHFC) requires that local governments develop a housing assistance plan detailing how the City intends to utilize State Housing Initiatives Partnership (SHIP) funds for a period of up to three years. Our current plan for fiscal years 2013-2014, 2014-2015 and 2015-2016 is effective until June 30, 2016. A new Plan must be approved by City Council and submitted to FHFC on or before May 2, 2016 along with an adopting resolution.

We have prepared a draft plan and resolution for review and discussion at the public hearing. This plan utilizes a new template required by FHFC, therefore a completely new document (without strikeouts and underlining for comparison) is being provided. A copy of the current plan is available upon request for those who are interested in reviewing that document as well. The final plan and resolution will be submitted for approval at the regular Council Meeting on April 25, 2016.

ANALYSIS: The City made significant changes to its housing assistance plan in 2013 based on the reality of reduced funding for projects and administration and concentrated more on activities that could be accomplished with limited funding. We have begun to receive more funding for the past two years and expect even more this year. Therefore, we have taken this opportunity to analyze our historical data and compare our programs with those of others to see if we can improve on

any of the strategies. We analyzed types of strategies utilized by others and performed a detailed study of the terms that were offered by the various municipalities for the two top strategies, home purchase and repair/rehab. The draft SHIP Housing Assistance Plan 2015 - 2019 is highlighted where recommendations for major changes are being made. A table showing "Changes to Consider for SHIP Plan" discusses these proposed revisions with more detail and indicates the reasoning for the changes. Studies of home purchase and repair/rehab terms are also attached for your review. The resolution provides for approval of the housing plan, which allows for an administrative fee of 10 percent of the housing distribution and 5 percent of program income and authorizes the City Manager to sign all necessary documents and/or certifications. We have also incorporated information from the Affordable Housing Advisory Committee's Report into the proposed plan.

FINANCIAL INFORMATION: The City expects to receive $1,107,300 for fiscal year 2016-2017.

LEGAL INFORMATION: Resolution approved by Attorney Stefanie Beskovoyne on 3/22/2015 as to form.

STAFF RECOMMENDATION: The draft plan and resolution are being submitted for review and discussion at a public hearing prior to request for approval.

SPECIAL CONSIDERATION: Required to be submitted to Florida Housing Finance Corporation on or before May 2, 2016.

PRESENTATION INFORMATION: Brief Power Point Presentation will be made by Director of Community Services.

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: SHIP assistance is available in all areas of the city.

ATTACHMENTS: Draft Resolution, Draft SHIP Housing Assistance Plan 2016 – 2019, Major Changes to Consider for SHIP Plan, SHIP Repair/Rehab Program Summary for Cities and SHIP Home Purchase Program Summary for Cities, Power Point Presentation

Resolution 16-_____ DRAFT

A RESOLUTION APPROVING CITY OF PORT ST. LUCIE'S LOCAL HOUSING ASSISTANCE PLAN; DETERMINING THE PERCENTAGE OF LOCAL HOUSING DISTRIBUTION AND PROGRAM INCOME NECESSARY TO PAY COSTS OF ADMINISTRATION; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS AND CERTIFICATIONS REQUIRED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR 2016-2017, 2017-2018, and 2018-2019 TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, sections 420.907-420.9079, Florida Statutes (2015), and Rule 67-37.005, Florida Administrative Code, requires local governments to develop a Local Housing Assistance Plan, effective for up to three years, which outlines how funds will be used to implement housing strategies, incentives, and activities to be undertaken pursuant to the Local Housing Assistance Plan; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each local housing strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; and

WHEREAS, the Community Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, pursuant to section 420.9075, Florida Statutes, the City Council finds that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan: and

Resolution 16-_____

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Port St. Lucie to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE FLORIDA:

Section 1: The City Council of the City of Port St. Lucie hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation for fiscal years 2016-2017 - 2018-2019.

Section 2: The City Council of the City of Port St. Lucie hereby determines that an amount of 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund is sufficient to adequately pay the necessary costs of administering the Local Housing Assistance Plan.

Section 3: The City Manager is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this _____day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
GREGORY J. ORAVEC, MAYOR

ATTEST:

_____

KAREN PHILLIPS, CITY CLERK

APPROVED AS TO FORM:

_____

AZLINA GOLDSTEIN-SIEGEL, INTERIM CITY ATTORNEY

City of Port St Lucie

DRAFT

"A City for All Ages"

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2016-2017, 2017-2018 and 2018-2019

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) for each fiscal year covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested Adopting Resolution F. Ordinance: (N/A. No change from the original creating ordinance) **G.** Interlocal Agreement (None Required)	

TIARA

I. Program Details:

A. Name of the participating local government:

City of Port St Lucie

Is there an Interlocal Agreement: Yes _____ No. x

If "Yes", name local government(s) in the Interlocal Agreement:

N/A

B. Purpose of the program:

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2016-2017, 2017-2018 and 2018-2019

D. Governance:

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership:

The SHIP Program encourages building active partnerships between governments, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

The City of Port St. Lucie has partnered with the Martin/St. Lucie Lending Consortium since the inception of the SHIP program. Any financial institution or mortgage company that agrees to send representatives to semi-monthly meetings, provide a special lending package and support homebuyer education classes may join the consortium and offer first mortgage loans to SHIP applicants. The Consortium lenders have agreed to limit lender fees and provide fixed rate mortgages for SHIP applicants. When bond or portfolio loans are necessary or beneficial for applicants but are not available from consortium members, Community Services staff may give temporary approval for a lender outside of the consortium to fund the loan; it must be in the best interest of the applicant and the SHIP program to do so. Training events and special meetings are also scheduled to bring together lenders, title companies, realtors and homebuilders.

F. Leveraging:

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public

and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input:
Public input was solicited through face to face meetings with housing providers, social service providers, local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:
SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required. The City also utilizes its website (www.cityofpsl.com) and its public access television to provide housing program information and updates.

I. Waiting List/Priorities:
A waiting list will be established when there are eligible applicants for strategies that no longer have funding available or if it is necessary to suspend selection due to high volume of applications. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time names were placed on the list as well as any established funding priorities as described in this plan. When necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the waiting list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recovery applicants may be funded prior to applicants on a waiting list for other strategies. Priorities for funding listed below may apply if listed under Recipient Selection Criteria in the respective strategy:

1) Emergency Repairs (as approved by Director)
2) Accessibility/Retrofit Improvements

J. Discrimination:
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:
Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation. Additional information regarding these services can also be found on the City of Port St. Lucie website at www.cityofpsl.com or contact the Community Services Office.

L. Purchase Price Limits:
The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located.

Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above. The methodology used is:

__x__ U.S. Treasury Department
_____ Local HFA Numbers

M. Income Limits, Rent Limits and Affordability:
The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program:
Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:
In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget:
A line-item budget of proposed Administrative Expenditures is attached as Exhibit A.
The City of Port St Lucie ensures that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5-percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs."

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration:
Administration of the local housing assistance plan will be wholly performed and maintained by the City of Port St. Lucie or

A third party entity or consultant will be contracted for all or part of the administration of the Program. The name of the entity is: N/A
The administrative duties they will provide are: N/A

R. Project Delivery Costs:
Project delivery costs include recording of the mortgage, inspection fees, and liaison between inspector, homeowner and contractor. These costs will be included in the costs to the homeowner but furnished as a grant.

S. Essential Service Personnel Definition:
The City of Port St. Lucie defines "Essential Service Personnel" as "Those employed persons whose household income does not exceed program income limits. This includes but is not limited to teachers and educators; other school district employees, community college employees, and university employees; police and fire personnel; health care personnel; skilled building trades personnel; government personnel; and other job categories as required by Section 420.9075(3) (a), F.S.)"

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:
The City of Port St. Lucie requires energy star appliances when SHIP rehab work involves replacement of appliances. We also work with Florida Power and Light in their energy rebate program, which involves weather stripping of windows and upgrading of A/C units (where the unit has to be replaced). All homes are required to have storm shutters or impact resistant windows if we are replacing windows. Other energy efficient upgrades may be recommended in connection with needed repairs. When replacing garage doors we upgrade to insulated doors; windows and sliders are replaced with low-e and air conditioners are 16 seer. Households may be eligible for energy efficient replacement of items not in need of repair if there is sufficient funding. These items may include the following: Insulation to R-30, caulking around windows and doors, and weather-stripping of all exterior doors.

Section II. LHAP Strategies:

A.

Home Purchase Assistance	*1*

a. Summary of Strategy:

Funding assistance to eligible home buyers to purchase newly constructed homes or existing homes in the City of Port St. Lucie. This strategy may also be utilized with homes purchased and repaired or reconstructed by the City of Port St. Lucie under its Neighborhood Stabilization Program. In order to meet the 75% construction/rehab set-aside for the SHIP program, the City may require homebuyers to include documented, eligible repair/rehabilitation or energy efficiency improvements with the home purchase transaction or provide documentation that repairs or improvements were completed by the seller within 12 months prior to closing. SHIP monies may be used for all or any portion of the following: down-payment, closing costs, prepaids, and/or eligible repair. When maximum funding amounts are not sufficient to include all of the necessary repair/rehabilitation along with down-payment and closing costs assistance, funding for repairs may be available through either the Limited or Comprehensive Owner Occupied Rehabilitation program after closing. Households receiving assistance under this strategy may not reapply after the first home is sold, even if the City's mortgage is paid off or completely satisfied.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very low, Low and Moderate

d. Maximum award: $22,000

Maximum funding amount includes a grant of up to $2,000 for project delivery costs.

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Mortgage Loan
2. Interest Rate: 0%
3. Term: 15 years
4. Forgiveness/Repayment:

Loan will be forgiven at the end of 15 years.

Insufficient Profit from Sale. If it is determined that there will not be sufficient profit from a bona-fide good-faith sale of the property to repay the Deferred Payment Loan, the owner/mortgagor may request a review and recommendation

from Community Services and approval of forgiveness of all or a portion of the remaining balance of the Mortgage by the Port St. Lucie City Council. In most cases a minimum amount (good faith payoff) will be required.

5. Default/Recapture:

   Loan repayments or payoffs received according to the terms of the loan are program income. The remaining loan balance is due in the event of default, which includes sale or transfer of property or loss of homestead exemption or owner occupied status. Any amounts received from repayment of funding will be paid to the SHIP Housing Trust Fund for use in assisting another eligible household.

f. Recipient Selection Criteria:

Applications may be accepted all year if funding is available, or a funding cycle may be established after a notice of funding has been advertised. Recipients will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recovery applicants may be funded prior to applicants on a waiting list for other strategies.

g. Sponsor/Developer Selection Criteria:

No sponsors will be solicited for this strategy

h. Additional Information:

Applicant Qualification: Applicants must comply with the following requirements:

Home Ownership: Cannot own a home at the time of application.

Cash Contribution: Home buyers must provide at least $500 of their own funds toward the total cost of the home purchase transaction.

Cash on hand/Gifts: In general, verifiable cash and other assets (combined with gifts from family members, if applicable) should not exceed $15,000. (Tax deferred accounts, such as 401(k), IRA, etc. will not be listed as assets for determination of cash-on-hand but will be considered assets for determining income.) Applicants with additional assets may be asked to use amounts exceeding the maximum allowed before home purchase assistance will be disbursed. Extenuating circumstances may be considered (i.e. funds reserved for medically necessary item.)

Prequalification by Lender: Applicants must be able to qualify for a mortgage loan from a member of the Lending Consortium or an approved local lender offering bond or special financing. A prequalification letter will be required before the application will be processed or selected for funding. Only those households meeting the local lending criteria will be processed. Households with credit problems will be referred to a

consumer credit counseling service for assistance,

Housing Debt (Affordability): Ratios for housing- expense-to-income (front-end ratio) and debt-to-income (back-end ratio) should not be less than 29% or more than 45% of a household's income. Mitigating circumstances may be considered (i.e. history of paying more for housing, etc.)

Homebuyer Education: At least one of the applicants must attend and complete all sessions of the homebuyer education workshops provided by Clearpoint Credit and Counseling Solutions before closing (a total of 6 hours.) Other workshops may be approved if they are similar in number of hours and content.

Condition of Home: Homes to be purchased with funding from the housing program must be inspected by a city-approved home inspection service to determine the condition of the home and to list repairs that may be eligible for completion with SHIP assistance, if any. Funding may be denied if the anticipated funds needed to repair/rehabilitate a home to be purchased exceed the amount available from the program, unless another source of funds is available to bring the home up to an acceptable condition.

Subordination: In cases where SHIP clients wish to refinance their first mortgage, the City's current policy allows for a subordination of its Mortgage if the household will benefit with an interest rate and/or housing payment reduction that is sufficient to offset the costs of refinancing. The City will not subordinate for debt consolidation, and the household may not receive any cash payments in the transaction, but, if approved by SHIP program staff, funds may be paid directly to a contractor for home improvements. In general, the City will require that its original mortgage position be maintained and that tax and insurance payments be escrowed. This policy is subject to change based on foreclosure statistics and additional information from Florida Housing Finance Corporation and/or Florida Housing Coalition. Policy changes will be posted in the Port St. Lucie Housing Assistance Program Policies and Procedures.

Assumption of Mortgage: SHIP Mortgages are assumable if one of the following applies: (a) if upon the death of the last surviving Mortgagor, a person becomes the owner of the Property by virtue of (1) a remainder interest in the property created prior to the death of the last Mortgagor, or (2) a probate or other such proceeding, and that person is eligible to assume the remaining principal balance due under the Note and this Mortgage; or (b) if the property remains eligible under SHIP program guidelines and is sold to a very-low, low or moderate-income household that is eligible to assume the remaining principal balance due under the note and the mortgage. Persons qualified to assume to mortgage must occupy the property as a primary residence and qualify under current SHIP (or similar Affordable Housing) Program guidelines. Mortgage terms will remain unchanged.

B.

Comprehensive Owner Occupied Rehabilitation	

a. Summary of Strategy:

Funding for eligible owner/occupants in Port St. Lucie to assist with comprehensive rehabilitation of housing to eliminate code violations, correct safety and sanitary issues, and/or provide hazard mitigation or accessibility/retrofit improvements. Emergency rehabilitation may be included. All appliances purchased in connection with the repair/rehabilitation program will be Energy Star rated. Other energy efficient upgrades may be recommended in connection with needed repairs/rehabilitation. Households may be eligible for energy efficient replacement of items not in need of repair if there is sufficient funding.

Clients may qualify for accessibility/retrofit improvements under this strategy if there is sufficient funding for them to repair their homes and provide for accessibility/retrofit improvements. If there is insufficient funding for those clients, or if the household does not require or qualify for repair funding, the Accessibility/Retrofit Strategy may assist those clients.

Maximum assistance for Comprehensive Owner Occupied Rehabilitation is $50,000; it is available one time only per household. Recipients of prior repair/rehabilitation or emergency rehabilitation do not qualify for additional assistance under this strategy. Clients must have owned the home for at least one year prior to application before assistance will be provided, unless the home is being purchased with SHIP funding under the Home Purchase Assistance strategy.

This assistance is not designed to be combined with the Limited Owner Occupied Rehabilitation Strategy to produce a higher funding amount. The strategies should be utilized separately, depending on the scope of the work required. At least one year shall have passed before a second strategy can be utilized unless the Community Services Director approves of funding for a bonafide emergency.

Manufactured homes are not eligible for rehabilitation under this strategy.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low and Low

d. Maximum award: $53,000

Maximum funding amount includes a grant of up to $3,000 for project delivery costs.

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Mortgage Loan
2. Interest Rate: 0%
3. Term: 15 years
4. Forgiveness/Repayment:

   Loan will be forgiven on a prorated basis annually so that the outstanding balance is satisfied after 15 years.

   Insufficient Profit from Sale. If it is determined that there will not be sufficient profit from a bona-fide good-faith sale of the property to repay the Deferred Payment Loan, the owner/mortgagor may request a review and recommendation from Community Services and approval of forgiveness of all or a portion of the remaining balance of the mortgage by the Port St. Lucie City Council. In most cases a minimum amount (good faith payoff) will be required.

5. Default/Recapture:

   Loan repayments or payoffs received according to the terms of the loan are program income. The remaining loan balance is due in the event of default, which includes sale or transfer of property or loss of homestead exemption or owner occupied status. Any amounts received from repayment of funding will be paid to the SHIP Housing Trust Fund for use in assisting another eligible household.

f. Recipient Selection Criteria:

g. Applications may be accepted all year if funding is available, or a funding cycle may be established after a notice of funding has been advertised. Recipients will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recovery applicants may be funded prior to applicants on a waiting list for other strategies. Priority will be given to:
   i. Emergency Repairs
   ii. Accessibility/Retrofit Improvements

h. Sponsor/Developer Selection Criteria:

   No sponsors will be solicited for this strategy

i. Additional Information:

   Applicant and Property Qualification: Applicants and property must comply with the following requirements:

Cash on hand: In general, verifiable cash and other assets should not exceed $15,000. (Tax deferred accounts, such as 401(k), IRA, etc. will not be listed as assets for determination of cash-on-hand but will be considered assets for determining income.) Applicants with additional assets may be asked to use amounts exceeding the maximum allowed before assistance will be disbursed. Extenuating circumstances may be considered (i.e. funds reserved for medically necessary item.) Amounts paid by insurance companies and/or FEMA for all or a portion of the SHIP eligible repairs must be utilized first before SHIP funds will be disbursed.

Credit Worthiness: If the applicant's mortgage loan(s) or property taxes are delinquent, if a foreclosure or bankruptcy action or a Lis Pendens affecting the home has been filed, or if the applicant's current income and assets indicate that the applicant cannot sustain the housing payments and/or taxes and insurance, Community Services staff will defer funding and/or decline to add client's name to the waiting list until the delinquency has been cured, action has been cleared, and/or a change in the financial situation indicates that sustainability has been reestablished.

Medical Necessity: The City may request a doctor's verification of need for any accessibility/retrofit improvements requested.

Condition of Home/Inspection: Homes to be repaired/rehabilitated with funding from the housing program must, in most cases, be inspected by a city-approved home inspection service to determine the condition of the home and to list repairs that are eligible for completion with SHIP assistance. City staff will, in coordination with the inspection service, choose which repairs must be accomplished and may establish the order in which the repairs must be completed. Funding may be denied if the anticipated funds needed to repair an existing home exceed the amount available from the program unless another source of funds is available to bring the home up to an acceptable condition. Clients who apply only for water-sewer connection, accessibility/retrofit or minor repairs may waive the inspection process.

Subordination: In cases where SHIP clients wish to refinance their first mortgage, the City's current policy allows for a subordination of its mortgage if the household will benefit with an interest rate and/or housing payment reduction that is sufficient to offset the costs of refinancing. The City will not subordinate for debt consolidation, and the household may not receive any cash payments in the transaction, but, if approved by SHIP program staff, funds may be paid directly to a contractor for home improvements. In general, the City will require that its original mortgage position be maintained and that tax and insurance payments be escrowed. This policy is subject to change based on foreclosure statistics and additional information from Florida Housing Finance Corporation and/or Florida Housing Coalition. Policy changes will be posted in the Port St. Lucie Housing Assistance Program Policies and Procedures.

Assumption of Mortgage: SHIP Mortgages are assumable if one of the following applies: (a) if upon the death of the last surviving Mortgagor, a person becomes the owner of the Property by virtue of (1) a remainder interest in the property created

prior to the death of the last Mortgagor, or (2) a probate or other such proceeding, and that person is eligible to assume the remaining principal balance due under the Note and this Mortgage; or (b) if the property remains eligible under SHIP program guidelines and is sold to a very-low, low or moderate-income household that is eligible to assume the remaining principal balance due under the Note and the Mortgage. Persons qualified to assume to Mortgage must occupy the Property as a primary residence and qualify under current SHIP (or similar Affordable Housing) Program guidelines. Mortgage terms will remain unchanged.

C.

Limited Owner Occupied Rehabilitation	

a. Summary of Strategy:

Additional funding for eligible owner/occupants in Port St. Lucie to assist in addressing the following repairs/rehabilitation:

- Repairs/rehabilitation that was not called for at the time that comprehensive rehabilitation was completed on the home; or
- Repairs/rehabilitation or improvements (emergency or otherwise) that are limited in scope and do not require comprehensive rehabilitation;

Maximum assistance for Limited Owner Occupied Rehabilitation is $15,000; it is available one time only per household. Recipients of prior repair/rehabilitation or emergency rehabilitation may qualify for additional assistance under this strategy.

The funding is not designed to be combined with the Comprehensive Owner Occupied Rehabilitation Strategy to produce a higher funding amount. The strategies should be utilized separately, depending on the scope of the work required. At least one year shall have passed before a second strategy can be utilized, unless the Community Services Director approves of funding for a bona fide emergency.

Manufactured homes are not eligible for rehabilitation under this strategy.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low and Low

d. Maximum award: $17,000

Maximum funding amount includes a grant of up to $2,000 for project delivery costs.

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Mortgage Loan
2. Interest Rate: 0%

3. Term: 5 years

4. Forgiveness/Repayment:

   Loan will be forgiven on a prorated basis annually so that the outstanding balance is satisfied after 5 years.

   Insufficient Profit from Sale. If it is determined that there will not be sufficient profit from a bona-fide good-faith sale of the property to repay the Deferred Payment Loan, the owner/mortgagor may request a review and recommendation from Community Services and approval of forgiveness of all or a portion of the remaining balance of the mortgage by the Port St. Lucie City Council. In most cases a minimum amount (good faith payoff) will be required.

5. Default/Recapture:

   Loan repayments or payoffs received according to the terms of the loan are program income. The remaining loan balance is due in the event of default, which includes sale or transfer of property or loss of homestead exemption or owner occupied status. Any amounts received from repayment of funding will be paid to the SHIP Housing Trust Fund for use in assisting another eligible household.

f. Recipient Selection Criteria:

Applications may be accepted all year if funding is available, or a funding cycle may be established after a notice of funding has been advertised. Recipients will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recovery applicants may be funded prior to applicants on a waiting list for other strategies. Priority will be given to:

i. Emergency Repairs

g. Sponsor/Developer Selection Criteria:

No sponsors will be solicited for this strategy

h. Additional Information:

Applicant Qualification: Applicants must comply with the following requirements:

Cash on hand: In general, verifiable cash and other assets should not exceed $15,000. (Tax deferred accounts, such as 401(k), IRA, etc. will not be listed as assets for determination of cash-on-hand but will be considered assets for determining income.) Applicants with additional assets may be asked to use amounts exceeding the maximum allowed before assistance will be disbursed. Extenuating

circumstances may be considered (i.e. funds reserved for medically necessary item.) Amounts paid by insurance companies and/or FEMA for all or a portion of the SHIP eligible repairs must be utilized first before SHIP funds will be disbursed.

Credit Worthiness: If the applicant's mortgage loan(s) or property taxes are delinquent, if a foreclosure or bankruptcy action or a Lis Pendens affecting the home has been filed, or if the applicant's current income and assets indicate that the applicant cannot sustain the housing payments and/or taxes and insurance, Community Services staff will defer funding and/or decline to add client's name to the waiting list until the delinquency has been cured, action has been cleared, and/or a change in the financial situation indicates that sustainability has been reestablished.

Medical Necessity: The City may request a doctor's verification of need for any accessibility/retrofit improvements requested.

Inspection: The City may not require inspections for limited rehab but will discuss the Comprehensive Owner Occupied Rehabilitation program and perform inspections as needed and/or upon request. Temporary relocation fees are not covered under this strategy.

Subordination: In cases where SHIP clients wish to refinance their first mortgage, the City's current policy allows for a subordination of its Mortgage if the household will benefit with an interest rate and/or housing payment reduction that is sufficient to offset the costs of refinancing. The City will not subordinate for debt consolidation, and the household may not receive any cash payments in the transaction, but, if approved by SHIP program staff, funds may be paid directly to a contractor for home improvements. In general, the City will require that its original Mortgage position be maintained and that tax and insurance payments be escrowed. This policy is subject to change based on foreclosure statistics and additional information from Florida Housing Finance Corporation and/or Florida Housing Coalition. Policy changes will be posted in the Port St. Lucie Housing Assistance Program Policies and Procedures.

Assumption of Mortgage: SHIP Mortgages are assumable if one of the following applies: (a) if upon the death of the last surviving Mortgagor, a person becomes the owner of the Property by virtue of (1) a remainder interest in the property created prior to the death of the last Mortgagor, or (2) a probate or other such proceeding, and that person is eligible to assume the remaining principal balance due under the Note and this Mortgage; or (b) if the property remains eligible under SHIP program guidelines and is sold to a very-low, low or moderate-income household that is eligible to assume the remaining principal balance due under this Note and the Mortgage. Persons qualified to assume to Mortgage must occupy the Property as a primary residence and qualify under current SHIP (or similar Affordable Housing) Program guidelines. Mortgage terms will remain unchanged.

D.

Accessibility/Retrofit	

a. Summary of Strategy:

Supplements the Comprehensive Owner Occupied Rehabilitation program for accessibility/retrofit items only. The program provides for modifications to the home to provide household members with special needs increased access and/or use of their homes. These modifications may include either structural adaptations or addition of apparatus that is permanently affixed to the housing unit. Clients may qualify for Accessibility/Retrofit improvements under the Comprehensive Owner Occupied Rehabilitation program if there is sufficient funding. If there is insufficient funding for those clients, or if the household does not require or qualify for repair/rehabilitation funding, the strategy may assist those clients. The strategy also includes funding for moderate income households that are not covered under the Comprehensive or Limited Owner Occupied Rehabilitation programs.

Maximum assistance for accessibility/retrofit improvements under this strategy is $15,000 per household. Clients may apply for additional assistance one time after the original loan (for Accessibility/Retrofit or Special Needs/Retrofit) has been satisfied or forgiven if additional improvements are needed.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very low, Low and Moderate

d. Maximum award: $17,000

Maximum funding amount includes a grant of up to $2,000 for project delivery costs.

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Mortgage Loan
2. Interest Rate: 0%
3. Term: 5 yrs.
4. Forgiveness/Repayment:

   Loan will be forgiven on a prorated basis annually so that the outstanding balance is satisfied after 5 years.

   Insufficient Profit from Sale. If it is determined that there will not be sufficient profit from a bona-fide good-faith sale of the property to repay the Deferred Payment Loan, the owner/mortgagor may request a review and recommendation from Community Services and approval of forgiveness of all or a portion of the remaining balance of the Mortgage by the Port St.

Lucie City Council. In most cases a minimum amount (good faith payoff) will be required.

5. Default/Recapture:

   Loan repayments or payoffs received according to the terms of the loan are program income. The remaining loan balance is due in the event of default, which includes sale or transfer of property or loss of homestead exemption or owner occupied status. Any amounts received from repayment of funding will be paid to the SHIP Housing Trust Fund for use in assisting another eligible household.

f. Recipient Selection Criteria:

Applications may be accepted all year if funding is available, or a funding cycle may be established after a notice of funding has been advertised. Recipients will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recovery applicants may be funded prior to applicants on a waiting list for other strategies.

g. Sponsor/Developer Selection Criteria:

No sponsors are anticipated to be solicited for this strategy.

h. Additional Information:

Applicant Qualification: Applicants must comply with the following requirements:

Cash on hand: In general, verifiable cash and other assets should not exceed $15,000. (Tax deferred accounts, such as 401(k), IRA, etc. will not be listed as assets for determination of cash-on-hand but will be considered assets for determining income.) Applicants with additional assets may be asked to use amounts exceeding the maximum allowed before assistance will be disbursed. Extenuating circumstances may be considered (i.e. funds reserved for medically necessary item.)

Credit Worthiness: If the applicant's mortgage loan(s) or property taxes are delinquent, if a foreclosure or bankruptcy action or a Lis Pendens affecting the home has been filed, or if the applicant's current income and assets indicate that the applicant cannot sustain the housing payments and/or taxes, Community Services staff will defer funding and/or decline to add client's name to the waiting list until the delinquency has been cured, the action has been cleared, and/or a change in the financial situation indicates that sustainability has been re-established.

Medical Necessity: The City may request a doctor's verification of need for the modification requested.

Inspection: The City may not require inspections for individual adaptations such as a wheel-chair ramp but will discuss the Repair/Rehabilitation programs and perform inspections as needed and/or upon request. Temporary relocation fees are not covered under this strategy.

Subordination: In cases where SHIP clients wish to refinance their first mortgage, the City's current policy allows for a subordination of its Mortgage if the household will benefit with an interest rate and/or housing payment reduction that is sufficient to offset the costs of refinancing. The City will not subordinate for debt consolidation, and the household may not receive any cash payments in the transaction, but, if approved by SHIP program staff, funds may be paid directly to a contractor for home improvements. In general, the City will require that its original Mortgage position be maintained and that tax and insurance payments be escrowed. This policy is subject to change based on foreclosure statistics and additional information from Florida Housing Finance Corporation and/or Florida Housing Coalition. Policy changes will be posted in the Port St. Lucie Housing Assistance Program Policies and Procedures.

Assumption of Mortgage: SHIP Mortgages are assumable if one of the following applies: (a) if upon the death of the last surviving Mortgagor, a person becomes the owner of the Property by virtue of (1) a remainder interest in the property created prior to the death of the last Mortgagor, or (2) a probate or other such proceeding, and that person is eligible to assume the remaining principal balance due under the Note and this Mortgage; or (b) if the property remains eligible under SHIP program guidelines and is sold to a very-low, low or moderate-income household that is eligible to assume the remaining principal balance due under this Note and the Mortgage. Persons qualified to assume to Mortgage must occupy the Property as a primary residence and qualify under current SHIP (or similar Affordable Housing) Program guidelines. Mortgage terms will remain unchanged.

E.

Water and Sewer Connection	

a. Summary of Strategy:
Designed to make housing payments more affordable by paying the initial cost to connect to water and/or sewer on the primary residence or the outstanding balance remaining from a previous water or sewer connection. Water/Sewer Connection payments will be approved for one property per household.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low and Low

d. Maximum award: $7,600

e. Terms:

1. Loan/deferred loan/grant: Grant

There is no lien placed on the property and no repayment is required

2. Interest Rate: N/A
3. Term: N/A
4. Forgiveness/Repayment: N/A
5. Default/Recapture: N/A

f. Recipient Selection Criteria:

Applications may be accepted all year if funding is available, or a funding cycle may be established after a notice of funding has been advertised. Recipients will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recover applicants may be funded prior to applicants on a waiting list for other strategies. Priority will be given to:

i. Emergency Repairs

g. Sponsor/Developer Selection Criteria:

No sponsors are anticipated to be solicited for this strategy.

h. Additional Information:

Applicant Qualification: Applicants must comply with the following requirements:

Cash on hand: In general, verifiable cash and other assets should not exceed $15,000. (Tax deferred accounts, such as 401(k), IRA, etc. will not be listed as assets for determination of cash-on-hand but will be considered assets for determining income.) Applicants with additional assets may be asked to use amounts exceeding the maximum allowed before assistance will be disbursed. Extenuating circumstances may be considered (i.e. funds reserved for medically necessary item.)

F.

Water/Sewer Assessment	

a. Summary of Strategy:

Designed to help homeowners pay the remaining balance of the assessment for water and/or sewer on their primary residence (shown as Water/Sewer Benefit on the property tax statement.) Water/Sewer Assessment Payments will be approved for one property per household.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low and Low

d. Maximum award: $5,000

e. Terms:

1. Loan/deferred loan/grant: Grant

   There is no lien placed on the property and no repayment is required.

2. Interest Rate: N/A
3. Term: N/A
4. Forgiveness/Repayment: N/A
5. Default/Recapture: N/A

f. Recipient Selection Criteria:

Applications may be accepted all year if funding is available, or a funding cycle may be established after a notice of funding has been advertised. Recipients will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides. Disaster Recovery applicants may be funded prior to applicants on a waiting list for other strategies.

g. Sponsor/Developer Selection Criteria:

No sponsors will be solicited for this strategy

h. Additional Information:

Applicant Qualification: Applicants must comply with the following requirements:

Cash on hand: Combined total assets of all household members cannot exceed $60,000. This does not include the principal residence, necessary personal belongings (such as a car or furniture).

Property: The subject property must be improved with a home. The City will not pay assessments on vacant property.

G.

Disaster Recovery	

a. Summary of Strategy:

Provides assistance to households following a disaster that is declared by the President of the United States or Governor of the State of Florida. This strategy will utilize disaster funds allocated by Florida Housing Finance Corporation and/or any

portion of SHIP funding that has not already been encumbered for other strategies... Disaster Recovery funds may be used for items such as, but not limited to, the following:

i. purchase of emergency supplies for eligible households to weatherproof damaged homes;
ii. interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
iii. payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
iv. security deposit, rental assistance for the duration allowed by Florida Office of the Governor for eligible recipients that have been displaced from their homes due to damage from the disaster event;

Households without sufficient insurance to cover repair/rehab or who need down payment assistance to help with purchase of a new home may apply through the Home Purchase or Comprehensive Owner Occupied Rehabilitation programs for funding.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low, Low and Moderate

d. Maximum award: $27,000

Maximum funding amount includes a grant of up to $2,000 for project delivery costs.

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Mortgage Loan
2. Interest Rate: 0%
3. Term: 5 years
4. Forgiveness/Repayment:

   Loan will be forgiven on a prorated basis annually so that the outstanding balance is satisfied after 5 years.

   Insufficient Profit from Sale. If it is determined that there will not be sufficient profit from a bona-fide good-faith sale of the property to repay the Deferred Payment Loan, the owner/mortgagor may request a review and recommendation from Community Services and approval of forgiveness of all or a portion of the remaining balance of the Mortgage by the Port St. Lucie City Council. In most cases a minimum amount (good faith payoff) will be required.

5. Default/Recapture:

   Loan repayments or payoffs received according to the terms of the loan are program income. The remaining loan balance is due in the event of default,

which includes sale or transfer or property or loss of homestead exemption or owner occupied status. Any amounts received from repayment of funding will be paid to the SHIP Housing Trust Fund for use in assisting another eligible household.

f. Recipient Selection Criteria: A special funding cycle will be established after declaration of disaster if funding is available. Applicants for Disaster Recovery may be given priority above others on a waiting list for other strategies. Recipients on the Disaster Recovery list will be selected on a "first- qualified, first served" basis. This means that all information must be verified and the Certification of Income must be signed by the recipients before the file can move forward and funding can be provided. When a waiting list is necessary, the City may give priority to extremely-low, very-low, low income, and/or special needs applicants on the list in order to maintain compliance with State guidelines relating to low income and/or special needs (defined in 420.004 F.S.) set asides.

g. Sponsor/Developer Selection Criteria:

No sponsors will be solicited for this strategy

j. Additional Information:

Assistance will be leveraged with the applicant's own source of funds (i.e. insurance, FEMA, etc.) and may be leveraged with other federal and/or state emergency programs.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

The City of Port St. Lucie has streamlined permitting processes in place for all projects. Developments of less than 50 dwelling units are required to be reviewed only by the Site Plan Review Committee and the City Council. A major development over 50 dwelling units is required to be reviewed by the Site Plan Review Committee and approved by the Planning and Zoning Board and the City Council. The Building Department has online forms and inspection procedures that make the process much faster and easier to track.

The City supports expedited permitting as stated in the Comprehensive Plan as follows:

Policy 3.1.10 of the states as follows:

The City shall continue to provide expedited permitting procedures for affordable housing

projects developed with state and federal funds.

Based on the 2015 Affordable Housing Advisory Board's recommendations, the City has also revised its applications for permits and services in building, public works, planning & zoning and utilities departments to make it easier to track affordable housing applications. Each application contains a check box that indicates if a project involves affordable housing (assisted with state or federal funds.) If the box is checked, that project should receive expedited processing for all phases of permitting, etc.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

Based on the 2015 Affordable Housing Advisory Board's recommendations, the City plans to amend policy 3.1.10.2 of the Comprehensive Plan to read as follows:

Policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments or Department Heads and presented to stakeholders, such as Treasure Coast Builders Association, the Chamber of Commerce, and concerned citizens before they are adopted.

These changes will be made during the next amendment round and should be complete by the end of the calendar year.

In addition, all departments, as they adopt additional fees or revisions to policies that increase fees, have been instructed to indicate in their reports and/or backup information presented to City Council that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and all concerned stakeholders before they were submitted for approval. They should also include information concerning those meetings and any comments or remarks about how the implementation or increases might affect affordable housing.

C. **Name of the Strategy**: Modification of Impact-fee requirements
Includes the reduction or waiver of fees and alternative methods of fee payment for affordable housing.

a. Provide a description of the procedures used to implement this strategy:

Policy 3.1.10.3 of the Comprehensive Plan, reads as follows:
The City shall reduce, waive or support alternative methods of impact fee payment for affordable housing.

In addition City Council on 11/15/15 approved of changes to all of the impact fee

ordinances as follows:

Amend all city impact fee ordinances, sub section Imposition of Public Buildings Impact Fees with the following amendment.

The replacement of a demolished or partially demolished building or structure with a new building or structure which will not generate additional need for public buildings facilities over and above those generated by the original building or structure, provided that there is no change of use of the land and that the new building or structure is permitted ~~and under construction within five (5) years of the date of demolition and that such construction continues to completion without abandonment, expiration, or loss of permits~~.

Based on the 2015 Affordable Housing Advisory Board's recommendations, the City plans to amend impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability: and requirements for the quadrennial report will be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:

- Tiered impact fees based on square footage for residential impact fees;
- Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.

No additional action is necessary.

D. **Name of the Strategy:** Allowance of flexibility in densities for affordable housing. Allows for changes in land use to allow for increased densities.

a. Provide a description of the procedures used to implement this strategy:

In 2008 the Affordable Housing Advisory Committee recommended that the Council amend the Comprehensive Plan to add RM 8 and RM11 as compatible zoning districts to the RM (Medium Density Residential) land use category. The Council changed the recommendation from RM-8 and RM-11 to PUD. The RM (Medium Density Residential) presently allows a residential Planned Unit Development (PUD) between 5 to 11 units per acre. The existing policy is as follows:

Densities are established by the property's future land use designation.

The 2012 and 2015 AHACs have recommended no change.

E. **Name of the Strategy:** The Reduction of Parking and Setback Requirements for Affordable Housing.
Allows setback requirements to be eased for affordable housing if compatible with

neighborhood.

a. Provide a description of the procedures used to implement this strategy:

Policy 3.1.10.4 was adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by subsequent AHACs. The Policy is as follows:

The City shall establish guidelines that allow parking and setback reductions for affordable housing projects where it can be shown that such reduction will be compatible with the surrounding neighborhood and will not cause an adverse impact.

F. **Name of the Strategy:** The support of development near transportation hubs and major employment centers and mixed-use developments.
Encourages development of affordable housing near transportation and employment

a. Establish the following policy and procedures: Provide a description of the procedures used to implement this strategy:

Policy 3.1.10.5 was adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by subsequent AHACs. The Policy is as follows:

The City shall encourage development of affordable housing and/or workforce housing near (within ½ mile of) a transportation hub, major employment center and/or mixed use development.

G. **Name of the Strategy:** Affordable housing components in Comprehensive Plan.
Requires affordable housing component in future land use amendments, etc.

a. Provide a description of the procedures used to implement this strategy:

The Affordable Housing Advisory Committee recommended that the City's Comprehensive Plan be amended to require all residential future land use amendments and Developments of Regional Impact include an affordable housing component. Further the Committee recommended that the Comprehensive Plan be amended to include support for affordable housing by means of a local condition.

Two separate policies were adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by subsequent AHACs. The Policies are as follows:

Policy 3.1.10.6: The City may require future residential land use amendments to include an affordable housing component.

Policy 3.1.10.7: The City may establish a requirement that new residential or mixed use development provide either affordable housing or contributions to an Affordable

Housing Trust Fund.

H. **No Changes Required**: The Affordable Housing Advisory Committees for 2008 and/or 2012 recommended no change to existing policy on the following incentives and the City Council approved the recommendations of no change during their February 23, 2009 and/or March 11, 2013 Council Meetings:

- The reservation of infrastructure capacity for housing for very low, low and moderate income persons. (Existing Policy: This is covered under the existing Zoning Code. The Concurrency Management system establishes the procedures and regulatory framework for evaluating development orders to ensure that adequate public facilities and services needed to support development are available concurrent with the impacts of such development.)
- The allowance of flexible lot configurations. (Existing Policy: The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for flexibility in lot configurations and setback requirements.)
- The modification of street requirements for affordable housing. (Existing Policy: The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for modifications to the street requirements provided the City Council finds the modification acceptable.
- Preparation of a printed inventory of locally owned public lands suitable for affordable housing. (Legislation passed in 2006 requires the city to inventory locally owned public lands and provides a process.) The City completed its initial review in June 2007 and reviews on a triennial basis. The next inventory is due by July 2, 2016.
- Allowance of affordable housing accessory residential units in residential zoning districts. The 2012 AHAC considered this issue and made a recommendation of no change. (Existing policy: The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow accessory units.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Ordinance: (No change from the original creating ordinance).

G. Interlocal Agreement (None Required)

H. Other Documents Incorporated by Reference.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

LHAP 2009-001

Exhibit A

Revised: 6/2015

City of Port St Lucie

Fiscal Year: 2016-2017			
Estimated Allcoation for Calculating:	$	110,730.00	
Salaries and Benefits	$	99,730.00	
Office Supplies and Equipment	$	4,000.00	
Travel Per diem Workshops, etc.	$	5,000.00	
Advertising	$	2,000.00	
Other*	$		
Total	$	110,730.00	100.00%
Fiscal Year: 2017-2018			
Estimated Allcoation for Calculating:	$	110,730.00	
Salaries and Benefits	$	99,730.00	
Office Supplies and Equipment	$	4,000.00	
Travel Per diem Workshops, etc.	$	5,000.00	
Advertising	$	2,000.00	
Other*	$		
Total	$	110,730.00	100.00%
Fiscal Year 2018-2019			
Estimated Allcoation for Calculating:	$	110,730.00	
Salaries and Benefits	$	99,730.00	
Office Supplies and Equipment	$	4,000.00	
Travel Per diem Workshops, etc.	$	5,000.00	
Advertising	$	2,000.00	
Other*	$		
Total	$	110,730.00	100.00%

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of adminsitrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

City of Port St Lucie affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2016-2017	6/30/2018	6/30/2019	9/15/2017	9/15/2018	9/15/2019
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021

If funds allocated for these fiscal years are not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2016-2017	3/30/2018	3/30/2019	6/15/2017	6/15/2018	6/15/2019
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government by **December 31** of the year prior to the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2016-2017

Please check applicable box

New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Port St Lucie — Allocation: $1,107,300.00

Strategy # From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
A	1	HOME PURCHASE ASSISTANCE	2	$22,000	4	$22,000	4	$22,000	$76,000.00	$132,000.00		$208,000.00	18.78%	10
B	3	OWNER OCCUPIED REHAB	5	$53,000	4	$53,000		$0		$436,610.00		$436,610.00	39.43%	9
C	6	LIMITED OWNER OCCUPIED REHAB	3	$17,000	2	$17,000		$0		$90,000.00		$90,000.00	8.13%	5
D	11	ACCESSIBILITY/RETROFIT	7	$17,000	6	$17,000		$0		$221,460.00		$221,460.00	20.00%	13
E	3	WATER/SEWER CONNECTION	3	$7,600	2	$7,600		$0		$35,500.00		$35,500.00	3.21%	5
F	8	WATER/SEWER ASSESSMENT	1	$5,000	0	$5,000		$0		$5,000.00		$5,000.00	0.45%	1
G	5	DISASTER RECOVERY	0	$27,000	0	$27,000	0	$27,000		$0.00		$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	21		18		4		$76,000.00	$920,570.00	$0.00	$996,570.00	90.00%	43

		RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership)	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
		Administration Fees											0.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL Add Subtotals 1 & 2, plus all Admin. & HO Coun	21		18		4		$76,000.00	$920,570.00	$0.00	$996,570.00	90.00%	43

		Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable Purchase Price:							New	$280,657	Existing	$280,657		

Allocation Breakdown	Amount	%
Very-Low Income	$498,000.00	45.0%
Low Income	$418,570.00	37.8%
Moderate Income	$80,000.00	7.2%
TOTAL	$996,570.00	90.0%

Projected Program Income:		Max Amount Program Income For Admi	$0.00
Projected Recaptured Funds:			
Distribution:	$1,107,300.00		
Total Available Funds:	$1,107,300.00		

Exhibit D
67-37.005(1), F.A.C.
Effective Date: 10/14

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government: City of Port St Lucie

(1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.

(3) A process for selection of recipients for funds has been developed.

(4) The eligible municipality or county has developed a qualification system for applications for awards.

(5) Recipients of funds will be required to contractually commit to program guidelines.

(6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.

(7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.

(8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.

(9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.

(10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.

(11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

(14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

(15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.

(17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)

(18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.

(19) The provisions of Chapter 83-220, Laws of Florida ____***has*** *or* __***X***__ ***has not*** been implemented.
(note: Miami Dade County will check "has")

_____ _____
Witness Chief Elected Official or designee

_____ _____
Witness Type Name and Title

_____
Date

OR

_____
Attest:
(Seal)

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
Boca-Raton	13-16	No Rehab								
Boynton Beach	15-18	Housing Rehab	$50,000, $50,000, $20,000	VL L M	15				y	Deferred Mtg. @ 0% forgiven proportionately over 15 years
Bradenton	14-17	Housing Rehab	$150,000	VL L M	30	Y				Deferred Mtg. @ 0% payable over up to 30 yrs., based on ratios of 30/35 – no minimum.
Cape Coral	13-16	Owner Occupied Rehab	$30,000; $25,000; $10,000	VL L M	10			y		Deferred Mtg. @ 0% forgiven after 10 years
Clearwater	15-18	Owner-occupied Rehab	$30,000	VL L M	30/20	Y				Either 30-year 0% deferred loan or a 20-year 0% payment loan. See LHAP
Cocoa	13-16	Owner Occupied Rehab	$45,000	VL L	10				y	10 year lien, 0% forgivable proportionately over 10 years
		Owner Occupied Minor Rehab	$15,000							
Coconut Creek	14-17	Housing Rehab	$30,000	VL L M	10				y	10 year lien, 0% forgivable after ten years; for elderly (62+) there is yearly forgiveness of 10%
Coral Springs	13-16	Owner Occupied Rehab	$35,000	VL L M	10				y	10 year lien, 0% forgivable @ 10%/yr.
Davie	13-16	Home Repair Strategy	$40,000	VL L M	5				y	5 year lien, 0% forgivable @ 20%/yr.

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
Daytona Beach	14-17	Housing Rehab/Reconstruction	$50,000 $40,000 $30,000	VL L M to 140	15			y		15 year lien, 0% forgivable after 15 yrs.
Deerfield Beach	13-16	Emergency Homeowner Rehab	$10,000	VL L M	5				y	5 year lien, 0% forgivable @ 20%/yr.
		Homeowner Rehab	$50,000 $50,000 $20,000	ELI/VL L M	5				y	5 year lien, 0% forgivable @ 20%/yr.
Delray Beach	13-16	Owner-Occupied Housing Rehab	$37,000	VL L M	15/10 & grant			y		$5,000 under is grant. Loan forgiven after term depending on loan amount. See LHAP.
Deltona	13-16	Owner Occupied Rehab	$30,000	VL L	15			y		0% forgivable after 15 yrs.
Ft. Lauderdale	13-16	Housing Rehab/Replacement	$205,000 Replacement $60,000 Rehab	VL L M	15			y		0% forgivable after 15 yrs.
Ft. Myers	13-16	Rehabilitation	$50,000	VL L	10			y		0% forgiven after 10 yrs.
		Emergency Repair	$7,500	VL L	5			y		0% forgiven after 5 yrs.; grant for elderly and/or disabled
Ft. Pierce	15-18	Owner Occupied Housing Repair/Rehab	$20,000	VL L M	10/5				y	0% forgiven proportionately during term based on loan amt.

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
Gainesville	14-17	Housing Rehab – Minor Rehab	$30,000	ELI/VL L	10			y		0% forgivable after 10 years
		Housing Rehab – Major Rehab	$50,000	ELI/VL L	10			y		0% forgivable after 10 years
Hialeah	13-15	Rehabilitation	$50,000	VL L M	10				y	10 year lien, 0% forgivable @ 10%/yr.
Hollywood	13-16	Housing Rehab	$55,000	VL L M			y			0% due on sale; may make payments
Jacksonville	12-15	Owner Occupied Rehabilitation	$55,000	VL L M	15/5	Y				Term based on loan amount. Due at end of term; Receive discount for paying early.
		Owner Occupied Rehab for Target Area	$55,000							
Kissimmee	13-16	Housing Rehabilitation Assistance	$40,000	ELI/VL L	10				y	0%, 10 yr. term with reduction of 1/10 each yr.
		Special Needs Housing Rehab	$15,000	ELI/VL L	5				y	0% 5 yr. term reduced at 1/5 per yr.
Lakeland	14-17	Owner Occupied Emergency Repair	$20,000	ELI/VL L M	10/5				Y	0% - term based on loan amount – forgiven proportionately based on term.
		Housing Rehab	$236,511		15/10					
Largo	13-16	Housing Rehab	$150,000	ELI/VL L M		?		?		Combination of payback and deferred loan based on

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
										affordability ratios – Intr. rate 0% - 4%
Lauderhill	13-16	Minor Home Repair/Weatheri-zation	$20,000	ELI/VL L M	10				y	0% 10 yr. lien – 10% forgiven per yr.
Margate	13-16	Home Rehabilitation Program	$30,000	ELI/VL L	7				y	0% 7 yr. lien – 1/7 forgiven per yr.
Melbourne	13-16	Housing Rehabilitation	Repair $75,000; Recon. $75,000; Ltd Scope Repair $10,000	ELI/VL L M	15/10/ 5				Y	0% - term based on loan amount – forgiven proportionately based on term.
Miami	13-16	Emergency Home Repair	$15,000	ELI/VL L M	10			Y		0% forgivable after 10 years
		Single Family Rehab	$35,000							
Miami Beach	13-16	Housing Rehab	$40,000	ELI/VL L M	15			Y		0% forgivable after 15 years
Miami Gardens	13-16	Housing Rehab Program	$35,000	ELI/VL L M	10/5	Y				Repaid in 60 to 120 equal mo. Installments at 0% interest – see LHAP
		Emergency Rehab Program	$15,000	ELI/VL L M	5			Y		0% 5-year deferred loan forgiven after 5 years

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
Miramar	13-16	Housing Rehab (Minor)	$50,000	ELI/VL L M	10			Y		0% loan forgivable after 10 years; special needs 0% 10 yr. forgivable at 10% per year (confusing)
		Comprehensive Housing Rehab	$50,000	ELI/VL L M	10			Y		0% loan forgivable after 10 years; special needs written down at 10%/year
North Miami	14-17	Rehab of Owner Occupied Units	$25,000	ELI/VL L M	7				y	0% loan forgiven in equal amounts over 7 years
Ocala	13-16	Rehabilitation of Owner Occupied Homes	$100,000	ELI/VL L	5 - 20	?			?	ELI & VL - term based on loan amount & forgivable proportionately; low must pay back
Orlando	15-18	Rehabilitation – Home Owner	$45,000	ELI/VL L M	15/10/ 5 /3 or grant			Y		0% below $7,500 = grant; 7,501-10,500 3yr lien; 10,501-25,000=5yr.;25,001-35000=10yr 35,001 & up 15yr
		Special Needs – Home Owner	$75,000; $50,000; $40,000	ELI/VL L M	?					0% forgiven when developer sells to special needs household
Palm Bay	14-17	Owner-Occupied Housing Rehab	$50,000	ELI/VL L M	10			y		0% forgiven after 10 year

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
		Owner Occupied Emergency Repairs	$10,000	ELI/VL						0% forgiven after 5 yr
Panama City	15-18	Housing Rehabilitation	$25,000	ELI/VL L M	15			y		0% forgiven after 15 years
		Emergency Assistance	$7,500	ELI/VL L M	1			y		0% forgiven after 1 year
Pembroke Pines	13-16	Housing Residential Rehab	$50,000	ELI/VL L M	15			y		0% forgiven after 15 years
Plantation	13-16	Residential Rehab	$50,000	ELI/VL L M	10			y		0% forgivable after 10 yrs.
Pompano Beach	15-18	Rehabilitation	$60,000	ELI/VL L M	15			y		0% forgivable after 15 yrs.
Sarasota	13-16	Housing Rehabilitation	$60,000 - Comprehensive $20,000 – Emergency $15,000 Barrier Removal	ELI/VL L	30					0% for 30 yrs. for Comp & Emergency; $3,000 grant for Barrier Removal +$3,000 forgiven each year for 4 years
St. Petersburg	15-18	No repair								
Sunrise	13-16	Housing Rehab	$25,000	ELI/VL L M	?				?	Forgiven annually based on amount of loan

SHIP REPAIR/REPAIR PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/ Yrs.	Pmts.	Due after Term or on Sale	Forgiveness		Recapture Terms
								After Term	Proportional	
Tallahassee	13-16	Owner Occupied Home Rehab	$75,000	ELI/VL L	?					Forgiven annually based on amount of loan and type
Tamarac	13-16	Home Rehabilitation	$30,000	ELI/VL L M	10				y	0% forgiven proportionally over 10 years
Tampa	13-16	Substantial Rehab	$50,000	ELI/VL L M	15			y		0% forgivable after 15 yrs.
Titusville	16-19	Housing Rehab	$60,000	ELI/VL L	15/10/ 5				y	Term of 5 – 15 based on loan amt. & forgivable proportionately
West Palm Beach	15-18	Housing Preservation	$80,000	ELI/VL L M	15/10/ 5			y		Term of 5 – 15 based on loan amt.; forgivable after term
Winter Haven	14-17	Minor Rehab	$20,000	ELI/VL L M	10/5			?	?	0% 5 yr. loan forgiven after term; 10 yr. loan forgiven proportionately
		Substantial Rehab	$100,000		?			?		$30,000 forgiven after 10 yrs.; balance due on sale unless property is maintained

SUMMARY REPAIR REHAB TERMS										
						Pmts.	Due after term or on sale	Forgiveness		
								After Term	Proportional	
TOTALS		**Requires Payments**				4				
		Due after Term or Due on Sale					1			
		Forgiven after Term		1 yr.				1		
				5 yrs.				2		
				10 yrs.				9		
				15 yrs.				11		
				20 yrs.				0		
				30 yrs.				0		
		Forgiven Proportionally		5 yrs.					4	
				7 yrs.					2	
				10 yrs.					8	
				15 yrs.					4	
		TOTALS*				4	1	23	18	46
*Only the maximum term was counted when a city had more than one type of repair rehab program available.										

MAJOR CHANGES TO CONSIDER FOR SHIP PLAN			
STRATEGY	CURRENT POLICIES/GUIDELINES	SUGGESTED POLICIES/GUIDELINES	COMMENT
DOWN PAYMENT ASSISTANCE	Require $1,500 worth of rehab to be done to existing homes to count toward construction set aside – allowed some w/o rehab	No requirement for $ amount of rehab	Can require rehab for some homes if needed to meet set aside
	Deferred mortgage due on sale or forgiven after 30 years	Deferred mortgage forgiven after 15 years	See study of all other SHIP cities. Only 5 cities have home purchase loans that are forgiven after 30 years, similar to PSL. 6 cities have loans that are due and payable after 30 yrs. 21 loans are forgiven at the end of the 5 to 30 year terms; 8 loans are forgiven proportionately over 5 to 15 years.
	Maximum assistance varied by income: $40,000 VL, $30,000 L, $20,000 M	Maximum assistance $20,000 for all income levels	Allows for more clients to purchase homes with fewer dollars available
REPAIR/REHAB	One strategy for Owner Occupied Rehabilitation at $50,000 (VL) and $40,000 (L) - can utilize once per household	Split strategy into Comprehensive ($50,000 max. for VL and Low) and Limited ($15,000 max. for VL and Low) Owner Occupied Rehabilitation – clients may use both strategies but cannot be used at same time – must wait one year. Clients cannot apply for Comprehensive until they have owned house for one year unless they purchase under SHIP Home Purchase Strategy. Both are one time strategies.	Allows for clients to come in for emergency or small-in-scope items and still have comprehensive repairs completed at another time, as needed. Allows for higher funding amounts for Low Income ($50,000 instead of $40,000)

MAJOR CHANGES TO CONSIDER FOR SHIP PLAN			
STRATEGY	CURRENT POLICIES/GUIDELINES	SUGGESTED POLICIES/GUIDELINES	COMMENT
	Deferred mortgage terms forgiven at 10%/year up to maximum percentage or forgiven after 30 years based on income level: 70/30, 60/40, 50/50 and forgiven in ten years (ELI)	Deferred mortgage for Comprehensive Rehab: Forgiven 1/15th per year for 15 years; Deferred mortgage for Limited Rehab: Forgiven 1/5th per year for 5 years	See study of all other SHIP cities. No other cities have terms similar to PSLs Repair Rehab loans, where forgiveness is combined with a portion due on sale. 23 cities have repair/rehab loans that are forgiven at the end of the 1 to 15 year terms. 18 cities forgive their loans proportionally each year during the 5 to 15 year term.
SPECIAL NEEDS/RETROFIT	Same strategy but new name proposed	Change name to Accessibility/Retrofit.	Avoids confusion with "special needs" set aside (20%) required by legislation
	Deferred mortgage terms forgiven at 10%/year up to maximum percentage based on income level: 70/30, 60/40, 50/50 and forgiven in ten years (ELI)	Deferred mortgage forgiven 1/5th per year for 5 years. Clients may apply for additional assistance one time after original loan is satisfied if additional improvements are needed.	No special study prepared but a review of several housing assistance plans shows many cities provide grants and short term loans for this assistance.
WATER AND SEWER CONNECTION	Part of repair/rehab and included in mortgage	Separate strategy and provide as a grant up to $7,600 for very low and low income. Approved for one property per household.	Furnish as a separate grant to encourage citizens to hook up to water and/or sewer or pay off liens for W/S
DISASTER RECOVERY	Includes funds for major repair/rehab and buying homes. Allowed up to $50,000 for repairs with same repayment terms as Repair/Rehab or Home Purchase.	Change to basic strategy for emergency repairs, etc. Limited to $25,000.	Funds for Comprehensive Rehab or Home Purchase may be used if more funds are needed for extensive repairs, etc.
	Deferred mortgage with terms and forgiveness same as	Deferred mortgage forgiven 1/5th per year for 5 years.	

MAJOR CHANGES TO CONSIDER FOR SHIP PLAN			
STRATEGY	CURRENT POLICIES/GUIDELINES	SUGGESTED POLICIES/GUIDELINES	COMMENT
	repair/rehab and home purchase depending on type of assistance needed.		
NON-PROFIT, FOR-PROFIT CBO HOUSING ASSISTANCE	Assists with payment of impact fees and construction costs for new homes	Delete strategy. Can use Home Purchase strategy to cover costs of new construction as part of down payment.	Insufficient funding to cover Home Purchase, Repair/Rehab, etc.
ASSUMPTION OF MORTGAGE	Mortgage will be changed to due on sale if assumed	Mortgage terms will remain unchanged if assumed by qualified applicant	Allows for new owner to assume mortgage at current terms – never used but available
MULTIPLE STRATEGIES	Clients are allowed to sign up for multiple strategies but the second strategy was always due on sale	Clients may sign up for separate strategies. Each strategy (requiring a loan) will have a separate note and mortgage and the terms will match those for that specific strategy.	Clients who needed special needs improvements and did not have enough funding under rehab to cover them received a third mortgage that was due on sale. Others who purchased houses that needed repair received two mortgages that were due on sale mortgage.
FUNDING AND WAITING LIST PRIORITY	Special Needs receives priority (defined in 420.004 FS). Other income priority may be utilized as required for set asides	Disaster Recovery may receive priority, if required. Emergency repair and Accessibility/Retrofit will receive priority. Other set asides for income and special needs may need to be met.	Moves disaster recovery to the top if needed. Moves emergency repair and accessibility/retrofit to top of list.
INCENTIVES	Includes information from 2013 AHAC Report	Updated to include information from 2015 AHAC Report	

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
Boca-Raton	13-16	**Purchase with or w/out Rehab**	$90,000, $55,000, $20,000	VL L M	20			Y		
Boynton Beach	15-18	**Purchase with Rehab**	$75,000, $60,000, $45,000	VL L M	15			Y		
		Purchase without Rehab	$60,000, $45,000, $30,000							
Bradenton	14-17	**Down payment Assistance**	$20,000	VL L M	10	Y				0% payable over up to 10 yrs. based on ratios of 30/35 and minimum payment of $50.
Cape Coral	13-16	**DP/Closing Cost Assistance**	$25,500; $27,500; $30,000	VL L M	10			Y		
Clearwater	15-18	**Acquisition of Existing Homes w/Rehab**	$22,000	VL L M	5			Y		Homes to be purchased may be placed in Community Land Trust. Loan to buyer deferred for 5 yrs. and not to exceed 20 years in term ????
		DP & CC without Rehab	$18,000							
Cocoa	13-16	**Home Purchase Program**	$40,000, $35,000, $30,000	VL L M	10			Y		
Coconut Creek		**Purchase Assistance**	$40,000 $30,000 $20,000	VL L M	10			Y		

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
Coral Springs	13-16	**Does not offer DP at this time.**								
Davie	13-16	**Down Payment/Closing Cost Assistance**	$40,000	VL L M	?				?	New Construction: no forgiveness for 5 yrs., then forgiven @ 20% per yr. for next 5 yrs.; Existing is forgiven @ 20%/yr.
Daytona Beach	14-17	**Home Ownership Purchase Assistance**	$50,000 $40,000 $30,000	VL L M to 140	20 /15			Y		New Construction; 20 year lien, 0% forgivable over 20 yrs.; Existing 15 yrs. Over 15 yrs.
Deerfield Beach	13-16	**Homebuyer Assistance**	$50,000 $50,000 $20,000	ELI/VL L M	5				Y	5 year lien, 0% forgivable @ 20%/yr.
Delray Beach	13-16	**Purchase Assistance w/ Rehab**	$75,000	VL L M	15/30			Y		Less than $35,000: 0% forgiven after 15 yrs. $35,000 or more forgiven after 30 yrs.
Deltona	13-16	**Purchase Assistance w/ Potential Rehab**	$40,000* $30,000* $20,000*	VL L M	30- W/O RR 5 W/RR			Y		0% forgivable after 30 years; rehab mtg. separate & forgivable after 5 years
Ft. Lauderdale	13-16	**Purchase Assistance**	$75,000 $100,000 for City Owned	VL L M	15			Y		
Ft. Myers	13-16	**Purchase Assistance w/out Rehab**	$35,000 $30,000 $25,000	VL L M	N/A		Y			0% due on sale

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
Ft. Pierce	15-18	**Home Purchase Assistance**	$15,000 $15,000 $10,000	VL L M	15 /10				Y	
Gainesville	14-17	**Purchase Assistance - Down Payment**	$10,000	VL L M	10			Y		
Hialeah	13-15	**Purchase Assistance**	$10,000	VL L M	10				Y	
Hollywood	13-16	**Purchase Assistance**	$40,000 $40,000 $20,000	VL L M	**N/A**			Y		0% due on sale
Jacksonville	12-15	**Does not offer DP at this time.**								
Kissimmee	13-16	**Purchase Assistance**	$15,000 $10,000, $5,000	ELI/VL L M	5				Y	
Lakeland	14-17	**Home Purchase**	$24,000 $24,000 $16,000	ELI/VL L M	30			Y		Due on sale or after 30 years
Largo	13-16	**Offered through Non Profit**								
Lauderhill	13-16	**Purchase Assistance Program**	Lesser of $20,000 or 20% of PP	ELI/VL L M	10				Y	
Margate	13-16	**Does not offer DP at this time.**								

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
Melbourne	13-16	**Purchase Assistance**	VL $15,000; L $12,500 M $10,000	ELI/VL L M	5				Y	
Miami	13-16	**Homebuyers Financing**	$85,020	ELI/VL L M	30			Y		
Miami Beach	13-16	**Down Payment/Closing Costs & Rehab**	$60,000 VL/L $40,000 M	ELI/VL L M	15			Y		
Miami Gardens	13-16	**Homeownership Assistance Program**	$20,000	ELI/VL L M	?		?			0% 30 year term; initial $10,000 due at maturity & balance forgiven if no default????(confusing)
Miramar	13-16	**Purchase Assistance**	$60,000 $40,000 $30,000	ELI/VL L M	10			Y		
North Miami	14-17	**First Time Homebuyer DP/CC Assistance with Rehab**	$39,000	ELI/VL L M	7				Y	
Ocala	13-16	**Purchase Assistance**	$50,000	ELI/VL L	5 - 20	?			?	ELI & VL - term based on loan amount & forgivable proportionately; low must pay back

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
Orlando	15-18	**Purchase Assistance w/out rehab**	Citywide Program VL $14,999 Low $10,000; Mod $5,000	ELI/VL L M	5			Y		
Palm Bay	14-17	**Down Payment w/ Rehab**	$50,000	ELI/VL L & M	30			Y		
Panama City	15-18	**Purchase Assistance**	$18,000	ELI/VL/ L/M	30		Y			0% due on sale or after 30 years
Pembroke Pines	13-16	**Purchase Assistance**	To 140% $30,000; L=$40,000 ; VLI=$50,000	ELI/VL L M	15			Y		
Plantation	13-16	**Purchase Assistance**	$60,000; $50,000; $40,000	ELI/VL L M	10			Y		
Pompano Beach	15-18	**Purchase Assistance w/ Rehab**	$40,000	ELI/VL L M	20			?	?	Loan forgiven 20% per year during last five years of 20 yr. term
Sarasota	13-16	**Down Payment Assistance**	$30,000	ELI/VL L	30		Y			0% due on sale or after 30 years

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
St. Petersburg	15-18	**Purchase Assistance w/ w/out Minor Repairs**	$16,400 VL & L $10,400 M	ELI/VL L M	20		Y			VL & L 0% amortized for 240 mo.; forgiven after 120; M 0% amort for 120 mo.
Sunrise	13-16	**Purchase Assistance with Rehab**	$35,000 $10,000 $5,000	ELI/VL L M	?				?	Deferred loan 0% interest, forgiven annually based on the amount of the loan?
Tallahassee	13-16	**Purchase Assistance**	$15,000	VL, L	30		Y			0% due on sale or after term of first mortgage
Tamarac	13-16	**Purchase Assistance with or with Rehab**	$40,000 $30,000	ELI,VL, Low Mod	10				Y	10 yr with 0% interest, principal reduction of 20% beginning in year six for all income categories.
Titusville	16-19	**First time Homebuyer Program**	$50,000; $40,000; $20,000	VL L M	15, 10, 5			?	?	Deferred then forgiveness. See LHAP.
West Palm Beach	15-18	**Purchase Assistance**	$50,000	VL L M	15, 10, 5			Y		0% interest, deferred payment. Loan is forgivable in its entirety at the end of the terms from the date of execution of said mortgage.
Winter Haven	14-17	**Purchase Assistance with Rehab**	$24,000 $16,000 $11,000	VL L M	20			Y		0% forgiven after 20 yrs.

SHIP DOWNPAYMENT PROGRAM SUMMARY for CITIES										
City	Plan Year	Strategy	Maximum Award	Income	Term/Yrs.	Pmts.	Due after Term or on sale	Forgiveness		Additional Information
								After Term	Proportional	
SUMMARY										
TOTALS		**Requires Payments**				1				
		Due after Term or Due on Sale					5			
		Forgiven after Term		5 yrs.				2		
				10 yrs.				6		
				15 yrs.				5		
				20 yrs.				3		
				30 yrs.				5		
		Forgiven Proportionally		5 yrs.					3	
				7 yrs.					1	
				10 yrs.					3	
				15 yrs.					1	
		TOTALS*				1	5	21	8	35

*Only the maximum term was counted when a city had more than one home purchase program available.

CITY OF PORT ST. LUCIE

STATE HOUSING INITIATIVES PARTNERSHIP (S.H.I.P.) PROGRAM

2016 – 2019 SHIP HOUSING ASSISTANCE

WHY UPDATE OUR PLAN?

- Required by FHFC every three years
- New format required for 2016
- Opportunity to benchmark other communities receiving funds
- Address current needs of PSL low-income citizens

PURPOSE OF SHIP PROGRAM:

- The State Housing Initiatives Partnership Program is created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

SUGGESTIONS FOR MAJOR REVISIONS TO HOME PURCHASE:

- Revise Home Purchase Program to provide assistance to more households and bring recapture terms in line with other municipalities as follows:
  - Lower **maximum amount of assistance** from $40,000, $30,000 and $20,000 Very Low, Low and Moderate to $20,000 for all income levels;
  - Revise **recapture** from due on sale or forgiven in 30 years to forgiven after 15 years.

SUMMARY OF HOME PURCHASE REPAYMENT TERMS FOR OTHER CITIES

		Payments	Due after Term/Sale	Forgiveness		TOTAL
				After Term	Proportional	
Payment(s) Due		1				
			5			
Forgiven	5-10 yrs.			8		
	15 yrs.			5		
	20-30 yrs.			8		
	5-7 yrs.				4	
	10 yrs.				3	
	15 yrs.				1	
TOTAL		1	5	21	8	36

SUGGESTIONS FOR MAJOR REVISIONS TO REHABILITATION ASSISTANCE:

- Revise Repair/Rehab assistance to address citizens' needs:
  - Add separate programs as follows:
    - **Limited Owner Occupied Rehabilitation** – to assist with emergency repairs and small scope jobs
    - **Water & Sewer Connection** – originally part of repair/rehab
  - Change maximum assistance on Comprehensive Rehabilitation for low income to $50,000 for low and very low income.
  - Revise recapture:
    - from **combination of forgiveness and due on sale** based on income level (80/20, 60/40, 50/50)
    - to **forgivable over 15 years** for Comprehensive Rehabilitation and **5 years** for strategies up to $15,000.
  - Change Water & Sewer Connection from loan to grant ($7,600)

SUMMARY OF REPAIR/REHAB TERMS FOR OTHER CITIES

		Payments	Due after Term/Sale	Forgiveness		TOTAL
				After Term	Proportional	
Payment Due		4				
			1			
Forgiven	1-10 yrs.			12		
	15 yrs.			11		
	5 - 7 yrs.				6	
	10 yrs.				8	
	15 yrs.				4	
TOTAL		4	1	23	18	46

SUGGESTIONS FOR MISCELLANEOUS REVISIONS:

- Revise Special Needs/Retrofit Program
  - Change name to Accessibility/Retrofit – avoid confusion with special needs set aside required by legislation
  - Revise recapture:
    - from combination of forgiveness and due on sale based on income level (80/20, 60/40, 50/50, etc.)
    - to forgivable over 5 years
- Revise Disaster Recovery Program
  - Reduce from $50,000 maximum to $25,000 – from all inclusive to basic emergency strategy
  - Revise recapture to forgivable over 5 years

time for questions

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: April 11, 2016
April 28, 2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, AICP, Director Planning and Zoning PAT

Agenda Item: Ordinance: City of Port St. Lucie Capital Improvements Element Annual Update (P15-194)

Submittal Date: 3/29/2016 ORD 16-21

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: This ordinance updates the Comprehensive Plan's Five Year Schedule of Capital Improvements; specifically appendices 9A, 9B, and 9C to reflect the Capital Improvements Program adopted by City Council.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance has been approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this CIE annual update on March 1, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
APR 01 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-21

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50 and Ordinance 12-19, as subsequently amended; and

WHEREAS, Section 163.3177 (3) (b), Florida Statutes, requires the City of Port St. Lucie to perform an annual review and modification, as necessary, of the Capital Improvements Element of the Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3177 (3) (b), Florida Statutes, modification to update the Five Year Schedule of the Capital Improvements may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this update to (P15-194) to the Capital Improvement Element and submitted its recommendations thereon to the City Council; and

WHEREAS, on April 25, 2016, the Port St. Lucie City Council held a public hearing with due notice having been provided on this update to the Capital Improvement Element;

and

WHEREAS, the Port St. Lucie City Council desires to hereby formally adopt this update to the Capital Improvement Element of the Comprehensive Plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Port St. Lucie City Council hereby repeals the current appendices 9-A, 9-B, and 9-C of the Capital Improvement Element of the City of Port St. Lucie Comprehensive Plan.

Section 2. In accordance with the requirements of Section 163.3177 (3) (b), Florida Statutes, the Port St. Lucie City Council hereby adopts an updated Five Year Schedule of Capital Improvements and related tables as set forth in the Capital Improvement Element of the Comprehensive Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The remaining portions of the City of Port St. Lucie Comprehensive Plan which are not in conflict with the provisions of this ordinance remain in full force and effect.

Section 4. This ordinance shall be effective ten days after its adoption.

ORDINANCE 16-21

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this_____ day of _____, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Azlina Goldstein-Siegel,
Interim City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING & ZONING BOARD - MEETING OF MARCH 1, 2016

FROM: JOHN FINIZIO, PLANNER JF

RE: P15-194 – CITY OF PORT ST. LUCIE
CAPITAL IMPROVEMENT ELEMENT ANNUAL UPDATE

DATE: FEBUARY 17, 2016

BACKGROUND:

In consultation with the Office of Management and Budget, the Planning and Zoning Department has prepared the annual update to the Capital Improvements Element (CIE) of the City's Comprehensive Plan. Section 163.3177 (3) (b), Florida Statutes, requires the Capital Improvements Element be reviewed annually by the City Council to update the Five Year Schedule of Capital Improvements as necessary.

This ordinance updates the Comprehensive Plans Five Year Schedule of Capital Improvements; specifically appendices 9A, 9B, and 9C to reflect the Capital Improvements Program adopted by the City Council in September of 2015.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff recommends approval of the proposed amendments based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

City of Port St. Lucie
Five Year Financial Projections - All Funds

	2015-16	2016-17	2017-18	2018-19	2019-20
REVENUES & SOURCES:					
Millage Rate: Operating	5.4096	5.4096	5.4096	5.4096	5.4096
Voted Debt	1.2193	1.2193	1.2193	1.2193	1.2193
Property Taxes	$ 45,815,048	$ 48,105,800	$ 50,751,619	$ 53,289,200	$ 56,220,106
Utility Tax @ 10% - Electricity	11,355,750	11,696,423	13,414,221	14,353,216	15,357,941
State Communications Service Tax	5,100,000	4,850,000	4,400,000	4,300,000	4,200,000
Franchise Fees	10,508,000	10,905,120	11,232,274	11,361,993	11,930,093
Licenses and Permits	953,104	954,104	982,727	1,012,209	1,042,575
Intergovernmental	136,102,793	138,824,849	141,601,346	144,433,373	147,322,040
Other (including int. inc. & bond proceeds)	168,040,953	105,363,939	107,471,218	110,695,354	114,016,215
Budgeted Cash Carryforward	154,117,875	131,792,082	152,717,014	166,268,853	169,562,755
Transfers In	27,375,629	15,943,837	15,943,837	15,943,837	15,943,837
Total	$ 559,369,153	$ 468,436,154	$ 498,514,255	$ 521,658,036	$ 535,595,562
EXPENDITURES:					
Personal Services	$ 90,462,470	$ 99,508,717	$ 109,459,589	$ 120,405,548	$ 132,446,102
Operating Expenses	81,213,532	88,931,772	92,599,725	97,229,711	104,035,791
Capital Outlay (including CIP)	145,415,213	30,784,615	32,016,000	32,015,999	32,976,479
Debt Services	83,111,249	83,802,638	85,478,691	89,752,625	91,547,678
Administrative Credit	(5,373,966)	(5,481,445)	(5,591,074)	(5,702,896)	(5,816,954)
Administrative Charge	5,373,966	5,481,445	5,591,074	5,702,896	5,816,954
Fund Transfers	27,374,607	12,691,398	12,691,398	12,691,398	12,691,398
Budgeted Contingency-Financial Policy	131,792,082	152,717,014	166,268,853	169,562,755	161,898,115
Total	559,369,153	468,436,154	498,514,255	521,658,036	535,595,563
SURPLUS <DEFICIT>	$ 0	$ (0)	$ 0	$ (0)	$ (0)

City of Port St. Lucie
Projection of Ad Valorem Revenue

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Projected Taxable Value:					
Growth Factor		5.00%	5.50%	5.00%	5.50%
Operating Purposes	$ 7,237,078,873	$ 7,598,932,817	$ 8,016,874,122	$ 8,417,717,828	$ 8,880,692,308
Voted Debt	$ 7,237,078,873	$ 7,598,932,817	$ 8,016,874,122	$ 8,417,717,828	$ 8,880,692,308
Projected Millage Rate:					
Operating Purposes	5.4096	5.4096	5.4096	5.4096	5.4096
Voted Debt	1.2193	1.2193	1.2193	1.2193	1.2193
Projected Ad Valorem Revenue:					
(collection rate of 95.5% per TRIM)					
Operating Purposes	$ 37,387,965	$ 39,257,364	$ 41,416,519	$ 43,487,344	$ 45,879,148
Voted Debt	$ 8,427,083	$ 8,848,437	$ 9,335,101	$ 9,801,856	$ 10,340,958
Total Projected Ad Valorem Revenue	$ 45,815,048	$ 48,105,800	$ 50,751,619	$ 53,289,200	$ 56,220,106

Assumptions for Growth Factors: For FY 2016-17, the growth factor will be 5% and beyond then increase slightly each year going forward.

Assumtion for Future Millage Rates: Budgetary Policy calls for staff to assume no change to the current Millage Rate.

Voted Debt Millage Rate: The City has 1.2193 mill dedicated toward the Crosstown Parkway road project. This is a voted millage based on a voter referendum that determined the City could charge a millage rate necessary to retire the debt on $165 million in bonds. However, management is assuming no future change to the dedicated millage rate.

Filename: Excel/budget/capital element 2015.xls

CITY OF PORT ST LUCIE, FLORIDA
UNAUDITED GENERAL & ENTERPRISE FUND LONG TERM DEBT AS OF SEPTEMBER 30, 2015

DEBT	FUND	DEBT HOLDER	BALANCE 9/30/2014	NEW DEBT FY 2014/2015	PRINCIPAL PAYMENTS FY14/15	INTEREST PAYMENTS FY14/15	BALANCE 9/30/2015
LOGT Bonds, series 2000	104/304	BANK OF NEW YORK	-				-
2001 S. Lennard Road SAD Bonds	150/350	US BANK	-				-
USA 5-8-7A SAD Bonds,series 2001D	124/324	US BANK	1,895,000.00				1,895,000.00
2002A & B Riverpoint Dev.SAD Bonds	151/351	US BANK	-				-
2003 A&B Tesoro SAD BONDS	152/352	US BANK	-				-
2003 Sales Tax Improvement Revenue Bonds	104/314	US BANK	3,300,000.00				3,300,000.00
2003C Glassman SAD Bonds	153/353	US BANK	5,175,000.00				5,175,000.00
2003D East Lake Village Bonds	154/354	US BANK	1,230,000.00				1,230,000.00
2004 Certificate of Participation	108/308	US BANK	7,000,000.00				7,000,000.00
2004 CRA Tax Increment Bonds	175/375	US BANK	2,600,000.00				2,600,000.00
2004 LOGT Bonds	104/314	BANK OF NEW YORK	11,900,000.00	-			11,900,000.00
2005 GO Bonds-1st Installment	214/314	US BANK	1,650,000.00	-			1,650,000.00
2005B USA #9 SAD Bonds	125/325	US BANK	11,815,000.00	-			11,815,000.00
2005A St Lucie Land Holding SAD Bonds	155/355	US BANK	28,705,000.00	-			28,705,000.00
2006 GO Bonds-2nd Installment	214/314	US BANK	41,300,000.00	-			41,300,000.00
2006 CRA Tax Increment Bonds	175/377	US BANK	1,160,000.00	-			1,160,000.00
2007A Combined SADs (Lowry/Peacock)	156/356	US BANK	136,840,000.00				136,840,000.00
2007B SW Annexation District 1 SAD Bonds	115/315	US BANK	2,690,000.00				2,690,000.00
2008 Sales Tax Rfnding Bonds	001	US BANK	36,460,000.00	-			36,460,000.00
2008 COP Refunding-Torrey Pines	159/359	US BANK	28,765,000.00				28,765,000.00
2008A City Center SAD Rfnding Bonds	158/358	US BANK	-	-			-
2010 A&B Lease rev bonds-wyndcrest	142/342	TD BANK	-				-
2011A USA3&4 Refunding SAD Bonds	122	US BANK	13,020,000.00				13,020,000.00
2011B USA 5-6-7A Refunding SAD Bonds		US BANK	13,015,000.00	-			13,015,000.00
2011 Sales Tax refunding bonds	0	US BANK	9,225,000.00	-			9,225,000.00
2012 Tesoro Refunding Bonds	152	US BANK	72,865,000.00				72,865,000.00
2014 GO Bonds & Refunding Bonds	214	US BANK	33,300,000.00				33,300,000.00
2014 Public Service Tax Bonds	001	REGIONS BANK	$ 463,910,000.00	$ -	$ -	$ -	$ 463,910,000.00
			8,000,124.42	-	-	-	8,000,124.42
Compensated Absences		Compensated Absences	$ 471,910,124.42	$ -	$ -	$ -	$ 471,910,124.42
TOTAL GLTD			36,000,000.00	-			36,000,000.00
2010A&B Stormwater Revenue Bonds	401	TD BANK	10,000,000.00	-			10,000,000.00
2011 Stormwater Rfnding Revenue Bonds	401	TD BANK					
			$ 46,000,000.00	$ -	$ -	$ -	$ 46,000,000.00
			873,564.47	-	-		873,564.47
Compensated Absences	401	Compensated Absences	$ 46,873,564.47	$ -	$ -	$ -	$ 46,873,564.47
TOTAL STORMWATER LTD			60,020.22	-	-		60,020.22
Compensated Absences		Compensated Absences					
TOTAL GOLF COURSE FUND LTD	421		$ 60,020.22	$ -	$ -	$ -	$ 60,020.22
Utility Revenue Bonds, series 1997A	431	US BANK	-	-			-
PropaneTruck	431	US BANK	-	-			-
2001 Utility Revenue Bonds (CAB's)	431	US BANK	1,997,044.10	-			1,997,044.10
Promissory Note-Suntrust	431	US BANK		-			-
Improvement Rev Bonds-Txble,ser 2001	432/434	US BANK		-			-
2003 Utility Revenue Bonds	431/442	US BANK	7,190,000.00				7,190,000.00
2004 Utility Revenue Bonds	431/443	US BANK	12,260,000.00				12,260,000.00
2004A Utility Rfunding Revenue Bonds	431	US BANK	51,645,000.00				51,645,000.00
2006 Utility Revenue Bonds	431/445	US BANK	73,155,000.00				73,155,000.00
2006A Utility Rfnding Revenue Bonds	431	US BANK	34,252,229.70	-			34,252,229.70
2007 Utility Rfnding & Improvement Rev Bonds	431/445	US BANK	104,005,000.00	-			104,005,000.00
2009 Utility Rfnding Revenue Bonds			106,835,000.00	-			106,835,000.00
2012 Utility Rfnding Revenue Bonds	431	US BANK	21,375,000.00	-			21,375,000.00
2014 Utility Rfnding Revenue Bonds	431	US BANK		29,585,000.00			29,585,000.00
			$ 412,714,273.80	$ 29,585,000.00	$ -	$ -	$ 442,299,273.80
Compensated Absences		Compensated Absences	2,496,249.87	-	-		2,496,249.87
TOTAL UTILITY LTD			$ 415,210,523.67	$ 29,585,000.00	$ -	$ -	$ 444,795,523.67
TOTAL LONG TERM DEBT			$ 934,054,232.78	$ 29,585,000.00	$ -	$ -	$ 963,639,232.78

Note: compensated absences have not yet been adjusted.

2010 Research Facility Bonds OHSU-VGTI Project closed on June 3, 2010 for $64,035,000.00 - NOT ON OUR BOOKS

This schedule does not include the inhouse financing between 304/315 from 440

This schedule does not include the inhouse financing for the Honeywell project from 440 fund

CITY OF PORT ST. LUCIE
STORMWATER UTILITY FUND - #401 - CAPITAL PROJECTS
FIVE YEAR PROJECTED COSTS
FY 2015-16

EXPENDITURES:

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
DRAINAGE DIVISION - PUBLIC WORKS - #401-4126					
Property Acquisition - Access Plan for water control structure (WCS)	$ -	$ -	$ -	$ -	$ -
E-3 Drainage Right of Way (Section 8) Gastador Ave	-	800,000	-	-	-
B-12 Drainage Structure (Savage Blvd)	-	-	-	-	-
Large Culvert Repair/Slip Liner	-	-	-	-	-
Large Culvert Culvert Replacement - failed culverts under roadways	500,000	500,000	500,000	500,000	500,000
Large Culvert Replacement - (Section 34) Xavier	-	-	-	-	-
Drainage Basin Study Central	240,220	-	-	-	-
DROW & Rights of Way Bank Repairs 534000	-	-	-	-	-
Asphalt Paver - For in-house scale paving operations	-	-	-	-	-
Side Lot Ditch Program - City Wide 534000-96001	150,000	150,000	150,000	150,000	150,000
Water Quality Projects (FDEP BMAP Requirements) (Grant of $375,000)	950,000	-	-	-	-
D-9 Canal (CDBG funding of $300,000)	-	-	-	-	-
International Dump Truck	-	-	-	-	-
Replace Gradall 2001 PWT-04	-	-	-	-	-
Replace Gradall PWT-35R1	-	-	-	-	-
Replace Gradall PWT-25R1	-	-	-	-	-
Replace Gradall PWT-10R2	-	-	-	-	-
Replace PW-25 1999 Sterling Tractor/Truck	-	-	-	-	116,000
Replace 1997 PWT - 7R2	-	-	-	-	-
Replace Case Loader PWT - 32R1	-	-	-	-	-
Totals	$ 1,840,220	$ 1,450,000	$ 650,000	$ 650,000	$ 766,000
GREENBELT & WATERWAY MAINT. DIVISION - PUBLIC WORKS - #401-4127					
Tiffany Pump Station	$ -	$ -	$ -	$ 50,000	$ -
St. Lucie West Maxicom Upgrades	40,000	-	-	-	-
Automated Water Level System @ A-19	-	-	-	700,000	-
Blackwell Pump Station Engines - (Budget in EWIP Fund)	-	-	-	-	-
A-24 Water Control Structure	-	-	-	-	700,000
Water Control Structures - Structural Inspections	-	50,000	50,000	-	-
A-18 Water Control Structure	-	-	-	-	-
Exotic Tree Removal	-	-	-	-	-
Outfall structure repairs	-	-	-	2,218,605	-
A-22 Water Control Structure - remote mitigation of stormwater	-	-	-	-	-
Totals	$ 40,000	$ 50,000	$ 50,000	$ 2,968,605	$ 700,000
STORMWATER CAPITAL PROJECT TOTALS	$ 1,880,220	$ 1,500,000	$ 700,000	$ 3,618,605	$ 1,466,000

CITY OF PORT ST. LUCIE
EASTERN WATERSHED CAPITAL IMPROVEMENT BUDGET - #403
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Budgeted Cash Carryforward of Bond Proceeds	$ 1,050,000	$ -	$ -	$ -	$ -
FDEP Grant	-	-	-	-	-
SLRIT Grant	-	-	-	-	-
Interest Income	5,000	-	-	-	-
Totals	$ 1,055,000	$ -	$ -	$ -	$ -
EXPENDITURES:					
PUBLIC WORKS - STREET AND DRAINAGE - #403-4126					
Land Purchases	-	$ -	$ -	$ -	$ -
Drainage - Professional & Construction - Blackwell Pump Station rehab	900,000	-	-	-	-
Totals	$ 900,000	$ -	$ -	$ -	$ -
EASTERN WATERSHED IMPROVEMENT CIP FUND TOTALS	$ 900,000	$ -	$ -	$ -	$ -
Interfund Transfer to the Stormwater Fund #401	-	-	-	-	-
Contingency	155,001	-	-	-	-
Totals	$ 155,001	$ -	$ -	$ -	$ -
SURPLUS/<DEFICIT>	$ -	$ -	$ -	$ -	$ -

CITY OF PORT ST. LUCIE
GENERAL FUND CAPITAL IMPROVEMENT BUDGET - #301
FIVE YEAR PROJECTIONS
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Budgeted Cash Carryforward - Savings from prior year	$ 85,668	$ 30,668	$ 30,668	$ 30,668	$ 30,668
Financing Proceeds	-	-	-	-	-
Interest Income	1,000	-	-	-	-
Totals	$ 86,668	$ 30,668	$ 30,668	$ 30,668	$ 30,668
EXPENDITURES:					
MIS DEPARTMENT - 301-1320	$ 56,000	$ -	$ -	$ -	$ -
Totals	$ 56,000	$ -	$ -	$ -	$ -
GENERAL CIP FUND TOTALS	$ 56,000	$ -	$ -	$ -	$ -
Fund Transfer to 001 -	-	-	-	-	-
	$ -	$ -	$ -	$ -	$ -
Contingency for Future Years	$ 30,668	$ 30,668	$ 30,668	$ 30,668	$ 30,668
SURPLUS/<DEFICIT>	$ -	$ -	$ -	$ -	$ -

Unfunded CIP Projects:

CITY OF PORT ST. LUCIE
ROAD & BRIDGE CAPITAL IMPROVEMENT BUDGET - #304
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Budgeted Cash Carryforward	$ 792,751	$ 500,299	$ 826,420	$ 680,252	$ 1,102,206
Budgeted Cash Carryforward - Selvitz Road (Y1509)	100,000	-	-	-	-
Budgeted Cash Carryfoward - Veteran's Memorial Bridges	170,000	-	-	-	-
Budgeted Cash Carryfoward - Chapman/Crescent Traffic Calming	27,150	-	-	-	-
Budgeted Cash Carryforward - PSL Blvd. Widening - Developer Contribution from 10-11	663,547	-	-	-	-
Budgeted Cash Carryforward - Del Rio Boulevard Sidewalk	6,215	-	-	-	-
Property Tax Revenue - Designated for Road Capital Program (0.5583 mill shift to GF)	-	-	-	-	-
Local Option Gas Tax - 2 cents/gal. - renewed	1,508,000	1,560,780	1,615,407	1,671,947	1,730,465
Local Option Gas Tax - 3 cents/gal. - renewed	2,288,000	2,368,080	2,450,963	2,536,746	2,625,533
Road Impact Fees	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000
SW District 2 Due on Sale Assessment	147,500	147,500	147,500	147,500	147,500
Interest Income	15,000	15,000	15,000	15,000	15,000
FDOT - Tulip Boulevard Sidewalk	-	-	622,310	-	-
FDOT - Signal Maintenance (Various Locations)	69,904	161,636	-	-	-
FDOT Grant - Del Rio Boulevard Sidewalk	956,404	-	-	-	-
FDOT - Selvitz Road - Bayshore to North Macedo	-	326,984	-	-	-
FDOT - Cameo Boulevard Sidewalk	732,981	-	-	-	-
TPO Revenue for PSL Blvd & Gatlin	-	-	520,000	-	-
Cumberland Farm Contribution - Del Rio Boulevard Sidewalk	12,000	-	-	-	-
Highway Lighting & Maintenance throughout the City, FDOT Contribution	66,000	67,000	67,000	68,000	68,000
Totals	$ 8,655,452	$ 6,347,279	$ 7,464,600	$ 6,319,445	$ 6,888,703
EXPENDITURES:					
OPERATIONS/ADMINISTRATION - PUBLIC WORKS - #304-4105					
Project Management Costs for Capital Improvements (531000)	100,000	100,000	100,000	100,000	100,000
PSL Blvd. South Widening - Carryforward of Developer Contribution	663,547	-	-	-	-
New Sidewalks - (534000) - Del Rio Boulevard Sidewalk - FDOT	974,619	-	-	-	-
New Sidewalks - (534000) - Cameo Blvd. Sidewalk - FDOT	732,981	-	-	-	-
New Sidewalks (534000) - Citywide (local funds)	800,000	800,000	800,000	800,000	800,000
New Sidewalks (534000) - Selvitz Road - Bayshore to North Macedo - FDOT	100,000	326,984	-	-	-
ADA Compliance/Curb Ramps (534000)	50,000	50,000	50,000	50,000	50,000
New Sidewalks - Tulip Design	100,000	-	622,310	-	-
New Sidewalks (534000) - Paar Design	-	100,000	-	-	-
Totals	$ 3,521,147	$ 1,376,984	$ 1,572,310	$ 950,000	$ 950,000
TRAFFIC CONTROL DIVISION - PUBLIC WORKS - #304-4121					
ADA Improvements - signals various locations (531000)	40,000	40,000	40,000	40,000	40,000
Contract Application of Thermoplastic and Road Striping	200,000	200,000	200,000	200,000	200,000

Traffic Calming - Chapman/Crescent (carryfoward from prior year) Y1320	27,150	-	-	-	-
Signal Maintenance/Enhancement (534000) (City Funds)	-	60,000	60,000	60,000	60,000
Traffic Signal Maintenance - FDOT Contribution - 534000	69,904	161,636	-	-	-
Highway Lighting Improvements & Maintenance throughout the City - FDOT Contribution	66,000	67,000	67,000	68,000	68,000
California Blvd. and University Blvd. Roundabout	125,000	1,100,000	-	-	-
California Blvd. and Del Rio Signal (West)	-	125,000	1,250,000	-	-
Signal Rehab - Miscellaneous Locations	100,000	100,000	100,000	100,000	100,000
Bridge Maintenance / Improvements (Citywide Bridges (28))	200,000	200,000	200,000	200,000	200,000
Veterans Memorial Parkway Rehab	570,000	-	-	-	-
Mast Arm Inspections	70,000	70,000	70,000	70,000	70,000
PSL & Floresta Intersection Improvements	-	-	-	250,000	1,000,000
US-1 Building Improvements	100,000	-	-	-	-
Bayshore & Selvitz Intersection Improvements (FY 26028)	1,300,000	-	-	-	-
Totals	$ 2,868,054	$ 2,123,636	$ 1,987,000	$ 988,000	$ 1,738,000

STREETS DIVISION - PUBLIC WORKS - #304-4125

Annual Resurfacing Program (534132)	$ 1,500,000	$ 1,750,000	$ 1,750,000	$ 2,500,000	$ 2,500,000
Contract Repair / Improvements of Sidewalks (534133)	100,000	100,000	100,000	100,000	100,000
PSL Blvd & Gatlin - Access Modification off of PSL Blvd. (Y1324)	-	-	1,200,000	-	-
Veteran's Memorial Parkway & Lyngate Drive (rehab existing 29 ft wide roadway)	-	-	-	500,000	500,000
Guardrail Repair & Rehabilitation	35,000	35,000	35,000	35,000	35,000
Totals	$ 1,635,000	$ 1,885,000	$ 3,085,000	$ 3,135,000	$ 3,135,000

Fund Transfer to Road & Bridge Operating (Debt Service)	$ -	$ -	$ -	$ -	$ -
Administrative Charge from the General Fund	59,298	61,077	62,910	64,797	66,741
Debt Service - Internal Loan 440 fund	-	-	-	-	-
Fund Transfer to CRA - Ad Valorem Tax $'s	71,654	74,162	77,128	79,442	81,825
Totals	$ 130,952	$ 135,239	$ 140,038	$ 144,239	$ 148,566
ROAD & BRIDGE CIP FUND TOTALS	$ 8,155,153	$ 5,520,859	$ 6,784,348	$ 5,217,239	$ 5,971,566
Contingency - SBA Funds for Internal Loan	$ -	$ -	$ -	$ -	$ -
Contingency for Future Road Projects	500,299	826,420	680,252	1,102,206	917,137
Total Contingency	$ 500,299	$ 826,420	$ 680,252	$ 1,102,206	$ 917,137
SURPLUS/<DEFICIT>	$ (0)	$ (0)	$ (0)	$ (0)	$ (0)

* The SW District (2) Due on Sale Assessment Revenue will be invoiced annually by the City beginning November 2014 with the final billing on November 2023.

UNFUNDED PROJECTS

CITY OF PORT ST. LUCIE
PARKS IMPACT FEE CAPITAL IMPROVEMENT BUDGET - #305
FIVE YEAR PROJECTIONS
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Parks Impact Fee	$ 215,000	$ 217,150	$ 223,665	$ 234,848	$ 246,590
Budgeted Cash Carryforward	130,633	102,133	209,383	323,048	447,895
Interest Income	500	100	-	-	-
Totals	$ 346,133	$ 319,383	$ 433,048	$ 557,895	$ 694,485
EXPENDITURES:					
PARKS DEPARTMENT - #305-7210					
Community Park Marquee Signs	55,000	110,000	110,000	110,000	-
Camera Project at Lyngate Park	189,000	-	-	-	-
Totals	$ 244,000	$ 110,000	$ 110,000	$ 110,000	$ -
PARKS IMPACT FEE CIP FUND TOTALS	$ 244,000	$ 110,000	$ 110,000	$ 110,000	$ -
Contingency for Future Years	$ 102,133	$ 209,383	$ 323,048	$ 447,895	$ 694,485
SURPLUS/<DEFICIT>	$ -	$ -	$ -	$ 0	$ 0

Unfunded CIP Projects:

CITY OF PORT ST. LUCIE
PARKS MSTU CAPITAL IMPROVEMENT BUDGET - #307
FIVE YEAR PROJECTIONS
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Distribution of Ad Valorem Taxes from County	$ 1,450,000	$ 1,508,000	$ 1,568,320	$ 1,646,736	$ 1,712,605
Grant Revenue	-	-	-	-	-
Budgeted Cash Carryfoward	1,555,000	-	3,000	66,320	8,056
Interest Income	10,000	10,000	10,000	10,000	10,000
Totals	$ 3,015,000	$ 1,518,000	$ 1,581,320	$ 1,723,056	$ 1,730,661
EXPENDITURES:					
PARKS DEPARTMENT - #307-7210					
Torino Park-Permit Compliance and Monitoring	15,000	15,000	15,000	15,000	15,000
Purchase of Civic Center and Village Square	3,000,000	1,500,000	1,500,000	1,700,000	1,700,000
Totals	$ 3,015,000	$ 1,515,000	$ 1,515,000	$ 1,715,000	$ 1,715,000
PARKS MSTU CIP FUND TOTALS	$ 3,015,000	$ 1,515,000	$ 1,515,000	$ 1,715,000	$ 1,715,000
Contingency for Future Years	-	3,000	66,320	8,056	15,661
SURPLUS/<DEFICIT>	$ -	$ -	$ -	$ -	$ -

Civic Center Asset Purchase					
	15,268,531	12,268,531	10,768,531	9,268,531	7,568,531
	3,000,000	1,500,000	1,500,000	1,700,000	1,700,000 payments
	12,268,531	10,768,531	9,268,531	7,568,531	5,868,531

Unfunded Capital Requests:	
Torino Park	$ 13,000,000
Westmoreland Riverfront Park	3,360,000
Tradition Regional Park	27,500,000
Ravenswood Community Center Reconstruc	7,700,000
Veteran's Memorial Expansion Museum	2,800,000
Dreyfuss Lake/OL Peacock Sr. Park	788,000
Oak Hammock Park Expansion	1,300,000
Riverwalk Project South "Phase 1"	2,000,000
California Blvd. Community Park	2,780,000
Thornhill Lake Passive Park	450,000
Amphitheatre	2,875,000
McCarty Ranch Recreation Master Plan	300,000
Minsky Gym Building Expansion	2,875,000
Jessica Clinton Park Sports Lighting & Impr	700,000
Park Entrance Signs @ Neighborhood & Op	75,000
Community Center Expansion	4,175,000
Apache Neighborhood Park	750,000
Crosstown Fitness Trail	130,000
Cameo Dog Park	800,000
SW Neighborhood Park	3,000,000
BMX Sports Park	575,000

Skate Park		690,000
Winterlakes Park		400,000
Boat Docks at Veterans Park @ Rivergate		154,000
Sport Courts Resurfacing		150,000
Sportsman's West Track Rebuild		98,000
Total	$	79,425,000

CITY OF PORT ST. LUCIE
NEIGHBORHOOD IMPROVEMENT FUND - #309
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Recycling - Dis. Avoidance	$ 132,000	$ 132,000	$ 132,000	$ 132,000	$ 132,000
Single Stream Recycling Incentives	44,000	132,000	132,000	132,000	132,000
Interest Income	1,800	2,000	2,200	2,400	2,600
WastePro Additional Revenue	250,000	250,000	250,000	250,000	250,000
Budgeted Cash Carryforward	860,094	937,894	1,453,894	1,970,094	2,486,494
Totals	$ 1,287,894	$ 1,453,894	$ 1,970,094	$ 2,486,494	$ 3,003,094
EXPENDITURES:					
Operating Expense	$ 350,000	$ -	$ -	$ -	$ -
Fund Transfer	-	-	-	-	-
Totals	$ 350,000	$ -	$ -	$ -	$ -
Contingency for Future Years	$ 937,894	$ 1,453,894	$ 1,970,094	$ 2,486,494	$ 3,003,094
SURPLUS <DEFICIT>	$ -	$ -	$ -	$ -	$ -

CITY OF PORT ST. LUCIE
CROSSTOWN PARKWAY CAPITAL IMPROVEMENT BUDGET - #314
FY 2015-16

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
REVENUES:					
Bond Proceeds (Final Bond Issue)	$ 16,000,000	$ -	$ -	$ -	$ -
Grant - State & Federal Funding	81,077,014	-	-	-	-
Grant - Tiger	-	-	-	-	-
Budgeted Cash Carryforward - Crosstown Parkway Corridor	19,800,000	5,791,813	5,426,201	5,175,573	5,035,573
Interfund transfer from SAD Phase II #121	2,405,368	-	-	-	-
Interfund transfer from USA 3 #122	2,294,632	-	-	-	-
Interfund transfer from Debt Service Fund #214	7,000,000	-	-	-	-
Interest Income	60,000	20,000	10,000	-	-
Totals	$ 128,637,014	$ 5,811,813	$ 5,436,201	$ 5,175,573	$ 5,035,573
EXPENDITURES:					
OPERATIONS/ADMINISTRATION - PUBLIC WORKS - #314-4105					
Manth Lane to US 1 - Crosstown Parkway - Administrative Costs	$ 475,000	$ 20,000	$ 20,000	$ -	$ -
Manth Lane to US 1 - Crosstown Parkway - ROW Acquisition	26,409,589	-	-	-	-
Manth Lane to US 1 - Crosstown Parkway - Construction	87,595,000	-	-	-	-
Manth Lane to US 1 - Crosstown Parkway - CEI	8,000,000	-	-	-	-
Exotic Removal	140,000	140,000	140,000	140,000	140,000
Totals	$ 122,619,589	$ 160,000	$ 160,000	$ 140,000	$ 140,000
CROSSTOWN PARKWAY CIP FUND TOTALS	$ 122,619,589	$ 160,000	$ 160,000	$ 140,000	$ 140,000
Contingency for Crosstown Parkway	$ 5,791,813	$ 5,426,201	$ 5,175,573	$ 5,035,573	$ 4,895,573
Administrative Charges - Road and Bridge Fund - #104	100,628	100,628	100,628	-	-
Administrative Charges - General Fund - #001	124,984	124,984	-	-	-
Interfund Transfer to Road & Bridge #104 (bond debt pmts.)	-	-	-	-	-
Totals	$ 6,017,425	$ 5,651,813	$ 5,276,201	$ 5,035,573	$ 4,895,573
SURPLUS/<DEFICIT>	$ (0)	$ (0)	$ (0)	$ (0)	$ (0)

Construction costs are preliminary engineering estimates at this time.
Grant revenue is currently being applied for.

Five Year Work Plan- Expenditure for Maintenance, Repair and Renovation

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
HVAC	$3,471,026	$1,501,026	$1,501,026	$1,501,026	$1,501,026	$9,475,130
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Flooring	$115,662	$115,662	$115,662	$115,662	$115,662	$578,310
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Roofing	$361,000	$361,000	$361,000	$361,000	$361,000	$1,805,000

Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Safety to Life	$601,525	$601,525	$601,525	$601,525	$601,525	$3,007,625
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Fencing	$12,914	$12,914	$12,914	$12,914	$12,914	$64,570
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Parking	$0	$0	$0	$0	$0	$0

Locations:	No Locations for this expenditure.					
Electrical	$160,075	$160,075	$160,075	$160,075	$160,075	$800,375
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Fire Alarm	$208,513	$208,513	$208,513	$208,513	$208,513	$1,042,565
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Telephone/Intercom System	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000

Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Closed Circuit Television	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Paint	$15,289	$1,228,722	$881,917	$611,977	$611,977	$3,349,882
Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Maintenance/Repair	$815,761	$815,761	$815,761	$815,761	$815,761	$4,078,805

Locations:	AGRITECH FARM, Allapattah Flats K-8 School, BAYSHORE ELEMENTARY, CHESTER A MOORE ELEMENTARY SCHOOL, DALE CASSENS EDUCATIONAL COMPLEX, DAN MCCARTY SCHOOL, DISTRICT ADMINISTRATIVE COMPLEX, FAIRLAWN ELEMENTARY, FLORESTA ELEMENTARY, FOREST GROVE MIDDLE, FORT PIERCE CENTRAL HIGH SCHOOL, FORT PIERCE CENTRAL SENIOR HIGH, FORT PIERCE MAGNET SCHOOL OF THE ARTS, FORT PIERCE WESTWOOD SENIOR HIGH, FRANCES K SWEET ELEMENTARY, GARDEN CITY EARLY LEARNING ACADEMY, LAKEWOOD PARK ELEMENTARY, LAWNWOOD ELEMENTARY, LINCOLN PARK ACADEMY, MANATEE ACADEMY K-8, MARIPOSA ELEMENTARY, MEANS COURT ADMINISTRATIVE CENTER, MORNINGSIDE ELEMENTARY, NORTH TRANSPORTATION COMPLEX, NORTHPORT K-8 SCHOOL, OAK HAMMOCK K-8 SCHOOL, PARKWAY ELEMENTARY, PERFORMANCE BASED PREPARATORY ACADEMY, PORT SAINT LUCIE ELEMENTARY, PORT SAINT LUCIE SENIOR HIGH, RIVERS EDGE ELEMENTARY, SAINT LUCIE ELEMENTARY, SAINT LUCIE WEST CENTENNIAL SENIOR HIGH, SAINT LUCIE WEST K-8 SCHOOL, SAMUEL S. GAINES ACADEMY, SAVANNA RIDGE ELEMENTARY, SOUTH TRANSPORTATION & MAINTENANCE COMPLEX, SOUTHERN OAKS MIDDLE, SOUTHPORT MIDDLE, SUNRISE ALTERNATIVE, TREASURE COAST HIGH SCHOOL, VILLAGE GREEN ENVIRONMENTAL STUDIES, WEATHERBEE ELEMENTARY, WEST GATE K-8 SCHOOL, WHITE CITY ELEMENTARY, WINDMILL POINT ELEMENTARY					
Sub Total:	**$5,861,765**	**$5,105,198**	**$4,758,393**	**$4,488,453**	**$4,488,453**	**$24,702,262**

PECO Maintenance Expenditures	$729,612	$729,612	$729,612	$729,612	$729,612	$3,648,060
1.50 Mill Sub	$5,132,153	$4,375,586	$4,028,781	$3,758,841	$3,758,841	$21,054,202

No items have been specified.

Total:	**$5,861,765**	**$5,105,198**	**$4,758,393**	**$4,488,453**	**$4,488,453**	**$24,702,262**

Five Year Work Plan- Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$5,132,153	$4,375,586	$4,028,781	$3,758,841	$3,758,841	$21,054,202
Maintenance/Repair Salaries	$4,830,379	$4,830,379	$4,830,379	$4,830,379	$4,830,379	$24,151,895
School Bus Purchases	$3,281,742	$960,000	$0	$0	$0	$4,241,742
Other Vehicle Purchases	$100,000	$100,000	$0	$0	$0	$200,000
Capital Outlay Equipment	$4,550,005	$4,148,035	$4,148,035	$4,148,035	$4,148,035	$21,142,145
Rent/Lease Payments	$0	$0	$0	$0	$0	$0
COP Debt Service	$14,950,680	$14,950,680	$14,950,680	$14,950,680	$14,950,680	$74,753,400
Rent/Lease Relocatables	$0	$0	$0	$0	$0	$0
Environmental Problems	$219,781	$219,781	$219,781	$219,781	$219,781	$1,098,905
s.1011.14 Debt Service	$2,534,787	$2,534,787	$0	$0	$0	$5,069,574
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$0	$0	$0	$0	$0	$0
Qualified School Construction Bonds (QSCB)	$0	$0	$0	$0	$0	$0

Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
RAN Project Debt Service	$2,604,505	$2,604,505	$0	$0	$0	$5,209,010
	$38,204,032	**$34,723,753**	**$28,177,656**	**$27,907,716**	**$27,907,716**	**$156,920,873**

Five Year Work Plan- 1.50 Mill Revenue Source

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	Fund	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
(1) Non-exempt property assessed valuation		$18,176,136,407	$18,176,136,407	$18,176,136,407	$18,176,136,407	$18,176,136,407	$90,880,682,035
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	0.00	0.00	0.00	0.00	
*** 2(a) Additional discretionary millage for critical fixed capital outlay needs per s. 1011.71(3)(a)		0.00	0.00	0.00	0.00	0.00	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$30,535,909	$30,535,909	$30,535,909	$30,535,909	$30,535,909	$152,679,545
(4) Value of the portion of the 1.50-Mills ACTUALLY levied	370	$26,173,636	$0	$0	$0	$0	$26,173,636

(5) Difference of lines (3) and (4)		$4,362,273	$30,535,909	$30,535,909	$30,535,909	$30,535,909	$126,505,909

*** NOTE: Maximum additional levy is .25 mills. Enter ONLY if the additional millage is levied and is to be used for fixed capital outlay purposes. DO NOT enter the additional millage if it is levied for operations.

Five Year Work Plan- PECO Revenue Source

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	Fund	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
PECO New Construction	340	$0	$0	$0	$0	$0	$0
PECO Maintenance Expenditures		$729,612	$729,612	$729,612	$729,612	$729,612	$3,648,060
		$729,612	**$729,612**	**$729,612**	**$729,612**	**$729,612**	**$3,648,060**

Five Year Work Plan- CO & DS Revenue Source

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	Fund	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
CO & DS Cash Flow-through Distributed	360	$678,364	$678,364	$678,364	$678,364	$678,364	$3,391,820
CO & DS Interest on Undistributed CO	360	$9,900	$9,900	$9,900	$9,900	$9,900	$49,500
		$688,264	**$688,264**	**$688,264**	**$688,264**	**$688,264**	**$3,441,320**

Five Year Work Plan- Fair Share Revenue Source

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
PECO-Charter School Pass Thru (FAU Debt Service)	$1,151,621	$1,151,621	$1,151,621	$1,151,621	$1,151,621	$5,758,105
	$1,151,621	**$1,151,621**	**$1,151,621**	**$1,151,621**	**$1,151,621**	**$5,758,105**

Five Year Work Plan- Additional Revenue Source

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Item	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$0	$8	$0	$0	$0	$8
Proceeds from 1/2 cent sales surtax authorized by school board	$14,083,497	$14,083,497	$14,083,497	$14,083,497	$14,083,497	$70,417,485
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0

Proceeds from Certificates of Participation (COP's) Sale	$0	$0	$0	$0	$0	$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$943,383	$943,383	$943,383	$943,383	$943,383	$4,716,915
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$0	$0	$0	$0	$0	$0
Interest, Including Profit On Investment	$4,723	$4,723	$4,723	$4,723	$4,723	$23,615
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$6,647,797	$0	$0	$0	$0	$6,647,797

General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	($10,199,733)	($10,194,051)	($10,185,285)	($10,153,607)	($10,155,999)	($50,888,675)
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Intrafund Transfer for ran	$2,604,505	$2,604,505	$0	$0	$0	$5,209,010
	$14,084,172	**$7,442,065**	**$4,846,318**	**$4,877,996**	**$4,875,604**	**$36,126,155**

Five Year Work Plan- Capacity Tracking

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Location	2015 - 2016 Fiscal Year 1 Satisfactory Stu.	Actual 2015 - 2016 FISH Capacity	Actual 2014 - 2015 COFTE	# Class Rooms	Actual Average 2015 - 2016 Class Size	Actual 2015 - 2016 Utilization	New Stu. Capacity
AGRITECH FARM	0	0	0.00	0	0	0.00%	0
Allapattah Flats K-8 School	1,932	1,738	942.77	89	11	54.00%	0
BAYSHORE ELEMENTARY	891	891	681.76	47	15	77.00%	0
CHESTER A MOORE ELEMENTARY SCHOOL	805	805	656.38	44	15	82.00%	0
DALE CASSENS EDUCATIONAL COMPLEX	500	500	250.76	26	10	50.00%	0
DAN MCCARTY SCHOOL	1,400	1,260	584.28	66	9	46.00%	0
FAIRLAWN ELEMENTARY	713	713	629.52	38	17	88.00%	0
FLORESTA ELEMENTARY	741	741	625.52	40	16	84.00%	0
FOREST GROVE MIDDLE	1,379	1,241	849.00	58	15	68.00%	0
FORT PIERCE CENTRAL HIGH SCHOOL	2,583	2,453	2,507.70	110	23	102.00%	0

FORT PIERCE CENTRAL SENIOR HIGH	50	0	0.00	2	0	0.00%	0
FORT PIERCE MAGNET SCHOOL OF THE ARTS	497	447	426.31	24	18	95.00%	0
FORT PIERCE WESTWOOD SENIOR HIGH	1,880	1,786	1,109.08	80	14	62.00%	0
FRANCES K SWEET ELEMENTARY	777	777	613.16	40	15	79.00%	0
GARDEN CITY EARLY LEARNING ACADEMY	727	0	0.00	41	0	0.00%	0
LAKEWOOD PARK ELEMENTARY	961	961	659.73	50	13	69.00%	0
LAWNWOOD ELEMENTARY	825	825	715.66	46	16	87.00%	0
LINCOLN PARK ACADEMY	2,262	2,035	1,733.92	92	19	85.00%	0
MANATEE ACADEMY K-8	2,055	1,849	1,536.47	94	16	83.00%	0
MARIPOSA ELEMENTARY	1,002	1,002	724.20	54	13	72.00%	0
MORNINGSIDE ELEMENTARY	752	752	595.57	40	15	79.00%	0
NORTHPORT K-8 SCHOOL	1,835	1,651	1,195.35	83	14	72.00%	0
OAK HAMMOCK K-8 SCHOOL	1,875	1,687	1,511.73	87	17	90.00%	0
PARKWAY ELEMENTARY	775	775	534.68	41	13	69.00%	0

PERFORMANCE BASED PREPARATORY ACADEMY	305	228	121.60	13	9	53.00%	0
PORT SAINT LUCIE ELEMENTARY	328	0	0.00	16	0	0.00%	0
PORT SAINT LUCIE SENIOR HIGH	2,372	2,253	1,466.28	98	15	65.00%	0
RIVERS EDGE ELEMENTARY	890	890	676.36	48	14	76.00%	0
SAINT LUCIE ELEMENTARY	818	818	713.40	44	16	87.00%	0
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	2,838	2,696	2,325.30	112	21	86.00%	0
SAINT LUCIE WEST K-8 SCHOOL	2,040	1,836	1,418.93	91	16	77.00%	0
SAMUEL S. GAINES ACADEMY	1,833	1,649	1,192.67	86	14	72.00%	0
SAVANNA RIDGE ELEMENTARY	739	739	511.98	39	13	69.00%	0
SOUTHERN OAKS MIDDLE	1,283	1,154	902.16	53	17	78.00%	0
SOUTHPORT MIDDLE	1,328	1,195	797.46	56	14	67.00%	0
SUNRISE ALTERNATIVE	448	0	0.00	23	0	0.00%	0
TREASURE COAST HIGH SCHOOL	2,511	2,385	2,405.84	105	23	101.00%	300
VILLAGE GREEN ENVIRONMENTAL STUDIES	545	545	506.24	30	17	93.00%	0
WEATHERBEE ELEMENTARY	739	739	634.54	39	16	86.00%	0
WEST GATE K-8 SCHOOL	1,881	1,692	1,219.52	88	14	72.00%	0

WHITE CITY ELEMENTARY	641	641	536.01	34	16	84.00%	0
WINDMILL POINT ELEMENTARY	1,272	1,272	789.11	65	12	62.00%	0
	50,028	**45,621**	**35,300.95**	**2,332**	**15**	**77.38%**	**300**

The COFTE Projected Total (33,936) for 2019 - 2020 must match the Official Forecasted COFTE Total (33,486) for 2019 - 2020 before this secti
Total does not match the Balanced Projected COFTE Total should be filled out.

Projected COFTE for 2019	
Elemen	9,940
Middle	13,243
High (9-	10,304
	33,486

New Rooms to be Added/Removed	Projected 2019 - 2020 COFTE	Projected 2019 - 2020 Utilization	Projected 2019 - 2020 Class Size
0	0	0.00%	0
0	1,221	70.00%	14
0	722	81.00%	15
0	622	77.00%	14
0	159	32.00%	6
0	805	64.00%	12
0	608	85.00%	16
0	497	67.00%	12
0	755	61.00%	13
0	2,400	98.00%	22

0	0	0.00%	0
0	263	59.00%	11
0	885	50.00%	11
0	577	74.00%	14
0	0	0.00%	0
0	695	72.00%	14
0	571	69.00%	12
0	1,892	93.00%	21
0	1,527	83.00%	16
0	711	71.00%	13
0	504	67.00%	13
0	983	60.00%	12
0	1,539	91.00%	18
0	474	61.00%	12

0	136	60.00%	10
0	0	0.00%	0
0	1,729	77.00%	18
0	624	70.00%	13
0	672	82.00%	15
0	2,064	77.00%	18
0	1,559	85.00%	17
0	1,205	73.00%	14
0	492	67.00%	13
0	946	82.00%	18
0	998	84.00%	18
0	0	0.00%	0
12	2,118	79.00%	18
0	545	100.00%	18
0	0	0.00%	0
0	1,487	88.00%	17

0	0	0.00%	0
0	951	75.00%	15
12	**33,936**	**73.90%**	**14**

on can be completed. In the event that the COFTE Projected

Grade Level Type	Balanced Projected COFTE for [illegible]
Elementary (PK	-200
Middle (4-8)	-200
High (9-12)	-49
	33,487

Five Year Work Plan- Other Project Schedules

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Other - major renovations, remodel and additions (Section 2B).
A schedule of other capital outlay projects.Other - major renovations, remodel and additions (Section 2B).
A schedule of other capital outlay projects.

Project Description	Location	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
air handler (Gym, office, tech bld)	SOUTHPORT MIDDLE	$0	$0	$3,700,000	$0	$0	$3,700,000	No
Air Handler replacement	FOREST GROVE MIDDLE	$0	$3,700,000	$0	$0	$0	$3,700,000	No
New Ancillary Facility	Location not specified	$0	$5,000,000	$0	$0	$0	$5,000,000	No
Replace Roof	SOUTHERN OAKS MIDDLE	$0	$2,213,977	$0	$0	$0	$2,213,977	No
Buildings 1 & 2 Replace roof	LAWNWOOD ELEMENTARY	$0	$145,000	$0	$0	$0	$145,000	No
Replace roof blds1, 2, 5, 6, 7, 8, 9, 10	GARDEN CITY EARLY LEARNING ACADEMY	$0	$937,000	$0	$0	$0	$937,000	No
Replace Roof	PERFORMANCE BASED PREPARATORY ACADEMY	$0	$0	$326,000	$0	$0	$326,000	No

Replace Roof	SOUTH TRANSPORTATION & MAINTENANCE COMPLEX	$0	$0	$0	$2,117,000	$0	$2,117,000	No
Replace Roof	DALE CASSENS EDUCATIONAL COMPLEX	$0	$900,000	$0	$0	$0	$900,000	No
Weatherproofing	LINCOLN PARK ACADEMY	$0	$1	$0	$0	$0	$1	No
Painting Admin, Oak Hammock, Savanna Ridge	Location not specified	$209,500	$0	$0	$0	$0	$209,500	No
Painting Delaware,, FGMS, Greentech, CAME, LWE, Manatee K-	Location not specified	$497,933	$0	$0	$0	$0	$497,933	No
Painting Delaware, FGMS, SLWCHS, SLWk-8, WBE	Location not specified	$506,000	$0	$0	$0	$0	$506,000	No
Replace Roof	NORTHPORT K-8 SCHOOL	$0	$0	$0	$0	$2,917,000	$2,917,000	No
New Chiller and TES	DISTRICT ADMINISTRATIVE COMPLEX	$1,600,000	$0	$0	$0	$0	$1,600,000	Yes
HVAC controls and Energy upgrades	Allapattah Flats K-8 School	$370,000	$0	$0	$0	$0	$370,000	Yes
		$3,183,433	**$12,895,978**	**$4,026,000**	**$2,117,000**	**$2,917,000**	**$25,139,411**	

Five Year Work Plan- Additional Project Schedules

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Additional projects (not identified in the last approved Educational Facilities Survey).

Project Description	Location	Number of Classrooms	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
Project description not specified	Location not specified		$0	$0	$0	$0	$0	$0	No
			$0	**$0**	**$0**	**$0**	**$0**	**$0**	

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years (Section 18C).

No projects meet this criteria.

Five Year Work Plan- Capacity Project Schedules

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Planned Cost:						
Student Stations:						
Total Classrooms:						
Gross Sq Ft:						

Five Year Work Plan- Charter Schools Tracking

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Location Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2019 - 2020
Imagine Nau Charter	36	LEASE RENT	2008	743	687	10	743
Renaissance Charter School of St. Lucie	70	LEASE RENT	2009	1,290	1,220	10	1,290
Renaissance Tradition	75	LEASE RENT	2013	1,504	775	5	1,504
College Preparatory Academy	12	LEASE RENT	2012	300	225	5	300
	193			**3,837**	**2,907**		**3,837**

Five Year Work Plan- Relocatable Replacement

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Location	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	Year 5 Total
AGRITECH FARM	0	0	0	0	0	0
Allapattah Flats K-8 School	0	0	0	0	0	0
BAYSHORE ELEMENTARY	0	0	0	0	0	0
CHESTER A MOORE ELEMENTARY SCHOOL	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	0	0	0	0	0	0
DAN MCCARTY SCHOOL	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	0	0	0	0	0	0
FLORESTA ELEMENTARY	0	0	0	0	0	0
FOREST GROVE MIDDLE	0	0	0	0	0	0
FORT PIERCE CENTRAL HIGH SCHOOL	0	0	0	0	0	0
FORT PIERCE CENTRAL SENIOR HIGH	0	0	0	0	0	0
FORT PIERCE MAGNET SCHOOL OF THE ARTS	0	0	0	0	0	0
FORT PIERCE WESTWOOD SENIOR HIGH	0	0	0	0	0	0
FRANCES K SWEET ELEMENTARY	0	0	0	0	0	0
GARDEN CITY EARLY LEARNING ACADEMY	0	0	0	0	0	0
LAKEWOOD PARK ELEMENTARY	0	0	0	0	0	0
LAWNWOOD ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ACADEMY	0	0	0	0	0	0
MANATEE ACADEMY K-8	0	0	0	0	0	0
MARIPOSA ELEMENTARY	0	0	0	0	0	0

MORNINGSIDE ELEMENTARY	0	0	0	0	0	0
NORTHPORT K-8 SCHOOL	0	0	0	0	0	0
OAK HAMMOCK K-8 SCHOOL	0	0	0	0	0	0
PARKWAY ELEMENTARY	0	0	0	0	0	0
PERFORMANCE BASED PREPARATORY ACADEMY	0	0	0	0	0	0
PORT SAINT LUCIE ELEMENTARY	0	0	0	0	0	0
PORT SAINT LUCIE SENIOR HIGH	0	0	0	0	0	0
RIVERS EDGE ELEMENTARY	0	0	0	0	0	0
SAINT LUCIE ELEMENTARY	0	0	0	0	0	0
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	0	0	0	0	0	0
SAINT LUCIE WEST K-8 SCHOOL	0	0	0	0	0	0
SAMUEL S. GAINES ACADEMY	0	0	0	0	0	0
SAVANNA RIDGE ELEMENTARY	0	0	0	0	0	0
SOUTHERN OAKS MIDDLE	0	0	0	0	0	0
SOUTHPORT MIDDLE	0	0	0	0	0	0
SUNRISE ALTERNATIVE	0	0	0	0	0	0
TREASURE COAST HIGH SCHOOL	0	0	0	0	0	0
VILLAGE GREEN ENVIRONMENTAL STUDIES	0	0	0	0	0	0
WEATHERBEE ELEMENTARY	0	0	0	0	0	0
WEST GATE K-8 SCHOOL	0	0	0	0	0	0
WHITE CITY ELEMENTARY	0	0	0	0	0	0
WINDMILL POINT ELEMENTARY	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**

Five Year Work Plan- Special Purpose Classrooms Tracking

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

List the number of classrooms and type at each school you do not intend to use or do not project will be needed for educational purposes (Section 3B).

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Co-Teaching
AGRITECH FARM	Educational	0	0	0	0	0	0
Allapattah Flats K-8 School	Educational	0	0	0	0	0	0
BAYSHORE ELEMENTARY	Educational	3	3	3	3	3	15
CHESTER A MOORE ELEMENTARY SCHOOL	Educational	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	Educational	0	0	0	0	0	0
DAN MCCARTY SCHOOL	Educational	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	Educational	0	0	0	0	0	0
FLORESTA ELEMENTARY	Educational	0	0	0	0	0	0
FOREST GROVE MIDDLE	Educational	0	0	0	0	0	0
FORT PIERCE CENTRAL HIGH SCHOOL	Educational	0	0	0	0	0	0

FORT PIERCE CENTRAL SENIOR HIGH	Educational	0	0	0	0	0	0
FORT PIERCE MAGNET SCHOOL OF THE ARTS	Educational	0	0	0	0	0	0
FORT PIERCE WESTWOOD SENIOR HIGH	Educational	0	0	0	0	0	0
FRANCES K SWEET ELEMENTARY	Educational	0	0	0	0	0	0
GARDEN CITY EARLY LEARNING ACADEMY	Educational	0	0	0	0	0	0
LAKEWOOD PARK ELEMENTARY	Educational	0	0	0	0	0	0
LAWNWOOD ELEMENTARY	Educational	0	0	0	0	0	0
LINCOLN PARK ACADEMY	Educational	0	0	0	0	0	0
MANATEE ACADEMY K-8	Educational	0	0	0	0	0	0
MARIPOSA ELEMENTARY	Educational	0	0	0	0	0	0
MORNINGSIDE ELEMENTARY	Educational	0	0	0	0	0	0
NORTHPORT K-8 SCHOOL	Educational	0	0	0	0	0	0
OAK HAMMOCK K-8 SCHOOL	Educational	4	4	4	4	4	20
PARKWAY ELEMENTARY	Educational	0	0	0	0	0	0

PERFORMANCE BASED PREPARATORY ACADEMY	Educational	0	0	0	0	0	0
PORT SAINT LUCIE ELEMENTARY	Educational	0	0	0	0	0	0
PORT SAINT LUCIE SENIOR HIGH	Educational	0	0	0	0	0	0
RIVERS EDGE ELEMENTARY	Educational	0	0	0	0	0	0
SAINT LUCIE ELEMENTARY	Educational	0	0	0	0	0	0
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	Educational	0	0	0	0	0	0
SAINT LUCIE WEST K-8 SCHOOL	Educational	0	0	0	0	0	0
SAMUEL S. GAINES ACADEMY	Educational	0	0	0	0	0	0
SAVANNA RIDGE ELEMENTARY	Educational	0	0	0	0	0	0
SOUTHERN OAKS MIDDLE	Educational	0	0	0	0	0	0
SOUTHPORT MIDDLE	Educational	0	0	0	0	0	0
SUNRISE ALTERNATIVE	Educational	0	0	0	0	0	0
TREASURE COAST HIGH SCHOOL	Educational	0	0	0	0	0	0
VILLAGE GREEN ENVIRONMENTAL STUDIES	Educational	0	0	0	0	0	0
WEATHERBEE ELEMENTARY	Educational	0	0	0	0	0	0
WEST GATE K-8 SCHOOL	Educational	0	0	0	0	0	0

WHITE CITY ELEMENTARY	Educational	0	0	0	0	0	0
WINDMILL POINT ELEMENTARY	Educational	3	3	3	3	3	15
		10	**10**	**10**	**10**	**10**	**50**

List the number of co-teaching classrooms and type at each school you intend to use for educational purposes in 2007-08. Not open plan or team teaching classrooms (Section 3C)

School	School Type	# of Elementary K-8 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
AGRITECH FARM	Co-Teaching	0	0	0	0	0	0
Allapattah Flats K-8 School	Co-Teaching	0	0	0	0	0	0
BAYSHORE ELEMENTARY	Co-Teaching	3	0	0	0	0	3
CHESTER A MOORE ELEMENTARY SCHOOL	Co-Teaching	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	Co-Teaching	0	0	0	0	0	0
DAN MCCARTY SCHOOL	Co-Teaching	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	Co-Teaching	0	0	0	0	0	0
FLORESTA ELEMENTARY	Co-Teaching	0	0	0	0	0	0
FOREST GROVE MIDDLE	Co-Teaching	0	0	0	0	0	0
FORT PIERCE CENTRAL HIGH SCHOOL	Co-Teaching	0	0	0	0	0	0

FORT PIERCE CENTRAL SENIOR HIGH	Co-Teaching	0	0	0	0	0	0
FORT PIERCE MAGNET SCHOOL OF THE ARTS	Co-Teaching	0	0	0	0	0	0
FORT PIERCE WESTWOOD SENIOR HIGH	Co-Teaching	0	0	0	0	0	0
FRANCES K SWEET ELEMENTARY	Co-Teaching	0	0	0	0	0	0
GARDEN CITY EARLY LEARNING ACADEMY	Co-Teaching	0	0	0	0	0	0
LAKEWOOD PARK ELEMENTARY	Co-Teaching	0	0	0	0	0	0
LAWNWOOD ELEMENTARY	Co-Teaching	0	0	0	0	0	0
LINCOLN PARK ACADEMY	Co-Teaching	0	0	0	0	0	0
MANATEE ACADEMY K-8	Co-Teaching	0	0	0	0	0	0
MARIPOSA ELEMENTARY	Co-Teaching	0	0	0	0	0	0
MORNINGSIDE ELEMENTARY	Co-Teaching	0	0	0	0	0	0
NORTHPORT K-8 SCHOOL	Co-Teaching	0	0	0	0	0	0
OAK HAMMOCK K-8 SCHOOL	Co-Teaching	4	1	0	0	0	5
PARKWAY ELEMENTARY	Co-Teaching	0	0	0	0	0	0

PERFORMANCE BASED PREPARATORY ACADEMY	Co-Teaching	0	0	0	0	0	0
PORT SAINT LUCIE ELEMENTARY	Co-Teaching	0	0	0	0	0	0
PORT SAINT LUCIE SENIOR HIGH	Co-Teaching	0	0	0	0	0	0
RIVERS EDGE ELEMENTARY	Co-Teaching	0	0	0	0	0	0
SAINT LUCIE ELEMENTARY	Co-Teaching	0	0	0	0	0	0
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	Co-Teaching	0	0	0	0	0	0
SAINT LUCIE WEST K-8 SCHOOL	Co-Teaching	0	0	0	0	0	0
SAMUEL S. GAINES ACADEMY	Co-Teaching	0	0	0	0	0	0
SAVANNA RIDGE ELEMENTARY	Co-Teaching	0	0	0	0	0	0
SOUTHERN OAKS MIDDLE	Co-Teaching	0	0	0	0	0	0
SOUTHPORT MIDDLE	Co-Teaching	0	0	0	0	0	0
SUNRISE ALTERNATIVE	Co-Teaching	0	0	0	0	0	0
TREASURE COAST HIGH SCHOOL	Co-Teaching	0	0	0	0	0	0
VILLAGE GREEN ENVIRONMENTAL STUDIES	Co-Teaching	0	0	0	0	0	0
WEATHERBEE ELEMENTARY	Co-Teaching	0	0	0	0	0	0
WEST GATE K-8 SCHOOL	Co-Teaching	3	1	0	0	0	4

WHITE CITY ELEMENTARY	Co-Teaching	0	0	0	0	0	0
WINDMILL POINT ELEMENTARY	Co-Teaching	0	0	0	0	0	0
		10	**2**	**0**	**0**	**0**	**12**

Five Year Work Plan- Relocatable Student Stations

2015 - 2016 ST LUCIE COUNTY SCHOOL DISTRICT

2/11/2016

Site	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	5 Year Average
AGRITECH FARM	0	0	0	0	0	0
Allapattah Flats K-8 School	0	0	0	0	0	0
BAYSHORE ELEMENTARY	0	0	0	0	0	0
CHESTER A MOORE ELEMENTARY SCHOOL	0	0	0	0	0	0
DALE CASSENS EDUCATIONAL COMPLEX	97	119	119	119	119	115
DAN MCCARTY SCHOOL	0	0	0	0	0	0
FAIRLAWN ELEMENTARY	0	0	0	0	0	0
FLORESTA ELEMENTARY	166	166	166	166	166	166
FOREST GROVE MIDDLE	308	308	308	308	308	308
FORT PIERCE CENTRAL HIGH SCHOOL	0	0	0	0	0	0
FORT PIERCE CENTRAL SENIOR HIGH	50	50	50	50	50	50
FORT PIERCE MAGNET SCHOOL OF THE ARTS	0	0	0	0	0	0
FORT PIERCE WESTWOOD SENIOR HIGH	92	92	92	92	92	92
FRANCES K SWEET ELEMENTARY	0	0	0	0	0	0
GARDEN CITY EARLY LEARNING ACADEMY	0	0	0	0	0	0
LAKEWOOD PARK ELEMENTARY	18	18	18	18	18	18
LAWNWOOD ELEMENTARY	18	18	18	18	18	18
LINCOLN PARK ACADEMY	0	0	0	0	0	0
MANATEE ACADEMY K-8	0	0	0	0	0	0
MARIPOSA ELEMENTARY	0	0	0	0	0	0

MORNINGSIDE ELEMENTARY	191	191	191	191	191	191
NORTHPORT K-8 SCHOOL	22	22	22	22	22	22
OAK HAMMOCK K-8 SCHOOL	0	0	0	0	0	0
PARKWAY ELEMENTARY	22	22	22	22	22	22
PERFORMANCE BASED PREPARATORY ACADEMY	89	0	0	0	0	18
PORT SAINT LUCIE ELEMENTARY	108	108	108	108	108	108
PORT SAINT LUCIE SENIOR HIGH	0	0	0	0	0	0
RIVERS EDGE ELEMENTARY	162	162	162	162	162	162
SAINT LUCIE ELEMENTARY	62	62	62	62	62	62
SAINT LUCIE WEST CENTENNIAL SENIOR HIGH	19	19	19	19	19	19
SAINT LUCIE WEST K-8 SCHOOL	0	0	0	0	0	0
SAMUEL S. GAINES ACADEMY	0	0	0	0	0	0
SAVANNA RIDGE ELEMENTARY	0	0	0	0	0	0
SOUTHERN OAKS MIDDLE	135	135	135	135	135	135
SOUTHPORT MIDDLE	220	220	220	220	220	220
SUNRISE ALTERNATIVE	0	0	0	0	0	0
TREASURE COAST HIGH SCHOOL	0	0	0	0	0	0
VILLAGE GREEN ENVIRONMENTAL STUDIES	22	22	22	22	22	22
WEATHERBEE ELEMENTARY	0	0	0	0	0	0
WEST GATE K-8 SCHOOL	0	0	0	0	0	0
WHITE CITY ELEMENTARY	184	184	184	184	184	184
WINDMILL POINT ELEMENTARY	0	0	0	0	0	0

Totals for ST LUCIE COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**1,985**	**1,918**	**1,918**	**1,918**	**1,918**	**1,931**

Total number of COFTE students projected by year.	34,909	34,550	34,134	33,759	33,486	34,168
Percent in relocatables by year.	6.%	6.%	6.%	6.%	6.%	6.%

CITY OF PORT ST. LUCIE
GENERAL & ENTERPRISE LONG TERM DEBT

Governmental Activities Debt:

$5,860,000 Certificate of Participation, Florida Master Lease Project, Series 2004 (Public Buildings Project) – obligations of the Port St. Lucie Governmental Finance Corporation which are payable from the limited and special obligation of the City to make rent payments on the multiple public buildings subject to annual appropriation, due in annual principal installments ranging from $90,000 to $395,000 plus interest semiannually at a rate ranging from 4.125% to 4.25% through September 2023. Due to the early call of certain bonds, no principal payment is due until September 2020. Proceeds used to finance the construction of a police building, animal shelter, and administration complex.

$45,600,000 Refunding Certificates of Participation, Series 2008 – obligations of the Port St. Lucie Governmental Finance Corporation which are payable from the limited and special obligation of the City to make rent payments on the multiple public buildings subject to annual appropriation, due in annual principal installments ranging from $1,845,000 to $3,865,000 plus interest semiannually at a rate ranging from 4.0% to 6.25% through September 2027. Proceeds were used to refund the $44,560,000 Certificates of Participation, Series 2007, which were issued for construction and improvements related to the medical research facility area of the City.

$11,870,000 Redevelopment Trust Fund Revenue Bonds, Series 2004 – payable from and collateralized by a lien upon and pledge of the net tax increment revenues generated in the Community Redevelopment Area, due in annual principal installments ranging from $605,000 to $915,000 plus interest semiannually at a rate ranging from 3.5% to 5.0% through January 2023. Proceeds used to finance infrastructure improvements in the CRA.

$46,450,000 Redevelopment Trust Fund Revenue Bonds, Series 2006 – payable from and collateralized by a lien upon and pledge of the net tax increment revenues generated in the Community Redevelopment Area, due in annual principal installments ranging from $1,300,000 to $6,285,000 plus interest semiannually at a rate ranging from 3.904% to 5.0% through January 2026. To finance property acquisition and construction related to the Civic Center located within the Community Redevelopment Area.

$49,285,000 General Obligation Bonds, Series 2005 – due in annual principal installments ranging from $745,000 to $3,140,000 plus interest ranging from 4.0% to 5.0% through July 2035. Proceeds used to finance a portion of the construction of the Cross Town Parkway.

$44,545,000 General Obligation Bonds, Series 2006 – due in annual principal installments ranging from $735,000 to $3,155,000 plus interest semiannually at a rate ranging from 4.25% to 5.0% through July 2035. To finance additional phase of Cross Town Parkway.

$5,015,000 Sales Tax Refunding Bonds, Series 2008 – payable from and collateralized by a lien upon and a pledge of the state shared sales tax revenues, due in annual principal installments

Source: City of Port St Lucie FY 2015 Comprehensive Annual Financial Report

ranging from $730,000 to $955,000 plus interest ranging from 3.5% to 4.0% through September 2017. Proceeds were used to refund the balance of the outstanding 1998 Sales Tax Refunding and Improvement Revenue Bonds.

$13,915,000 Sales Tax Refunding Revenue Bonds, Series 2011 – payable from and collateralized by a lien upon and a pledge of the state shared Sales Tax Revenues, due in annual principal installments ranging from $640,000 to $2,070,000 plus interest ranging from 2.0% to 5.0% through September 2023. Proceeds used to refund a majority portion of the $20,000,000 Sales Tax Improvement Revenue Bonds, Series 2003, which proceeds were used for roadway improvements.

$74,740,000 General Obligation Bonds and Refunding Bonds, Series 2014 – due in annual principal installments ranging from $505,000 to $5,155,000 plus semiannual interest at a rate ranging from 1.5% to 5.0%. Proceeds used to provide $36,000,000 of project funds for the Crosstown Parkway project and to advance refund $29,505,000 of the General Obligation Bonds, Series 2005, and $12,510,000 of the General Obligation Bonds, Series 2006.

$33,300,000 Public Service Tax Revenue Bonds, Series 2014A &2014B - payable from and collateralized by a lien upon and a pledge of the public service tax revenues, due in annual principal installments ranging from $760,000 to $2,170,000 plus interest semiannually at a rate ranging from 2.611% to 5.0%. Proceeds used to refund the $39,900,000 Lease Revenue bonds, Series 2010A & 2010B.

Special Assessment Debt with Government Commitment:

$7,880,000 Special Assessment District Bonds, Series 2002B – Tax Exempt; Series 2002B – Taxable (River Point Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from $355,000 to $595,000 plus interest ranging from 4.4% to 4.75% through January 2023. Due to the early call of certain bonds, no principal payments are due until January 2020. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment. Proceeds used for infrastructure improvements.

$9,500,000 Special Assessment Bonds, Series 2003C (Glassman Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from $480,000 to $835,000 plus interest at a rate of 6.75% through July 2023. Due to the early call of certain bonds, no principal payments are due until July 2019. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment. Proceeds used for infrastructure improvements.

$10,350,000 Special Assessment Bonds, Series 2003D (East Lake Village Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from $200,000 to $775,000 plus interest ranging from 4.25% to 4.625% through July 2023. Due to the early call of certain bonds, no principal payments are due until July 2016. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

$18,725,000 Special Assessment District Bonds, Series 2005A – (St. Lucie Land Holdings Special

Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from $700,000 to $1,365,000 plus interest ranging from 3.75% to 4.625% through July 2027. Due to the early call of certain bonds, no principal payments are due until July 2017. Proceeds used to finance a portion of the cost of acquisition and improvements of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the SAD. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

$4,765,000 Special Assessment District Bonds, Series 2005B – (Utility Service Area 9 – Water and Wastewater Expansion Project) – payable from assessments levied on subject properties within the service area, due in annual principal installments beginning in 2018, ranging from $105,000 to $345,000 plus interest ranging from 4.125% to 4.5% through July 2025. Due to the early call of certain bonds, no principal payments are due until July 2020. Proceeds used for water and wastewater system expansion within the SAD. The City has a secondary obligation to budget sufficient net income of the Utility System to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

$6,635,000 Combined Special Assessment District Bonds, Series 2007A – (Peacock and Lowry Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from $175,000 to $525,000 plus interest semiannually at a rate of 5.35% through July 2027. Due to the early call of certain bonds, no principal payments are due until July 2023. Proceeds used for the construction of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the SAD.

$155,840,000 Combined Special Assessment District Bonds, Series 2007B – (Southwest Annexation Special Assessment District) – payable from and secured by a lien upon Southwest pledged revenues, due in annual principal installments ranging from $2,420,000 to $9,735,000 plus interest semiannually ranging from 4.0% to 5.0% through July 2040. Due to the early call of certain bonds, no principal payments are due until July 2017. Proceeds used for the construction of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the SAD. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

$31,360,000 Special Assessment Refunding Bonds, Series 2008A – (City Center Special Assessment District) – payable from and secured by a lien upon and pledge of the City's covenant to budget and appropriate non-ad valorem revenues sufficient to meet current debt service, due in annual principal installments ranging from $660,000 to $2,400,000 plus interest semiannually ranging from 4.0% to 6.5% through July 2035. Proceeds used to refund the $25,185,000 Special Assessment District Bonds, Series 2006A, which had been issued for the construction of roadway and drainage system additions, improvements and extensions and the potable water distribution and wastewater collection system within the City Center SAD. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment.

$20,665,000 Water and Sewer Special Assessment Refunding Bonds, Series 2011B (Utilities Service

Area 5, 6 & 7A) – payable from assessments levied on subject properties within the service area, due in annual principal installments ranging from $1,230,000 to $2,330,000 plus interest ranging from 1.5% to 3.25% through September 2021. Due to the early call of certain bonds, no principal payments are due until September 2016. The City has a secondary obligation to budget sufficient net revenues of the Utility System to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming payment. Proceeds were used to refund the balance of the outstanding $54,390,000 Special Assessment Bonds, Series 2001D (Utilities Services Area 5, 6 & 7A).

$15,130,000 Special Assessment Refunding Bonds, Series 2012A – Tax Exempt (Tesoro Special Assessment District) – payable from assessments levied on subject properties within the assessment area, due in annual principal installments ranging from $2,080,000 to $2,260,000 plus interest of 2.250% through January 2019. The City has a secondary obligation to budget sufficient Non-Ad Valorem Revenues to cover the annual debt service requirements if the amounts within the fund are not available to meet the coming debt service payment. Proceeds were used to refund the balance of the outstanding $31,245,000 Special Assessment Bonds, Series 2003B (Tesoro Special Assessment District).

Source: City of Port St Lucie FY 2015 Comprehensive Annual Financial Report

Long-term debt service requirements for each of the years subsequent to September 30, 2015 are:

September 30,	Total Principal	Total Interest	Total
2016	$ 10,665,000	$ 21,253,540	$ 31,918,540
2017	15,015,000	20,825,115	35,840,115
2018	17,075,000	20,242,022	37,317,022
2019	18,840,000	19,565,378	38,405,378
2020	21,670,000	18,761,728	40,431,728
2021	24,710,000	17,710,999	42,420,999
2022	23,635,000	16,516,517	40,151,517
2023	24,820,000	16,327,847	41,147,847
2024	22,285,000	14,048,560	36,333,560
2025	23,560,000	12,911,753	36,471,753
2026	24,390,000	11,722,819	36,112,819
2027	19,035,000	10,664,970	29,699,970
2028	14,155,000	9,685,700	23,840,700
2029	14,855,000	8,991,405	23,846,405
2030	15,620,000	8,245,468	23,865,468
2031	16,410,000	7,463,110	23,873,110
2032	17,230,000	6,652,115	23,882,115
2033	18,095,000	5,799,637	23,894,637
2034	19,025,000	4,889,412	23,914,412
2035	20,000,000	3,930,570	23,930,570
2036	9,540,000	2,918,098	12,458,098
2037	10,015,000	2,449,220	12,464,220
2038	10,520,000	1,956,887	12,476,887
2039	11,050,000	1,439,640	12,489,640
2040	11,600,000	896,219	12,496,219
2041	1,965,000	314,784	2,279,784
2042	2,065,000	215,016	2,280,016
2043	2,170,000	110,174	2,280,174
	$ 440,015,000	$ 266,508,703	$ 706,523,703

Source: City of Port St Lucie FY 2015 Comprehensive Annual Financial Report

Business-Type Activity Debt:

The Stormwater Utility Revenue Bonds are collateralized by a lien upon and a pledge of the stormwater revenues derived from the operation of the stormwater utility system, the franchise revenues derived from the electric franchise fees collected from Florida Power & Light Company, and income earned on bond related investment accounts.

$36,000,000 Stormwater Utility Revenue Bonds, Taxable Series 2010 A & B – comprised of the Taxable Series 2010A (Build America Bonds – Direct Payment) for $26,895,000 and the Taxable Series 2010B (Recovery Zone Economic Development Bonds) – due in annual principal and sinking fund installments of $1,285,000 to $3,630,000, plus interest of 7.376% on Series A subject to a 35% subsidy and 6.516% and 7.176% on Series B subject to a 45% subsidy. Principal payments begin May 2024.

$11,325,000 Stormwater Utility Refunding Revenue Bonds, Series 2011 – due in annual principal installments of $320,000 to $1,325,000, plus interest ranging from 2% - 5% through May 2023. The proceeds of this issue were used to advance refund $11,610,000 of the outstanding balance of the Series 2002 Stormwater Bonds, which were issued to provide funds for the payment of a lawsuit relating to the City's stormwater collection and drainage system.

The Utility System Revenue Bonds are payable solely from and secured by a lien upon and pledge of the net revenues derived from the operation of the water and sewer system and the Capital Facilities Charges (limited to the debt service component) of the Utility System.

$52,654,418 Utility System Revenue Bonds, Series 2001 - due in annual principal installments of $970,704 to $1,248,458 plus interest semiannually ranging from 4.94% to 5.32% through September 2016; all remaining bonds are of the capital appreciation series.

$51,645,000 Utility System Refunding Revenue Bonds, Series 2004A - due in annual principal installments of $495,000 to $12,155,000 plus interest semiannually ranging from 4.375% to 5.00% through September 2031. Principal payments begin September, 2017.

$78,435,000 Utility System Revenue Bonds, Series 2006 – due in annual principal installments of $1,685,000 to $27,385,000 plus interest semiannually of ranging from 4.5% to 5.063% through September 2036.

$35,197,230 Utility System Refunding Revenue Bonds, Series 2006A – due in annual principal installments of $715,000 to $5,186,344 plus interest semiannually of ranging from 4.0% to 5.0% through September 2033. Principal payments begin September 2017.

$119,445,000 Utility System Refunding Revenue Bonds, Series 2007 – due in annual principal installments of $670,000 to $10,675,000 plus interest semiannually ranging from 4.0% to 5.25% through September 2027.

$110,200,000 Utility System Refunding Revenue Bonds, Series 2009 – due in annual principal installments beginning in 2013, ranging from $1,645,000 to $16,570,000 plus interest semiannually ranging from 4.125% to 5.25% through September 2035.

Source: City of Port St Lucie FY 2015 Comprehensive Annual Financial Report

$21,375,000 Utility System Refunding Revenue Bonds, Series 2012 – due in annual principal installments beginning in 2016, ranging from $770,000 to $3,300,000 plus interest semiannually ranging from 3.75% to 5.00% through September 2029.

$29,585,000 Utility System Refunding Revenue Bonds, Series 2014 – due in annual principal installments beginning in 2020, ranging from $1,265,000 to $5,155,000 plus interest semiannually of 5.00% through September 2023. The Series 2014 Bonds were issued in November 2014 to refudn $7,190,000 of Series 2003 Bonds, $12,260,000 of Series 2004 Bonds and $16,460,000 of Series 2006 Bonds. The refunding resulted in a future cash flow savings of $2,995,934 and a net present value savings of $1,952,327. The economic loss of $1,417,520 will be amortized over 20 years.

Long-term debt service requirements for each of the years subsequent to September 30, 2015 are:

September 30,	Total Principal	Total Interest	Total
2016	$ 11,830,704	$ 23,555,389	$ 35,386,093
2017	14,650,000	21,840,293	36,490,293
2018	15,345,000	21,126,212	36,471,212
2019	16,070,000	20,374,093	36,444,093
2020	16,685,000	19,566,299	36,251,299
2021	17,495,000	18,716,899	36,211,899
2022	18,345,000	17,854,124	36,199,124
2023	19,210,000	16,959,374	36,169,374
2024	20,090,000	16,011,918	36,101,918
2025	21,085,000	14,983,200	36,068,200
2026	22,120,000	13,902,918	36,022,918
2027	25,025,000	12,759,298	37,784,298
2028	24,550,000	11,447,632	35,997,632
2029	25,670,000	10,183,902	35,853,902
2030	26,870,000	8,902,919	35,772,919
2031	28,255,000	7,511,537	35,766,537
2032	18,551,344	17,725,866	36,277,210
2033	13,905,886	17,240,603	31,146,489
2034	23,150,000	4,802,734	27,952,734
2035	22,700,000	3,563,371	26,263,371
2036	30,315,000	2,351,506	32,666,506
2037	3,145,000	749,033	3,894,033
2038	3,380,000	517,058	3,897,058
2039	3,630,000	267,749	3,897,749
	$ 442,072,934	$ 302,913,927	$ 744,986,861

Source: City of Port St Lucie FY 2015 Comprehensive Annual Financial Report

Refunded Debt

Refunding provides for an irrevocable deposit with an escrow agent of sufficient funds to pay principal and interest, when due, on the refunded bonds to the earliest call date. These obligations are no longer considered a liability of the City. The City has the following refunded debt issues.

Issue	Series	Date Refunded	Outstanding as of Refund Date	Outstanding as of 9/30/2015
City Center Special Assessment District Bonds	2006A	12/3/2008	$ 24,330,000	$ 17,405,000
General Obligation Bonds	2006	4/3/2014	$ 12,510,000	$ 12,510,000
Utility System Revenue Bonds	2006	11/13/2014	$ 16,460,000	$ 14,540,000

In November 2014, the City issued the Utility System Refunding Revenue Bonds, Series 2014 to (i) refund on a current basis the Series 2003 Term Bonds maturing on September 1, 2031, in the amount of $7,190,000 and (ii) refund on a current basis the Series 2004 Bonds maturing on September 1, 2015 and the Term Bonds maturing on September 1, 2029 and September 1, 2034, in the amount of $12,260,000 and (iii) refund on an advance basis the Series 2006 Bonds maturing on September 1, 2015, September 1, 2016: September 1. 2020 through and including September 1, 2023, and the Term Bonds maturing on September 1, 2026 in the total amount of $16,460,000. The transaction resulted in an accounting loss of $1,417,520. The refunding resulted in a future cash flow savings of $2,995,934 and a net present value savings of $1,952,327. The City advance refunded the issue to reduce its annual debt service requirements.

Source: City of Port St Lucie FY 2015 Comprehensive Annual Financial Report

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Edwin M. Fry, Jr., Finance Director/City Treasurer

Agenda Item: Resolution: Resolution 16-R23 - Public Service Tax Refunding Revenue Bonds, Series 2016

Submittal Date: 4/1/2016

STRATEGIC PLAN LINK: Maintain a fiscally responsible level of debt.

BACKGROUND:

In 2004, the Governmental Finance Corporation (Corporation) issued the $5,860,000 Certificates of Participation, Series 2004, (2004 COPs) to 1) purchase land next to City Hall, 2) provide funds for the construction of the Rosser Police Substation, 3) acquire a records storage facility, 4) purchase land on Westmoreland Boulevard, and 5) pay costs of issuance. The Corporation entered into the 2004 Master Lease Program with the City of Port St. Lucie (City) where the City agreed to make lease payments to the Corporation that would then be used to pay the principal and interest on the 2004 COPs.

In 2008, the Corporation issued the $45,600,000 Certificates of Participation, Series 2008 (2008 COPs) to refund all of the outstanding Certificates of Participation, Series 2007. The Certificates of Participation, Series 2007 proceeds were used to construct the Torrey Pines Building. The 2004 Master Lease Agreement between the City and the Corporation was amended to include City Hall, the Building Department building and the Police Administration building as collateral and the City agreed to make lease payments to the Corporation that would then be used to pay the principal and interest on the 2008 COPs.

On March 28, 2016, the City Council enacted Ordinance 16-13 which authorized the issuance of not to exceed $39,000,000 in aggregate principal amount of Public

Service Tax Refunding Revenue Bonds, Series 2016, in order to refund all of the Certificates of Participation, Series 2004 and Series 2008.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of January 2016, the City's financial advisor estimates the City could achieve a 9% debt service savings by refunding all of the 2004 COPs and 2008 COPS and realize a present value savings of $3.2 million.

During discussions with the City's Bond Counsel and the Financial Advisor, it was recommended to issue refunding bonds backed by the Public Services Tax revenues. Bond Counsel stated municipalities that issued certificates of participation have refunded the certificates of participation by using revenue refunding bonds, which resulted in better savings. Our Financial Advisor agreed and the projected debt service savings are based on using the Public Services Tax revenue as the source of funds to pay the debt service on the Public Service Tax Refunding Revenue Bonds. Additionally, The City's new financing team recommends the City seek validation of the Public Service Tax Refunding Revenue Bonds, Series 2016, through the circuit court in order to confirm all legal issues related to the issuance of the Bonds.

Once the 2004 and 2008 COPs are refunded the City will no longer make lease payments to the Corporation and the Corporation will have no obligation to pay the debt service on the 2004 COPs, the 2008 COPs or the Public Service Tax Refunding Revenue Bonds, Series 2016. Debt service payments will be funded by the Public Service Tax revenues.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the 2004 COPS is $1,230,000 and the outstanding principal balance of the 2008 COPs is $34,450,000. Proceeds from the sale of the Public Service Tax Refunding Revenue Bonds will be used to 1) redeem all of the 2004 COPs and, 2) deposit funds in an escrow account to pay the principal and interest on the 2008 COPs until the call date of September 1, 2018 at which time the remaining principal balance will be redeemed.

LEGAL INFORMATION: (Approved by Attorney _____ on __/__/__)as to form)

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 16-R23 authorizing the issuance of the Public Service Tax Refunding Revenue Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION:

Finance Director/City Treasurer Ed Fry will provide a presentation for the Public Service Tax Refunding Revenue Bonds, Series 2016. Our new bond financing team, Financial Advisor Ed Stull, Bond Counsel Steve Miller and Disclosure Counsel JoLinda Herring, will be available to answer any questions.

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Resolution 16 – R23

RECEIVED

MAR 31 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R23

A RESOLUTION SUPPLEMENTING RESOLUTION 14-R116 ADOPTED ON JULY 28, 2014, WHICH RESOLUTION 14-R116 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE FROM TIME TO TIME OF PUBLIC SERVICE TAX REVENUE BONDS; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $39,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA PUBLIC SERVICE TAX REFUNDING REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OF THE CITY'S OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2004 AND CERTIFICATES OF PARTICIPATION, SERIES 2008, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY, TO ELIMINATE DEBT UNDER THE CITY'S MASTER LEASE PROGRAM, TO RESTRUCTURE THE ISSUER'S DEBT AND TO REMOVE THE SERIES 2004 PROJECT AND THE SERIES 2008 PROJECT FROM THE ENCUMBRANCES OF THE MASTER LEASE PROGRAM; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS TO THE UNDERWRITERS DESCRIBED HEREIN; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF, AND APPROVING THE FORM OF, A BOND PURCHASE AGREEMENT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SUCH BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER WITH RESPECT TO FUNDING A DEBT SERVICE RESERVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 28, 2014, the City Council (the "Council") of the City of Port St. Lucie, Florida (the "Issuer") adopted Resolution 14-R116, which Resolution 14-R116 amended and restated in its entirety Resolution 14-R10 adopted by the Council on January 13, 2014 (collectively, the "Resolution"), authorizing the issuance, from time to time, of Bonds (as defined in the Resolution) payable from the Public Service Tax Revenues (as defined in the Resolution) and other funds described in the Resolution.

WHEREAS, there is currently outstanding under the Resolution the Issuer's Public Service Tax Revenue Bonds, Series 2014B (Recovery Zone Facility Bonds) (the "Outstanding Parity Bonds").

WHEREAS, the Issuer previously issued (1) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates"), and (2) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the Issuer and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture").

WHEREAS, pursuant to the Issuer's master lease-purchase program (the "Master Lease Program"), the 2004 Project and the 2008 Project are leased by the Issuer from the Port St. Lucie Governmental Finance Corporation (the "Governmental Finance Corporation").

WHEREAS, proceeds of the Series 2004 Certificates were used to finance a portion of the costs of (1) the acquisition and construction of new buildings and facilities for use by the Issuer's police department, building department, and for records storage and animal control services, (2) the acquisition and construction of related parking facilities, and (3) the acquisition of land to be used for public purposes (collectively, the "2004 Project").

WHEREAS, proceeds of the Series 2008 Certificates were used to finance the acquisition by the Governmental Finance Corporation from the Issuer of the Issuer's city hall complex, building department facility, police administration building and associated parking (collectively, the "2008 Project"), and proceeds of such acquisition were applied by the Issuer to finance the acquisition, construction and equipping of a biomedical research facility (the "Research Facility") to be used by Torrey Pines Institute of Molecular Studies, Inc. ("Torrey Pines").

WHEREAS, Torrey Pines is an internationally recognized research organization focused on conducting basic biomedical research and drug discovery of vaccines, treatments and cures for leading causes of human disease and suffering, including but not limited to, multiple sclerosis, cancer, heart disease, diabetes, infectious diseases, Alzheimer's disease, chronic pain, inflammation, transplant rejection and aging-related conditions and was selected as a high-impact business by the State of Florida, Executive Office of the Governor's Office of Tourism, Trade and Economic Development in 2006.

WHEREAS, the Research Facility and related facilities were financed through proceeds of the Series 2008 Certificates, funds of Torrey Pines and funds provided by other governmental entities including the State of Florida, St. Lucie County, Florida and Florida Atlantic University.

WHEREAS, the issuance of the Series 2008 Certificates, the acquisition, construction and equipping of the Research Facility and the location of Torrey Pines' research facilities to the Issuer serve a paramount public purpose by creating new employment within the Issuer, increasing the Issuer's tax base, encouraging the relocation, establishment and expansion of other research, technology and related businesses to and in the Issuer, increasing research and academic opportunities for primary, secondary and post-secondary students, expanding and diversifying the Issuer's economy, and otherwise increasing and maintaining the health, safety and welfare of the citizens of the Issuer.

WHEREAS, the Issuer hereby deems it to be in its best interests to refund all of the outstanding Series 2004 Certificates and all of the outstanding Series 2008 Certificates (collectively, the "Refunded Certificates") in order to achieve debt service savings, to eliminate debt under the Master Lease Program, to restructure the Issuer's debt and to remove the Series 2004 Project and the Series 2008 Project from the encumbrances of the Master Lease Program.

WHEREAS, the Resolution provides for the issuance of Additional Bonds (as defined in the Resolution), payable on parity with the Outstanding Parity Bonds, for the purpose of refunding the Refunded Certificates, upon meeting certain requirements set forth in the Resolution.

WHEREAS, on March 28, 2016, the Issuer duly adopted Ordinance 16-13 (the "Ordinance"), which, among other things, authorizes the issuance of the City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), for the principal purpose of refunding the Refunded Certificates.

WHEREAS, the Issuer deems it to be in its best interests to issue the Series 2016 Bonds under the authority of the Ordinance and the Resolution, the proceeds of which will be used for the principal purpose of refunding the Refunded Certificates in order to achieve debt service savings for the Issuer, to eliminate debt under the Master Lease Program, to restructure the Issuer's debt and to remove the Series 2004 Project and the Series 2008 Project from the encumbrances of the Master Lease Program.

WHEREAS, a portion of the proceeds derived from the sale of the Series 2016 Bonds, together with other legally available moneys of the Issuer, shall be deposited into a special escrow deposit trust fund to purchase United States Obligations (as described in the Indenture) which shall be sufficient, together with the investment earnings therefrom and a cash deposit, if any, to pay the Refunded Certificates as the same become due and

payable or are redeemed prior to maturity, all as provided herein and in the Escrow Deposit Agreement described in Section 12(B) hereof.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations and the complexity of the transactions relating to the Series 2016 Bonds, it is in the best interests of the Issuer to sell the Series 2016 Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible prices and interest rates for the Series 2016 Bonds.

WHEREAS, the Issuer anticipates receiving a favorable offer to purchase the Series 2016 Bonds from Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBC Capital Markets, LLC (the "Underwriters"), all within the parameters set forth herein.

WHEREAS, inasmuch as the Issuer desires to sell the Series 2016 Bonds at the most advantageous time and not wait for a scheduled meeting of the City Council of the Issuer, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award of the sale of the Series 2016 Bonds and certain other responsibilities to the City Manager of the Issuer or, in his absence or unavailability, the Issuer's Finance Director/City Treasurer (the "Finance Director").

WHEREAS, the covenants, pledges and conditions in the Ordinance and the Resolution shall be applicable to the Series 2016 Bonds herein authorized and said Series 2016 Bonds shall be on a parity with and rank equally as to the lien on and source and security for payment from the Pledged Revenues (as defined in the Resolution) and in all other respects with the Outstanding Parity Bonds and any subsequently issued Additional Bonds in the manner and to the extent provided herein and in the Resolution and shall constitute "Bonds" within the meaning of the Resolution.

WHEREAS, the Issuer is current in all deposits into the various funds and accounts established by the Resolution and all payments required by the Resolution to have been deposited or made by the Issuer under the provisions of the Resolution have been made and the Issuer is currently in compliance with all of the covenants and agreements of the Resolution.

WHEREAS, the Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special limited obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, in the manner and to the extent provided herein and in the Resolution. No Holder of any Series 2016 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2016 Bond, or be entitled to payment of such Series 2016 Bond from any moneys of the Issuer except from the Pledged Revenues in the manner and to the extent provided herein and in the Resolution.

WHEREAS, the Resolution provides that the Series 2016 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as may be determined by Series Resolution (as defined in the Resolution) adopted by the Issuer; and it is now appropriate to establish the parameters and a mechanism to determine such terms and details pursuant to this Series Resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

SECTION 1. DEFINITIONS. When used in this Series Resolution, the terms defined in the Resolution shall have the meanings therein stated, except as such definitions may be hereinafter amended and defined.

SECTION 2. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED CERTIFICATES. The Issuer does hereby authorize the refunding of the Refunded Certificates in accordance with the terms of the Ordinance, the Resolution and this Series Resolution, in order to achieve debt service savings for the Issuer, to eliminate debt under the Master Lease Program, to restructure the Issuer's debt and to remove the Series 2004 Project and the Series 2008 Project from the encumbrances of the Master Lease Program

SECTION 3. AUTHORITY FOR THIS SERIES RESOLUTION. This Series Resolution is adopted pursuant to the provisions of the Act, the Ordinance and the Resolution.

SECTION 4. DESCRIPTION OF THE SERIES 2016 BONDS. Pursuant to the authority of the Ordinance and the Resolution, the Issuer hereby determines to issue a series of Bonds in the initial aggregate principal amount of not exceeding $39,000,000, to be known as the "City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016," for the purposes of refunding the Refunded Certificates and paying costs of issuance with respect to the Series 2016 Bonds. The aggregate principal amount of Series 2016 Bonds to be issued pursuant to this Series Resolution and the Resolution shall be determined by the City Manager provided such aggregate principal amount does not exceed $39,000,000. The Series 2016 Bonds shall be dated as of their date of delivery (or such other date as shall be determined by the City Manager), shall be issued in the form of fully registered Bonds in the denomination of $5,000 principal amount or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R," and shall bear interest from their date of delivery (or such other date as shall be determined by the City Manager) payable semi-annually on each September 1 and March 1 (each an "Interest Date"), commencing on September 1, 2016.

The Series 2016 Bonds shall bear interest at such rates and shall have such prices and yields, shall mature on September 1 of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as determined by the City Manager, subject to the conditions set forth in Section 5 hereof. All of the terms of the Series 2016 Bonds will be included in the Bond Purchase Agreement which shall be in substantially the form attached hereto and made a part hereof as Exhibit A (the "Purchase Contract"). The City Manager is hereby authorized to execute, and the City Clerk is hereby authorized to attest and affix the official seal of the Issuer to, the Purchase Contract in substantially the form attached hereto as Exhibit A with such modifications as the City Manager deems appropriate upon satisfaction of the conditions described in Section 5 hereof, the City Manager's execution thereof being evidence of his approval of the Purchase Contract.

Interest on the Series 2016 Bonds will be payable by check or draft of U.S. Bank National Association, Orlando, Florida, as the initial Registrar and Paying Agent, made payable to and mailed to the Holders, as shown on the registration books of the Issuer on the fifteenth day of the calendar month next preceding each Interest Date. At the request of any Holder, such interest payments may be made by the Paying Agent by wire transfer to such Holder. Principal of the Series 2016 Bonds are payable to the Holders upon presentation, when due, at the designated corporate trust office of U.S. Bank National Association, Orlando, Florida, as the initial Paying Agent.

SECTION 5. CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. The Purchase Contract shall not be executed by the City Manager until such time as all of the following conditions have been satisfied:

(A) Receipt by the City Manager of a written offer to purchase the Series 2016 Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit A, said offer to provide for, among other things, (i) not exceeding $39,000,000 aggregate principal amount of the Series 2016 Bonds, (ii) an underwriting discount (including management fee and expenses) not in excess of 0.50% of the principal amount of the Series 2016 Bonds, (iii) a true interest cost of not more than 3.00%, as determined by FirstSouthwest, a division of Hilltop Securities, Inc. (the "Financial Advisor"), (iv) net present value savings with respect to the refunding of the Refunded Certificates of no less than 5.00% of the aggregate principal amount of the Refunded Certificates, and (v) the maturities of the Series 2016 Bonds, with the final maturity being not later than September 1, 2027.

(B) Receipt by the City Manager of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(C) Receipt by the City Manager of a good faith deposit from the Underwriters in an amount not less than one percent (1.00%) of the preliminary principal amount of the

Series 2016 Bonds set forth on the cover of the herein described Preliminary Official Statement and as provided in the Purchase Contract.

(D) With respect to optional redemption terms for the Series 2016 Bonds, if any, the first call date may be no later than September 1, 2026 and there may be no call premium.

(E) The City Manager shall have determined, upon the advice of the Financial Advisor, the Reserve Fund Requirement for the Series 2016 Bonds which Reserve Fund Requirement may be $0.00. If the Reserve Fund Requirement is determined by the City Manager to be greater than $0.00, the City Manager shall determine, upon the advice of the Financial Advisor, whether to fund a Reserve Account within the Reserve Fund for the Series 2016 Bonds with cash or a Reserve Fund Insurance Policy, as described in Section 13 hereof.

Upon satisfaction of all the requirements set forth in this Section 5, the City Manager is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 5 and the Series 2016 Bonds shall be sold to the Underwriters pursuant to the provisions of such Purchase Contract. The City Manager may rely upon the advice of the Financial Advisor regarding satisfaction of the conditions set forth in this Section 5. To the extent the City Manager is unavailable to execute the Purchase Contract the Finance Director is hereby authorized to execute the Purchase Contract so long as all of the foregoing conditions have been met. The execution and delivery of the Purchase Contract to the Underwriters shall be deemed to be conclusive evidence of the satisfaction of the conditions of this Section 5 and any changes, amendments, modifications, omissions or additions to the Purchase Contract.

SECTION 6. REDEMPTION PROVISIONS. The Series 2016 Bonds may be redeemed prior to their respective maturities from any moneys legally available therefor, upon notice as provided in the Resolution, upon the terms and provisions as determined by the City Manager, in his discretion and upon the advice of the Financial Advisor; provided, however, with respect to optional redemption terms for the Series 2016 Bonds, if any, the conditions set forth in Section 5(D) must be satisfied. The City Manager may determine, upon the advice of the Financial Advisor, that none of the Series 2016 Bonds shall be subject to optional redemption. Term Bonds may be established with such Amortization Requirements as the City Manager deems appropriate upon the advice of the Financial Advisor. The redemption provisions for the Series 2016 Bonds, if any, shall be set forth in the Purchase Contract.

SECTION 7. BOOK-ENTRY. Notwithstanding the provisions set forth in Sections 205 and 206 of the Resolution, the Series 2016 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2016 Bond for each of the maturities of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Series 2016 Bond shall be registered in the registration books kept by the Registrar in the

name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2016 Bonds shall be registered in the name of Cede & Co., all payments of principal, interest and premium, if any, on the Series 2016 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Series 2016 Bonds. The provisions of Section 213 of the Resolution shall apply with respect to the Series 2016 Bonds.

SECTION 8. APPLICATION OF SERIES 2016 BOND PROCEEDS. The proceeds derived from the sale of the Series 2016 Bonds shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(A) A sufficient amount of Series 2016 Bond proceeds, together with any other legally available moneys of the Issuer, shall be deposited irrevocably in trust in an escrow deposit trust fund established under the terms and provisions of the hereinafter described Escrow Deposit Agreement and, other than a cash deposit, shall be invested in United States Obligations in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient, together with such cash deposit, to pay the principal of, premium, if applicable, and interest on the Refunded Certificates as the same mature or are redeemed on their respective redemption dates.

(B) If the City Manager determines that the Reserve Fund Requirement is greater than $0.00, then a sufficient amount of the Series 2016 Bond proceeds will either be deposited to a Reserve Account within the Reserve Fund for the benefit of the Series 2016 Bonds or applied to the payment of the premium for a Reserve Fund Insurance Policy, as described in Section 13 hereof.

(C) The remaining proceeds of the Series 2016 Bonds shall be applied to pay costs of issuance of the Series 2016 Bonds and, to the extent any proceeds are remaining after paying all costs and expenses, such excess shall be deposited to the Interest Account and used to pay interest on the Series 2016 Bonds on the next Interest Date.

SECTION 9. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the use and distribution of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, by the Underwriters for the purpose of offering the Series 2016 Bonds for sale with such changes, modifications and insertions as the City Manager may determine are necessary and appropriate for the Preliminary Official Statement to be deemed "final" in accordance with this Section 9. The City Manager and the Finance Director of the Issuer are each hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" in accordance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule) and the applicable rules developed by the Municipal Securities Rulemaking Board. Execution by the City Manager or the Finance Director of a certificate deeming

the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes, deletions or modifications.

SECTION 10. OFFICIAL STATEMENT. Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, the City Manager and the Finance Director are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the Purchase Contract, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with the pricing terms of the Series 2016 Bonds included therein and with such other changes, amendments, modifications, omissions and additions as may be approved by the City Manager and the Finance Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the City Manager and the Finance Director, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2016 Bonds to the public. Execution by the City Manager and the Finance Director of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. SECONDARY MARKET DISCLOSURE. Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement (the "Disclosure Agreement") to be executed by the Issuer and dated the date of delivery of the Series 2016 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Agreement shall be substantially in the form attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as shall be approved by the City Manager who is hereby authorized to execute and deliver such Disclosure Agreement, his execution thereof being conclusive evidence of his approval. The City Clerk is authorized and directed to attest and affix the seal to the Disclosure Agreement. Notwithstanding any other provision of the Resolution or this Series Resolution, failure of the Issuer to comply with such Disclosure Agreement shall not be considered an event of default hereunder or under the Resolution; provided, however, any Series 2016 Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 11 and the Disclosure Agreement. For purposes of this Section 11 "Series 2016 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2016 Bonds for federal income tax purposes.

SECTION 12. APPOINTMENT OF PAYING AGENT AND REGISTRAR; EXECUTION OF ESCROW DEPOSIT AGREEMENT. (A) Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, U.S. Bank National Association, Orlando, Florida, is hereby designated as the initial Registrar and Paying Agent for the Series 2016 Bonds. The City Manager and the City Clerk are hereby authorized to enter into any agreement which is prepared by Bond Counsel which may be necessary to effect the transactions contemplated by this Section 12 and by the Resolution.

(B) Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, the Issuer hereby authorizes the City Manager to execute and the City Clerk to attest an Escrow Deposit Agreement and to deliver an Escrow Deposit Agreement to U.S. Bank National Association, Orlando, Florida, which is hereby appointed as Escrow Agent thereunder. All of the provisions of the Escrow Deposit Agreement when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be deemed to be a part of this Series Resolution as fully and to the same extent as if incorporated verbatim herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the City Manager. Execution by the City Manager of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of the approval of such changes. The Escrow Agent, the Financial Advisor and Bond Counsel are authorized to take such action as is necessary to procure the United States Obligations.

SECTION 13. RESERVE FUND INSURANCE. If the City Manager determines, upon the advice of the Financial Advisor, to utilize a Reserve Fund Insurance Policy, then the City Manager is authorized to enter into an insurance agreement with either Build America Mutual Assurance Company or Assured Guaranty Municipal Corp. (the "Insurer"), such Insurer to be selected by the City Manager, upon the advice of the Financial Advisor and the Issuer's Bond Counsel, in order to cause the Insurer to issue a Reserve Fund Insurance Policy (the "Insurance Agreement"). The Insurance Agreement shall be the Insurer's standard form of insurance agreement with such changes and modifications as may be approved by the City Manager upon the advice of the Financial Advisor and the Issuer's Bond Counsel. Execution by the City Manager shall be deemed conclusive evidence of the approval of such changes and modifications and the selection of the Insurer. The provisions of such Insurance Agreement, if and when executed and delivered, shall be incorporated herein by reference, and to the extent there are any conflicts between the Insurance Agreement, the Resolution or the Series Resolution, the provisions of the Insurance Agreement shall control.

SECTION 14. GENERAL AUTHORITY. The City Manager, the Mayor, the members of the City Council of the Issuer, the City Clerk, the Finance Director and

the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Series Resolution, the Resolution, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Insurance Agreement, if any, or the Purchase Contract or desirable or consistent with the requirements hereof or the Resolution, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Insurance Agreement, if any, or the Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2016 Bonds, the Resolution, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Insurance Agreement, if any, and the Purchase Contract and each member, employee, attorney and officer of the Issuer, the City Manager, the Mayor, the City Clerk, and the Finance Director is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. To the extent the City Manager is unable or unavailable to perform any obligation or duty hereunder, the Issuer's Finance Director is authorized to act on his behalf. To the extent that the City Clerk is unable or unavailable to perform any obligation or duty hereunder, any Deputy or Assistant City Clerk is authorized to act on her behalf.

SECTION 15. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2016 Bonds.

SECTION 16. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 17. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this 11th day of April, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Azlina Goldstein-Siegel, Interim City Attorney

EXHIBIT A

FORM OF PURCHASE CONTRACT

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

EXHIBIT A

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CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC SERVICE TAX REFUNDING REVENUE BONDS
SERIES 2016

BOND PURCHASE AGREEMENT

July __, 2016

City of Port St. Lucie, Florida
City Hall
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Ladies and Gentlemen:

Merrill Lynch, Pierce, Fenner & Smith Incorporated, (the "Representative") acting on its own behalf and on behalf of RBC Capital Markets LLC (collectively, the "Underwriters"), and not acting as fiduciary or agent for you, hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the City of Port St. Lucie, Florida, a municipal corporation duly organized and validly existing under and pursuant to the laws of the State of Florida (the "Issuer" or "City"), whereby the Underwriters will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriters are making this offer subject to the acceptance by the Issuer at or before 5:00 P.M., E.S.T., on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriters. The Underwriters may withdraw this Purchase Agreement upon written notice delivered by the Underwriters to the City Manager of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Resolution (as defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the following bonds: $_____ City of Port St. Lucie, Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Bonds"), at the purchase price of $_____, representing the aggregate principal amount of the Bonds less an Underwriters' discount of $_____ [plus net original issue premium of $_____/less net original discount of $_____].

The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters, as Underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are acting solely as principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the

transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have to the Issuer with respect to the transactions contemplated hereby expressly are set forth in this Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. Description and Purpose of the Bonds. The Bonds are authorized pursuant to the Constitution and the laws of the State of Florida, including Chapter 166, Parts I and II, Florida Statutes, as amended, the Charter of the City, and other provisions of law (collectively the "Act"), and Ordinance 16-13, enacted by the City Council of the City (the "City Council"), on March 28, 2016, Resolution 14-R10 adopted by the City Council on January 13, 2014, as amended and restated in its entity by Resolution 14-R116 adopted by the City Council on July 28, 2014 as supplemented by Resolution 16-R23 adopted by the City Council on April 11, 2016 (collectively, the "Resolution").

The proceeds of the sale of the Bonds will be used, together with other legally available funds, to (i) refund all of the City's outstanding (a) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates) and (b) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payment to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates," and collectively with the Series 2004 Certificates, the "Prior Obligations") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the Issuer and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture"), [(ii) make a deposit to the Debt Service Reserve Fund in respect of the Series 2016 Bonds, if necessary,] (iii) pay for credit enhancement for the Series 2016 Bonds, if any, and (iv) pay certain expenses related to the issuance and sale of the Series 2016 Bonds.

The Bonds will be secured under the provisions of the Act and the Resolution. The Bonds shall mature in the years, bear interest at such rates, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The authorized denominations, Record Dates, Interest Payment Dates, sinking fund payment dates, and other details and particulars of the Bonds shall be as described in the Resolution and the Official Statement (as defined below) of the Issuer.

3. Public Offering. The Underwriters agree to make a *bona fide* public offering of the Bonds at prices not in excess of the initial offering prices or yields not less than the yields set forth on the inside cover page of the printed paper form of the Official Statement of the Issuer; *provided, however*, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriters at prices lower than the public offering prices or yields greater than the yields set

forth therein. The Representative shall provide to the Issuer a certificate setting forth the offering prices of the Bonds in substantially the form set forth on Exhibit A-2.

Simultaneously with the submission of this offer to purchase the Bonds pursuant to this Purchase Agreement, the Representative has provided the Issuer all applicable disclosure and "truth-in-bonding" information required by Section 218.385, Florida Statutes (the "Disclosure and Truth-in-Bonding Statement"), and the Issuer, by its acceptance hereof, accepts such disclosure and agrees that it does not require any further disclosure from the Underwriters prior to the delivery of the Bonds with regard to the matters set forth in Section 218.385, Florida Statutes. The Disclosure and Truth-in-Bonding Statement submitted by the Underwriters in compliance with Section 218.385, Florida Statutes, is attached hereto as Exhibit A-1.

Delivered to the Issuer herewith is a corporate check payable to its order in the amount of $_____ for the Bonds (the "Good Faith Check"). If the Issuer does not accept this offer, the Issuer shall promptly return the Good Faith Check to the Representative. If it accepts this offer, the Issuer agrees to hold the Good Faith Check uncashed until the Closing. At the Closing and upon the delivery of the Bonds and payment by the Underwriters of the purchase price of the Bonds, the Issuer shall return the Good Faith Check to the Representative. If the Issuer fails to deliver the Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of the obligations of the Underwriters set forth in this Purchase Agreement (unless waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Agreement, the Issuer shall promptly return the Good Faith Check to the Representative and such return shall constitute a full release and discharge of all claims and rights hereunder of the Underwriters against the Issuer. If the Underwriters fail (other than for a reason permitted herein) to accept delivery of and to pay for the Bonds at the Closing as herein provided, the Issuer shall retain and cash the Good Faith Check as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and, except as set forth in this Section and Sections 5 and 9 hereof, neither party shall have any further rights against the other hereunder. No interest shall be paid by the Issuer upon the principal amount of the Good Faith Check.

4. Delivery of the Official Statement and Other Documents.

(a) The Issuer has delivered or caused to be delivered to the Underwriters copies of the Preliminary Official Statement dated June 29, 2016, which, together with the cover page, inside cover page and appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriters may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. For purposes of this Purchase Agreement, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) thereof.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the Issuer shall deliver to the Underwriters a final Official Statement relating to the Bonds dated the date hereof (such Official

Statement, including the cover page, inside cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, Disclosure Counsel and the Underwriters, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriters may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board ("MSRB") and to meet potential customer requests for copies of the Official Statement. The Representative agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access ("EMMA") system. The Issuer shall execute the Official Statement by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriters. The Underwriters hereby agree to cooperate and assist in the preparation of the Official Statement. The Issuer hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("SEC"). The Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriters before the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriters to use the Official Statement and the Resolution in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriters in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Certificate dated as of the Closing Date (the "Disclosure Undertaking"), to provide annual financial information and notices of the occurrence of specified events. The form of the Disclosure Undertaking is attached to the Preliminary Official Statement and the Official Statement.

5. Representations. The Issuer represents to and agrees with the Underwriters that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriters pursuant to the Resolution, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Resolution, the Bonds, the Indenture, the Disclosure Undertaking, the Paying Agent and Registrar Agreement between the Issuer and U.S. Bank National Association (the "Paying Agent") relating to the Bonds (the "Paying Agent Agreement"), and the Escrow Deposit Agreement between the Issuer and U.S. Bank National Association (the "Escrow Agent") relating to the refunding of the Prior Obligations (the "Escrow Agreement"), (collectively, the "Legal Documents") and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the Official Statement.

(b) The Resolution approving and authorizing the execution and delivery by the Issuer of the Legal Documents was duly adopted at meetings of the Commission of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and has not been amended or repealed.

(c) The Resolution and the Bonds conform to the descriptions thereof contained in the Official Statement and the Bonds, when duly issued and authenticated in accordance with the Resolution and delivered to the Underwriters as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Resolution and payable from the Pledged Revenues therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. To the best knowledge of the Issuer, each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) Except as described in the Official Statement, the Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Legal Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Resolution and the Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents have been obtained; *provided*, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.

(h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Underwriters, offer or issue in any material amount any

bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of September 30, 2015 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriters, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since September 30, 2015 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (excluding therefrom the information under the caption "DESCRIPTION OF THE SERIES 2016 BONDS – Book-Entry Only System," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the caption "DESCRIPTION OF THE SERIES 2016 BONDS – Book-Entry Only System," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of the Closing, the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date hereof and the time of Closing, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriters thereof, and if, in the reasonable opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriters.

(n) Except as described in the Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer, (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Legal Documents or the payment or refunding of the Prior Obligations, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Official Statement or any of the Legal Documents. The Issuer shall advise the Underwriters promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriters or on the Underwriters' behalf, and shall survive the delivery of the Bonds.

6. Closing. At 10:00 A.M., E.S.T., on July 26, 2016, or at such other time or date as the Underwriters and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriters, at the offices of Issuer, or at such other place as the Underwriters and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 7. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriters shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of and the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriters through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriters at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriters at least one (1) business day before the Closing Date for purposes of inspection.

7. Conditions Precedent. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date.

(a) The Underwriters' obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(i) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(ii) At the time of the Closing, the Official Statement, the Resolution and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriters.

(iii) The Issuer shall perform or have performed all of its obligations required under or specified in the Resolution, the Legal Documents, and the Official Statement to be performed at or prior to the Closing.

(iv) The Issuer shall have delivered to the Underwriters final Official Statements by the time, and in the numbers, required by Section 4 of this Purchase Agreement.

(v) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(vi) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Resolution, the Legal Documents or the Issuer's right to levy and collect the Pledged Revenues pledged to the payment of the Bonds as the foregoing matters are described in the Official Statement, which in the reasonable professional judgment of the Underwriters materially impairs the investment quality of the Bonds.

(vii) At or prior to the Closing, the Underwriters shall receive the following documents (in each case with only such changes as the Underwriters shall approve):

(1) The approving opinion(s) of Nabors, Giblin & Nickerson, P.A. ("Bond Counsel") relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix D to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriters;

(2) The supplemental opinion of Bond Counsel, addressed to the Underwriters, dated the Closing Date, to the effect that:

(A) The information contained in the Official Statement under the headings entitled "INTRODUCTION," "PURPOSE OF THE SERIES 2016 BONDS," "DESCRIPTION OF THE SERIES 2016 BONDS" (other than the information concerning DTC and the book-entry only system), and "SECURITY FOR THE SERIES 2016 BONDS," (other than any financial, statistical, and demographic information included therein, as to all of which no opinion is expressed) insofar as such statements purport to be summaries of certain provisions of the Resolution and the Bonds constitute a fair summary of the information purported to be

summarized therein. The statements contained on the cover page of the Official Statement relating to our opinion and under the heading entitled "TAX MATTERS" are accurate statements or summaries of the matters therein set forth. It should be noted that such summaries do not purport to summarize all of the provisions of and are qualified in their entirety by the complete documents or provisions which are summarized; and

(B) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(3) The defeasance opinion of Bond Counsel as to the Prior Obligations, in form reasonably satisfactory to the Underwriters, and a reliance letter with respect thereto addressed to the Underwriters;

(4) A letter, dated the Closing Date and addressed to the Underwriters, from Bryant Miller Olive P.A. ("Disclosure Counsel"), to the effect that:

Based on certain assumptions and reliances, and subject to the qualifications stated therein, such firm is of the opinion that, based solely upon our review and discussions noted herein and in reliance upon the accuracy of the information contained in certain certificates, letters and opinions, but without having undertaken any independent investigation or verification of such information, nothing has come to the attention of the attorneys in such firm rendering legal services in accordance with this representation which leads such firm to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that such firm need not express an opinion regarding historical or projected financial information, demographic, statistical or operating data or information included in the Official Statement, including but not limited to appendices, schedules and exhibits thereto, or any information about DTC and its book-entry system of registration.

(5) The opinion of Azlina Goldstein, as interim City Attorney for the Issuer, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(A) The Issuer has been duly organized and is validly existing under the Constitution and laws of the State of Florida, and has all requisite power and authority thereunder: (a) to adopt the Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents; (b) to

approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to levy and collect the Pledged Revenues pledged to pay the Bonds as contemplated by the Legal Documents; and (e) to carry on its activities as currently conducted;

(B) The Issuer has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (A) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Legal Documents;

(C) The Resolution was duly adopted by the City Council of the Issuer at meetings of the governing body of the Issuer which were called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Resolution;

(D) The adoption of the Resolution, the execution and delivery by the Issuer of the Legal Documents and the compliance with the provisions of the Legal Documents, and the payment or refunding of the Prior Obligations, do not and will not conflict with or violate in any material respect any Florida constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;

(E) The Legal Documents constitute legal, valid and binding obligations of the Issuer and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(F) No litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of the Pledged Revenues pledged to pay the principal of and interest on the Bonds, or the payment or refunding of the Prior Obligations, or in any way contesting or affecting the validity or enforceability of the Resolution or the Legal Documents, or contesting in any way

the completeness or accuracy of the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Resolution or the Legal Documents;

(G) Nothing has come to the attention of such counsel that would lead it to believe that the Official Statement as of its date or as of the Closing Date, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (excluding therefrom any information in the Official Statement relating to DTC, the operation of the book-entry system or any other financial or statistical data or projections or estimates or expressions of opinion included in the Official Statement and the appendices thereto and in the section entitled "UNDERWRITING," as to which no opinion need be expressed);

(H) To the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Legal Documents and the authorization and distribution of the Preliminary Official Statement and the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriters); and

(I) To the best of such counsel's knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer's ability to enter into or perform its obligations under the Legal Documents;

(6) The certificate of U.S. Bank National Association, the Paying Agent, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(A) The Paying Agent is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter

into, accept and administer the funds paid under the Paying Agent Agreement to which it is a party and to enter into such Paying Agent Agreement;

(B) The Legal Documents to which it is a party have been duly authorized, executed and delivered by the Paying Agent, as applicable, and constitute the legal, valid and binding obligations of the Paying Agent enforceable against the same in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(C) The execution, delivery and performance of the Paying Agent Agreement will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Paying Agent is bound;

(D) All authorizations and approvals required by law and the articles of association and bylaws of the Paying Agent in order for it to execute and deliver and perform its obligations under the Paying Agent Agreement to which it is a party have been obtained; and

(E) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Agent, or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Resolution, or in any way contesting or affecting the Bonds or the Resolution;

(7) The certificate of U.S. Bank National Association, the Escrow Agent, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(A) The Escrow Agent is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the funds paid under the Escrow Agreement to which it is a party and to enter into such Escrow Agreement;

(B) The Legal Documents to which it is a party have been duly authorized, executed and delivered by the Escrow Agent, as applicable, and constitute the legal, valid and binding obligations of the Escrow Agent enforceable against the same in accordance with their respective terms, except as enforcement thereof may be

limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(C) The execution, delivery and performance of the Escrow Agreement will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Escrow Agent is bound;

(D) All authorizations and approvals required by law and the articles of association and bylaws of the Escrow Agent in order for it to execute and deliver and perform its obligations under the Escrow Agreement to which it is a party have been obtained; and

(E) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Escrow Agent, or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Resolution, or in any way contesting or affecting the Bonds or the Resolution.

(8) The opinion of Moskowitz, Mandell, Salim & Simowitz, P.A., counsel to the Underwriters, dated the date of the Closing and addressed to the Underwriters, and covering such matters as the Underwriters may reasonably request;

(9) A certificate, dated the Closing Date, signed by the City Manager of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Legal Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution or any Legal Document, or the payment or refunding of the Prior Obligations, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Official Statement or any Legal Document; and (d) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the Official Statement under the captions

"DESCRIPTION OF THE SERIES 2016 BONDS – Book-Entry Only System," and "UNDERWRITING";

(10) A certificate, dated the Closing Date, signed by the Mayor or the Finance Director of the Issuer, in form and substance satisfactory to the Underwriters, to the effect that (i) the financial statements of the Issuer as of September 30, 2015 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (ii) except as disclosed in the Official Statement, since September 30, 2015, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since September 30, 2015, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(11) Executed or certified copies of the Resolution;

(12) Executed or certified copies of each other Legal Document;

(13) A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriters;

(14) Evidence satisfactory to the Representative of the assignment of long-term ratings assigned to the Bonds by Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P") to the effect that the Bonds have been assigned ratings of "AA-" (stable outlook) by S&P, which ratings shall be in effect as of the Closing Date;

(15) A complete copy of the audited financial statements of the Issuer for the Fiscal Year ended September 30, 2015, which are provided in Appendix A to the Official Statement;

(16) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and a certificate of the Finance Director that it will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit;

(17) A copy of the Blue Sky Survey with respect to the Bonds;

(18) A Rule 15c2-12 Certificate pursuant to which the Issuer "deems final" the Preliminary Official Statement as of the date thereof, except for permitted omissions, and consents to the Underwriters' use thereof and the information contained therein;

(19) A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company;

(20) An executed copy of the letter or report from the verification agent verifying the adequacy of the amounts placed in the escrow account pursuant to the Escrow Agreement to pay all amounts in connection with the repayment or refunding of the Prior Obligations; and

(21) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters, counsel for the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of Bonds pursuant to the Resolution shall have been fulfilled.

8. Termination. If the Issuer shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriters at, or at any time before, the time of the Closing. Notice of such cancellation shall be given promptly by the Representative to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Representative.

(a) The Underwriters shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice by the Representative to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Underwriters, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading and a supplement or amendment thereto cannot be accomplished in accordance with Section 9 hereof without adversely affecting, in the opinion of the Underwriters, the market for the Bonds or the market prices and yields of the Bonds; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Underwriters, by:

(1) An amendment to the Constitution of the United States or the State of Florida shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States,

the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of Florida or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of Florida authority, with respect to federal or State of Florida taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Underwriters, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of Florida legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or Florida authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds,

other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Resolution is not exempt from qualification under the Trust Indenture Act; or

(iv) Any material change in, or particularly affecting, the Issuer, the Act, the Resolution, the Legal Documents or the Pledged Revenues as the foregoing matters are described in the Official Statement, which in the reasonable judgment of the Underwriters materially impairs the market or market prices of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents; or

(viii) A reduction or withdrawal in the following assigned rating, or, as of the Closing Date, the failure by the following rating agency to assign the following rating, to the Bonds: S&P has assigned its municipal bond ratings of "AA-" (stable outlook) to the Bonds.

9. Amendments to Official Statement. During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer shall advise the Underwriters if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If any such event occurs and in the reasonable judgment of the Underwriters and the Issuer, an amendment or supplement to the Official Statement is appropriate, the Issuer shall, at its expense, forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to

state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or "potential customer," not misleading.

10. Expenses. All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters, including the costs of printing or reproduction of the Bonds, the Legal Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, and fees and expenses of counsel to the Issuer, Disclosure Counsel and Bond Counsel, shall be paid by the Issuer from the proceeds of the Bonds or other revenues of the Issuer. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriters on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All expenses and costs of the Underwriters incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriters documents, travel expenses and the fees and expenses of counsel to the Underwriters, shall be paid by the Underwriters (which may be included as an expense component of the Underwriters' discount).

11. Use of Documents. The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

12. Qualification of Securities. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

13. Notices. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to the City Manager, City of Port St. Lucie, City Hall, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099, and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing to Jose Pagan, 355 Alhambra Circle, Suite 1360, Florida 33134.

14. Benefit. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including its successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 8.

15. Governing Law. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CHOICE OF LAW RULES.

16. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,

By:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,
as Representative of the Underwriters

By:_____
Jose Pagan
Authorized Representative

Accepted this ___ day of July, 2016, by and on behalf of City of Port St. Lucie, Florida, pursuant to the provisions of the Resolution.

CITY OF PORT ST. LUCIE, FLORIDA

By:_____
Jeffrey Bremer, City Manager

ATTEST

By:_____
Karen A. Phillips, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____,
City Attorney

By:_____

SCHEDULE I

Principal Amounts, Interest Rates and Prices or Yields

Year (September 1)	Principal Amount	Interest Rate	Price or Yield
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			

Redemption Provisions

Optional Redemption. The Bonds maturing on or after September 1, 2025 are subject to optional redemption prior to maturity, in such manner as the City shall determine, on or after September 1, 2024 as a whole, or in part by lot on any date, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date, without premium.

EXHIBIT A-1

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

July __, 2016

City of Port St. Lucie, Florida
City Hall
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Re: $_____ City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016 (referred to herein as the "Series 2016 Bonds")

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Port St. Lucie, Florida (the "Issuer") of the Series 2016 Bonds referred to above, Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Representative") acting on its own behalf and on behalf of the other Underwriters listed below (the "Underwriters"), and not acting as fiduciary or agent for you, has agreed to underwrite a public offering of the Series 2016 Bonds. Arrangements for underwriting the Series 2016 Bonds will include a Bond Purchase Agreement between the Issuer and the Underwriters, which will embody the negotiations in respect thereof. The Issuer is proposing to issue $_____ of its Series 2016 Bonds, the proceeds of which will be used to (i) refund all of the City's outstanding (a) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates) and (b) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payment to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates," and collectively with the Series 2004 Certificates, the "Prior Obligations") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the Issuer and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture"), [(ii) make a deposit to the Debt Service Reserve Fund in respect of the Series 2016 Bonds, if necessary,] (iii) pay for credit enhancement for the Series 2016 Bonds, if any, and (iv) pay certain expenses related to the issuance and sale of the Series 2016 Bonds. Terms used but not defined herein are defined in the Bond Purchase Agreement.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, certain information in respect of the arrangement contemplated for the underwriting of the Series 2016 Bonds, as follows:

(a) The Series 2016 Bonds are expected to be repaid over a period of approximately __ years. At a true interest cost of ____%, per annum, total interest paid over the life of the Series 2016 Bonds will be $_____.

(b) The source of repayment for the Series 2016 Bonds is the Pledged Revenues, more particularly described in the Preliminary Official Statement dated June 29, 2016 related to the Series 2016 Bonds. Authorizing the Series 2016 Bonds will result in $_____ of the Issuer's Pledged Revenues not being available to finance the other services of the Issuer for approximately __years.

(c) The nature and estimated amounts of expenses to be incurred by the Underwriters in connection with the purchase and reoffering of the Series 2016 Bonds are set forth in Schedule I attached hereto.

(d) There are no "finders," as defined in Section 218.386, Florida Statutes, as amended, connected with the issuance of the Series 2016 Bonds.

(e) The underwriting spread (i.e., the difference between the price at which the Series 2016 Bonds will be initially offered to the public by the Underwriters and the price to be paid to the Issuer for the Series 2016 Bonds) will be $_____ per $1,000 bond, or $_____.

(f) The Underwriters will charge a management fee of $0 or $0 per $1,000 bond.

(g) There is no fee, bonus or other compensation to be paid by the Underwriters in connection with the issuance of the Series 2016 Bonds to any person not regularly employed or retained by the Underwriters, except as specifically enumerated as expenses referred to in paragraph (a) above to be incurred by the Underwriters as set forth in Schedule I attached hereto.

(h) The name and address of the Underwriters are:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
355 Alhambra Circle, Suite 1360
Coral Gables, Florida 33134

RBC Capital Markets LLC
1200 17th Street, Suite 2150
Denver, Colorado 80202

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, Florida Statutes, as amended.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,
as Representative of the Underwriters

By:_____
Jose Pagan
Authorized Representative

Dated: _____

SCHEDULE I

UNDERWRITERS' EXPENSES

	$/1000	Amount
i-Deal Bookrunning Fee	$	$
i-Deal Order Monitor		
i-Deal Wires		
CUSIP Charge & Disclosure Fee		
DTC Service Fees		
Miscellaneous		
Underwriters' Counsel		
Total	$	$

EXHIBIT A-2

ISSUE PRICE CERTIFICATE OF THE UNDERWRITERS

This Certificate is furnished by Merrill Lynch, Pierce, Fenner & Smith Incorporated, (the "Representative") acting on its own behalf and on behalf of RBC Capital Markets LLC (collectively, the "Underwriters") in connection with the sale and issuance by the City of Port St. Lucie, Florida (the "Issuer") of its $_____ principal amount of Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Bonds") issued July 26, 2016, and the Representative hereby certifies and represents the following, based upon information available to us:

1. Based on our assessment of the then prevailing market conditions, the Representative reasonably expected when it agreed to purchase the Bonds (the "Sale Date") that the first prices at which at least 10% of each maturity of the Bonds would be sold by the Representative to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the "Public") would be prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, those listed for each maturity on Schedule A hereto (the "Initial Offering Prices").

2. All of the Bonds have actually been offered to the Public in a bona fide public offering at prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, the Initial Offering Prices.

3. The first price, or yield in the case of obligations sold on a yield basis, at which ten percent (10%) of each maturity of the Bonds[, other than the Bonds maturing in ____ and ____,] has been sold to the Public was at a price not higher than, or, in the case of obligations sold on a yield basis, at a yield not lower than, the Initial Offering Prices. [The Underwriters were unable to sell ten percent (10%) or more of each of the ____, _____, and _____ maturities of the Bonds to the public at prices no greater than the Initial Offering Prices, or yields no lower than the Initial Offering Prices, during the underwriting period. The unsold portion of these maturities was allotted to the Underwriters for their own accounts after the expiration of the underwriting period. A portion of certain of these maturities has been sold to the public at various prices or yields and the unsold portion remains in the accounts of the Underwriters as of the delivery date of the Bonds.]

4. The Representative has no reason to believe that any of the Initial Offering Prices of the Bonds exceeded the expected fair market value of the Bonds as of the Sale Date.

We understand that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and by Nabors, Giblin & Nickerson, P.A. in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned's interpretation of any laws; in particular the regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on

either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED,
as Representative of the Underwriters

By:_____
Jose Pagan
Authorized Representative
Dated: _____

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE: BOOK-ENTRY ONLY

RATINGS: See "Ratings" herein.

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming compliance with certain tax covenants described herein, interest on the Series 2016 Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of certain corporations' alternative minimum taxable income and may be subject to other federal income tax consequences. See "TAX MATTERS" herein for a more general discussion of Bond Counsel's opinion and other tax considerations.

$33,570,000*
CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC SERVICE TAX REFUNDING REVENUE BONDS
SERIES 2016

Dated: Date of Delivery

Due: September 1, as shown on the inside cover page

The City of Port St. Lucie, Florida (the "City") is issuing its $33,570,000* City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds will be issued only as fully registered bonds in the denomination of $5,000 or any integral multiple thereof and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be available to purchasers only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive delivery of the Series 2016 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2016 Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2016 Bond. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein. Interest on the Series 2016 Bonds will be payable semiannually on September 1 and March 1 of each year, commencing September 1, 2016. _____ _____, Florida will serve as initial Paying Agent and Bond Registrar.

The Series 2016 Bonds may be subject to optional redemption prior to their maturity dates. See "DESCRIPTION OF THE SERIES 2016 BONDS — Redemption Provisions" herein.

The Series 2016 Bonds are being issued under the authority of, and in full compliance with, the Constitution and the laws of the State of Florida, including Chapter 166, Parts I and II, Florida Statutes, as amended, and other provisions of law, and Ordinance 16-13 enacted by the City Council of the City (the "City Council") on ____, 2016, Resolution 14-R10 adopted by the City Council on January 13, 2014, as amended and restated in its entirety by Resolution 14-R116 adopted by the City Council on July 28, 2014, as supplemented by Resolution _____ adopted by the City Council on _____, 2016 (collectively, the "Bond Resolution"). Proceeds from the Series 2016 Bonds, together with other legally available funds, will be used to (i) refund all or a portion of the City's (a) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates) and (b) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payment to be Made Under a

Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture"), (ii) make a deposit to the Debt Service Reserve Fund in respect of the Series 2016 Bonds, if necessary, (iii) pay for any credit enhancement for the Series 2016 Bonds, if any, and (iv) pay certain expenses related to the issuance and sale of the Series 2016 Bonds. See "PURPOSE OF THE SERIES 2016 BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2016 Bonds, and the interest thereon, are limited, special obligations of the City payable from and secured solely by a pledge of and lien on the Pledged Revenues (as defined herein) on a parity with the City's $19,775,000 Public Service Tax Revenue Bonds, Series 2014B (Recovery Zone Facility Bonds) (the "Parity Bonds"). The Series 2016 Bonds, the Parity Bonds and any additional bonds shall be referred herein as the "Bonds." For a discussion of the security for the Series 2016 Bonds, see "SECURITY FOR THE SERIES 2016 BONDS" herein.

The Series 2016 Bonds are payable from and secured solely by the Pledged Revenues to the extent and in the manner provided in the Resolution. The Series 2016 Bonds shall not be deemed to constitute a pledge of the faith and credit the State of Florida or of any political subdivision thereof, or the City. Neither the faith and credit of the State or any political subdivision thereof nor the faith and credit of the City are pledged to the payment of the principal of or redemption premium, if any, or interest on the Series 2016 Bonds, and the issuance of the Series 2016 Bonds shall not directly or indirectly or contingently obligate the State, or any political subdivision thereof, or the City to levy ad valorem taxes whatever therefor or to make any appropriation for their except from the Pledged Revenues described herein, to the extent and in the manner provided in the Bond Resolution. The Series 2016 Bonds do not constitute a lien upon any property of or in the City, other than the Pledged Revenues to the extent and in the manner provided in the Bond Resolution.

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the opinion on certain legal matters relating to their issuance by Nabors, Gilblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will he passed on for the City by Azlina Goldstein, Esq., City Attorney and Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. The Underwriters are being represented by Moskowitz, Mandell, Salim & Simowitz, P.A., Fort Lauderdale, Florida. First Southwest, a division of Hilltop Securities, Inc., Orlando, Florida is serving as Financial Advisor to the City with respect to the Series 2016 Bonds. It is expected that settlement for the Series 2016 Bonds will occur through the facilities of DTC in New York, New York, on or about _____, 2016.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to making an informed investment decision.

BofA Merrill Lynch

RBC Capital Markets

Dated: _____, 2016

Preliminary – subject to change.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

$33,570,000*
CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC SERVICE TAX REFUNDING REVENUE BONDS
SERIES 2016

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND INITIAL CUSIP NUMBERS

Maturity (September 1)	Amount	Interest Rate	Price	Initial CUSIP Numbers**
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				

*Preliminary, subject to change.

**CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standards & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are included herein solely for the convenience of the purchasers of the Series 2016 Bonds. Neither the City nor the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

CITY OF PORT ST. LUCIE, FLORIDA

City Hall
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
954-924-2980

MEMBERS OF THE CITY COUNCIL

Gregory J. Oravec, Mayor
Linda Bartz, Vice Mayor
Michelle Berger, Councilwoman
Shannon Martin, Councilwoman
Ron Bowen, Councilman

CITY OFFICIALS

City Manager
Jeffrey Bremer

Finance Director/City Treasurer
Edwin M. Fry, Jr.

Interim City Attorney
Azlina Goldstein, Esq.

City Clerk
Karen A. Phillips

BOND COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Miami, Florida

FINANCIAL ADVISOR
First Southwest, a division of Hilltop Securities, Inc.
Orlando, Florida

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS
Cherry Bekaert LLP
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the City or the Underwriters to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriters. This Official Statement neither constitutes an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City, DTC (as to itself and the book-entry only system) and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriters. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the affairs of the City since the date hereof.

The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Upon issuance, the Series 2016 Bonds will not be registered under the Securities Act of 1933 or any state securities law, will not be listed on any stock or other securities exchange, and neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, other than the City, will have passed upon the accuracy or adequacy of this Official Statement or approved the Series 2016 Bonds for sale. The Bond Resolution has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exceptions contained in such Act.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2016 BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they may be obtained from Karen A. Phillips, City Clerk, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, (772) 871-5157, upon prepayment of reproduction costs, postage and handling expenses.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2016 BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2016 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR

OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "ESTIMATED SOURCES AND USES OF FUNDS" AND "INVESTMENT CONSIDERATIONS." THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.

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OFFICIAL STATEMENT

relating to the issuance of

$33,570,000*

CITY OF PORT ST. LUCIE, FLORIDA

PUBLIC SERVICE TAX REFUNDING REVENUE BONDS

SERIES 2016

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover page and the Appendices hereto, is to furnish certain information with respect to the issuance by the City of Port St. Lucie, Florida (the "City"), of its Public Service Tax Refunding Revenue Bonds, Series 2016, being issued in the aggregate principal amount of $33,570,000* (the "Series 2016 Bonds"). The Series 2016 Bonds are authorized to be issued pursuant to the Constitution and the laws of the State of Florida, including Chapter 166, Parts I and II, Florida Statutes, as amended, and the Charter of the City, and other provisions of law, and Ordinance 16-13, enacted by the City Council of the City (the "City Council"), on _____, 2016, Resolution 14-R10 adopted by the City Council on January 13, 2014, as amended and restated in its entirety by Resolution 14-R116 adopted by the City Council on July 28, 2014, as supplemented by Resolution 16-_____ adopted by the City Council on _____, 2016 (collectively, the "Bond Resolution").

Capitalized terms used but not defined in this Official Statement shall have the same meaning ascribed in the Bond Resolution unless the context would clearly indicate otherwise. The applicable definitions are contained in the copy of the Bond Resolution attached as APPENDIX C hereto. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to the originals of all such documents for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for the payment of the Series 2016 Bonds, and the rights and obligations of Registered Owners thereof. In particular, certain provisions of the Bond Resolution are summarized hereinbelow, but these summaries are qualified by the complete provisions of the Bond Resolution, and reference is made to the Bond Resolution for additional provisions not summarized herein. Copies of such documents may be obtained from Karen A. Phillips, City Clerk, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, (772) 871-5157, upon prepayment of reproduction costs, postage and handling expenses.

The assumptions, estimates, projections and matters of opinion contained in this Official Statement, whether or not so expressly stated, are set forth as such and not as matters of fact, and no representation is made that any of the assumptions or matters of opinion herein are valid or that any projections or estimates contained herein will be realized. Neither this Official Statement nor any other statement which may have been made verbally or in writing in connection with the Series 2016 Bonds, other than the Bond Resolution, is to be construed as a contract with the Registered Owners of the Series 2016 Bonds.

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*Preliminary, subject to change.

PURPOSE OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds are being issued to provide funds, together with other legally available funds, to (i) refund all or a portion of the City's (a) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates) and (b) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payment to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture"), (ii) make a deposit to the Debt Service Reserve Fund in respect of the Series 2016 Bonds, if necessary, (iii) pay for any credit enhancement for the Series 2016 Bonds, if any, and (iv) pay certain expenses related to the issuance and sale of the Series 2016 Bonds.

The net proceeds of the Series 2004 Certificates were used by the Port St. Lucie Governmental Finance Corporation, a Florida not-for-profit corporation (the "Corporation") to finance the cost of the construction and acquisition of new buildings for use by the (i) City's police department, (ii) building department, (iii) City Clerk as records storage and (iv) City as an animal control shelter and the acquisition of land for parking facilities for City Hall and other public purposes.

The net proceeds of the Series 2008 Certificates were used by the Corporation to currently refund the City's Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2007 (Municipal Complex Project), which were originally issued to finance the construction and improvements to the City Hall and the Building Department and Public Administration Buildings.

Plan of Refunding

Concurrently with the delivery of the Series 2016 Bonds, a portion of the proceeds of the Series 2016 Bonds, together with other legally available funds of the City, shall be deposited into an account in an escrow deposit trust fund (the "Escrow Fund") pursuant to the terms and provisions of an escrow deposit agreement (the "Escrow Deposit Agreement"), between the City and U.S. Bank National Association, Orlando, Florida, as Escrow Agent. The moneys deposited into the Escrow Fund shall be held in cash and United States Treasury Obligations and used to pay the principal of and interest on the Series 2004 Certificates maturing in the years _____ and the Series 2008 Certificates maturing in the years _____ (collectively, the "Refunded Certificates") as the same become due and payable. Upon the deposit of such moneys and the application thereof all in accordance with the Escrow Deposit Agreement, the Refunded Certificates will be deemed defeased and no longer outstanding for purposes of the Indenture pursuant to which they were issued and the holders of the Refunded Certificates shall be entitled to payment solely from the moneys deposited in the Escrow Fund pursuant to the Escrow Deposit Agreement. See "VERIFICATION OF ARITHMETICAL COMPUTATIONS" herein. The refunding of the Refunded Certificates is being undertaken to effect debt service savings to the City and to eliminate debt under the City's Master Lease Program.

The City will redeem the Series 2004 Certificates on _____, 2016 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The City will redeem

the Series 2008 Certificates on September 1, 2018 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. After the issuance of the Series 2016 Bonds, payment of all amounts due from the City on the Refunded Certificates shall be made from the respective accounts in the Escrow Fund. On the date of issuance of the Series 2016 Bonds, Bond Counsel will deliver its opinion to the effect that, upon issuance of the Series 2016 Bonds and the application of proceeds thereof in accordance with the terms of the Bond Resolution and the Escrow Deposit Agreement, the Refunded Certificates will no longer be deemed to be outstanding under the indenture pursuant to which they were issued.

The moneys held pursuant to the Escrow Deposit Agreement will not be available to pay debt service on the Series 2016 Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds expected to be received from the sale of the Series 2016 Bonds, together with other available moneys, and their expected application are as follows:

Sources of Funds	
Par Amount of Series 2016 Bonds	$
[Net Original Issue Premium][Net Original Issue Discount]	
TOTAL SOURCES	$
Uses of Funds	
Deposit to Escrow Fund	$
[Deposit to Debt Service Reserve Fund]	
Costs of Issuance[1]	
TOTAL USES	$

(1) Includes Underwriters' Discount, Bond Counsel, Disclosure Counsel and Financial Advisor fees and expenses, rating agency fees and expenses and fees, expenses and other costs associated with issuance of the Series 2016 Bonds.

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DESCRIPTION OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds will be dated as of their date of delivery, will be issued in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and will bear interest at the rates and mature on the dates set forth on the inside cover page of this Official Statement. Interest on the Series 2016 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2016 (the "Interest Payment Date"). Principal of and interest on the Series 2016 Bonds will be payable in the manner described under "Book-Entry Only System" herein. The Series 2016 Bonds will be subject to redemption as described under "Redemption Provisions" herein.

The Series 2016 Bonds will bear a Certificate of Authentication to be manually executed by the U.S. Bank National Association, Orlando, Florida (the "Paying Agent" and "Bond Registrar"), and no Series 2016 Bond will be valid or obligatory for any purpose unless the Certificate of Authentication thereon has been duly executed by the Bond Registrar.

Book-Entry Only System

The Series 2016 Bonds will be available only in book-entry form in authorized denominations of $5,000 and any integral multiple thereof. Purchasers of the Series 2016 Bonds will not receive certificates representing their interests in the Series 2016 Bonds purchased. The City has entered into a letter of representations with the Depository Trust Company ("DTC") providing for such book-entry system.

DTC or its successor, will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2016 Bond certificate will be issued for each maturity of each Series 2016 Bond, in the aggregate principal amount of such maturity of the Series 2016 Bonds and will be deposited with DTC. References herein to Registered Owners of the Series 2016 Bonds shall mean DTC or Cede & Co., and shall not mean the Beneficial Owners referred to below. Certain portions of the following information have been furnished by DTC. So long as Cede & Co. is the Registered Owner of the Series 2016 Bonds, payments of the principal of and interest due on the Series 2016 Bonds will be payable directly to DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a

custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of the Series 2016 Bonds (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2016 Bond documents. For example, Beneficial Owners of Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2016 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street

name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2016 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2016 Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE SOLE REGISTERED OWNER OF THE SERIES 2016 BONDS, THE CITY AND THE PAYING AGENT SHALL TREAT CEDE & CO. AS THE ONLY OWNER OF THE SERIES 2016 BONDS FOR ALL PURPOSES UNDER THE BOND RESOLUTION INCLUDING RECEIPT OF ALL PRINCIPAL OF AND INTEREST ON THE SERIES 2016 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE CITY AND THE PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER SUCH BOND RESOLUTION. NEITHER THE CITY, THE PAYING AGENT, NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (B) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, OR PREMIUM, IF ANY, OR INTEREST ON, THE SERIES 2016 BONDS; (C) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNER TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2016 BONDS; OR (E) OTHER ACTION TAKEN BY DTC OR CEDE & CO., AS REGISTERED OWNER.

Discontinuance of Securities Depository

DTC may discontinue providing its services with respect to the Series 2016 Bonds at any time by giving notice to the City or the Paying Agent and discharging its responsibilities with respect thereto under applicable law, or the City may terminate its participation in the system of book-entry transfers through DTC at any time. In the event that the DTC book-entry only system is discontinued and it is not replaced with another book-entry system, the following provisions will apply: both principal and interest on the Series 2016 Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Interest on the Series 2016 Bonds will be payable on each Interest Payment Date by check or draft of the Paying Agent, made payable to and mailed to the Holders, as shown on the registration books of the City on the fifteenth day of the calendar month next preceding each Interest Payment Date. At the request of any Holder, such interest payments may be made by the Paying Agent by wire transfer to such Holder. Principal of the Series 2016 Bonds shall be payable to the Holders upon presentation, when due, at the designated corporate trust office of the Paying Agent.

Exchange, Registration and Transfer

Series 2016 Bonds, upon surrender thereof at the principal office of the Bond Registrar, together with an assignment duly executed by the Holder or such Holder's attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of Series 2016 Bonds of the same Series and maturity, of any denomination or denominations authorized by the Bond Resolution and bearing interest at the same rate as the registered Series 2016 Bonds surrendered for exchange.

The Bond Registrar shall keep books for the registration, exchange and registration of transfer of Series 2016 Bonds as provided in the Bond Resolution. The Bond Registrar shall evidence acceptance of the duties, obligations and responsibilities of Bond Registrar by execution of the certificate of authentication on the Series 2016 Bonds.

The transfer of any Series 2016 Bond may be registered only upon the books kept for the registration of transfer of Series 2016 Bonds upon surrender of such Series 2016 Bond to the Bond Registrar, together with an assignment duly executed by the Holder or such Holder's attorney or legal representative in such form as shall be satisfactory to the Bond Registrar.

Upon any such exchange or registration of transfer, the City shall execute (in the manner provided in the Bond Resolution) and the Bond Registrar shall authenticate and deliver in exchange for such Series 2016 Bond a new registered Series 2016 Bond or Series 2016 Bonds, registered in the name of the transferee, of any denomination or denominations authorized by the Bond Resolution, in the aggregate principal amount equal to the principal amount of such Series 2016 Bond surrendered, of the same Series and maturity and bearing interest at the same rate.

In all cases in which Series 2016 Bonds shall be exchanged or the transfer of Series 2016 Bonds shall be registered under the Bond Resolution, the City shall execute (in the manner provided in the Bond Resolution) and the Bond Registrar shall authenticate and deliver at the earliest practicable time Series 2016 Bonds in accordance with the provisions of the Bond Resolution. All Series 2016 Bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. No service charge shall be made for any registration of transfer or exchange of Series 2016 Bonds, but the City and the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Series 2016 Bonds. The Bond Registrar shall not be required (i) to register the transfer of or to exchange Series 2016 Bonds during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Series 2016 Bonds under the Bond Resolution and ending at the close of business on the day of such mailing or (ii) to register the transfer of or to exchange any Series 2016 Bond so selected for redemption in whole or in part.

Redemption Provisions

Optional Redemption. The Series 2016 Bonds maturing on or after September 1, 2025 are subject to optional redemption prior to maturity, in such manner as the City shall determine, on or after September 1, 2024, as a whole, or in part by lot on any date, at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus accrued interest to the redemption date, without premium.

Notice of Redemption. (a) Except as otherwise provided in a Series Resolution, at least thirty (30) days before the redemption date of any Bonds, whether such redemption be in whole or in part, the City shall cause a notice of any such redemption signed by the City to be mailed, first class postage prepaid, to all Holders owning Bonds to be redeemed in whole or in part and to any Fiduciaries, but any defect in such notice or the failure so to mail any such notice to any Holder owning any Bonds to be redeemed shall not affect the validity of the proceedings for the redemption of any other Bonds to be redeemed. Each such notice shall set forth the name of the Bonds or portions

thereof to be redeemed, the date fixed for redemption, the redemption price to be paid, the Series, and if less than all the Bonds of a Series shall be called for redemption, the maturities of the Bonds to be redeemed, the CUSIP numbers, the name and address (including contact person and phone number) of the Fiduciary to which Bonds called for redemption are to be delivered and, if less than all of the Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond and of the same Series and maturity and bearing the same interest rate will be issued. Any notice as provided herein shall be conclusively presumed to have been duly given, whether or not the owner of the Bond receives such notice.

If at the time of mailing of notice of an optional redemption, the City shall not have deposited with a Depositary acting as escrow agent or the Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption, such notice shall state that it is a conditional notice of redemption subject to the deposit of the redemption moneys with the Depositary or Paying Agent, as the case may be, not later than the opening of business on the redemption date and, subject to the immediately succeeding paragraph, such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Depositary or the Paying Agent, as applicable, for such redemption, or otherwise available, is insufficient to pay the redemption price and accrued interest on the Bonds so called for redemption on the redemption date, the Paying Agent shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

(b) In the case of an optional redemption, any notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Bond Registrar, Paying Agent or a Depositary acting as escrow agent no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date upon the occurrence or non-occurrence of a particular event as described therein (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time on or prior to the redemption date if the Finance Director delivers a written direction to the Bond Registrar directing the Bond Registrar to rescind the redemption notice. The Bond Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the City to make such funds available shall constitute an Event of Default under the Bond Resolution. The Bond Registrar shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Effect of Calling for Redemption. On the date fixed for redemption, notice having been mailed in the manner and under the conditions hereinabove stated, provided that such notice of redemption has not been rescinded as permitted above, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If on the date fixed for redemption money or Defeasance Obligations, or a combination of both, sufficient to pay the redemption price of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by a Depositary in trust for the

Holders of Bonds to be redeemed, interest on the Bonds called for redemption shall cease to accrue after the date fixed for redemption; such Bonds shall cease to be entitled to any benefits or security under the Bond Resolution or to be deemed Outstanding; and the Holders of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption; provided, that such notice of redemption has not been rescinded, as permitted above. Bonds and portions of Bonds for which irrevocable instructions to pay or to call for redemption on one or more specified dates have been given to the Depositary and the Bond Registrar in form satisfactory to them shall not thereafter be deemed to be Outstanding under the Bond Resolution and shall cease to be entitled to the security of or any rights under the Bond Resolution, other than rights to receive payment of the redemption price thereof and accrued interest thereon, to be given notice of redemption in the manner provided in the Bond Resolution, and, to the extent hereinafter provided, to receive Bonds for any unredeemed portions of Bonds, if money or Defeasance Obligations, or a combination of both, sufficient to pay the redemption price of such Bonds or portions thereof, together with accrued interest thereon to the date upon which such Bonds are to be paid or redeemed, as set forth in the Bond Resolution, are held in separate accounts by the Depositary in trust for the holders of such Bonds.

SECURITY FOR THE SERIES 2016 BONDS

The Series 2016 Bonds, the City's Outstanding $19,775,000 Public Service Tax Revenue Bonds, Series 2014B (Recovery Zone Facility Bonds)(the "Parity Bonds") and any Additional Bonds or Refunding Bonds hereafter issued under the Bond Resolution from time to time shall be payable from the Pledged Revenues on a parity basis, in the manner and to the extent provided in the Bond Resolution. "Pledged Revenues" is defined in the Bond Resolution as (i) the Public Service Tax Revenues, (ii) Investment Earnings and (iii) the moneys on deposit in the Funds and Accounts established pursuant to the Bond Resolution, except for the Rebate Fund. "Public Service Tax Revenues" is defined in the Bond Resolution as proceeds of the Public Service Tax actually collected and received by a City. The "Public Service Tax," as defined in the Bond Resolution, means the tax authorized to be levied by municipality on the purchase of certain utility products and services within the incorporated area of the municipality by Section 166.231, et seq., Florida Statutes, as the same may be amended from time to time, or any successor statute thereto, and actually levied by the City, from time to time pursuant to Ordinance No. 10-40 enacted by the City Council on May 24, 2010, amending and restating Ordinance No. 99-57 enacted on August 23, 1999, as amended by Ordinance No. 02-23 enacted on March 11, 2002, as the same may be amended from time to time, or any successor ordinance thereto, providing for the levy and imposition of the Public Service Tax (the "Public Service Tax Ordinance").

The Series 2016 Bonds are payable from and secured solely by the Pledged Revenues, including the Public Service Tax Revenues. The only revenues currently generated from the imposition of the Public Service Tax are on the purchase of electricity (hereinafter referred to as "Electric Utility Tax Revenues") pursuant to the Public Service Tax Ordinance. See "PUBLIC SERVICE TAX REVENUES" herein.

Reserve Fund

The Bond Resolution requires the City to expressly designate the Reserve Fund Requirement, if any, with respect to such Series of Bonds and determine whether such Series of Bonds will be secured by the Reserve Fund or by a separate Reserve Account established therein. See "APPENDIX C – COPY OF BOND RESOLUTION" herein.

[To be determined if Reserve Fund to be established]

Limited Obligations

THE SERIES 2016 BONDS ARE PAYABLE FROM AND SECURED SOLELY BY THE PLEDGED REVENUES TO THE EXTENT AND IN THE MANNER PROVIDED IN THE RESOLUTION. THE SERIES 2016 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, OR THE CITY. NEITHER THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF NOR THE FAITH AND CREDIT OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2016 BONDS, AND THE ISSUANCE OF THE SERIES 2016 BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, OR THE CITY TO LEVY AD VALOREM TAXES WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR EXCEPT FROM THE PLEDGED REVENUES DESCRIBED HEREIN, TO THE EXTENT AND IN THE MANNER PROVIDED IN THE BOND RESOLUTION. THE SERIES 2016 BONDS DO NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF OR IN THE CITY, OTHER THAN THE PLEDGED REVENUES TO THE EXTENT AND IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

PUBLIC SERVICE TAX REVENUES

Public Service Tax Revenues are the proceeds of that portion of the Public Service Tax levied and currently imposed by the City pursuant to the Public Service Tax Ordinance and Section 166.231 et seq., Florida Statutes, and any successor ordinances or statutory provisions thereto, on the purchase of electricity within the incorporated area of the City. The Public Service Tax is currently imposed, levied and collected by the City pursuant to Section 166.231, Florida Statutes, and other applicable provisions of law, only on the purchase of electricity. If the City imposes a Public Service Tax in the future on fuel oil, metered or bottled gas (natural liquefied petroleum gas or manufactured), water service, and other services on which a tax may be imposed by law such tax would be Pledged Revenues under the Bond Resolution. The City Council would have to amend the Public Service Tax Ordinance to authorize the tax on other utility services and products.

Florida law authorizes any municipality in the State of Florida (the "State") to levy a Public Service Tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, water service and fuel oil as well as any services competitive with those specifically enumerated. This tax may not exceed 10% of the payments received by the sellers of such services from purchasers (except in the case of fuel oil, for which the maximum tax is four cents per gallon). The purchase of natural gas or fuel oil by a public or private utility either for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines, is exempt from the levy of such tax.

Pursuant to the Constitution of the State, Florida Statutes and the Public Service Tax Ordinance, the City currently levies a Public Service Tax, within the incorporated area of the City at the rate of 10% only on the purchase of electricity, referred to herein as the "Electric Utility Tax Revenues."

Florida law provides that a municipality may exempt from the Public Service Tax the first 500 kilowatts of electricity per month purchased for residential use; however, the City has not adopted such an exemption. The City has adopted an exemption for purchases by the United States Government, the State, St. Lucie County (the "County"), the St. Lucie County School District, the City and its commissions and agencies from the levy of such tax. In addition, the City exempts purchases used exclusively for church purposes by any State recognized church.

The Public Service Tax must be collected by the seller from purchasers at the time of sale and remitted to the City. Such tax appears on a periodic bill rendered to consumers for electricity. A failure by a consumer to pay that

portion of the bill attributable to the Public Service Tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The amount of utilities tax collected by the City may fluctuate as the price of electricity subject to the utilities tax fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of utilities tax collected.

Historical Collections of Electric Utility Tax Revenues

The following table provides the City's historical collections of the Electric Utility Tax Revenues for Fiscal Years ended September 30, 2006 through 2015.

CITY OF PORT ST. LUCIE, FLORIDA
ELECTRIC UTILITY TAX REVENUES[1]
HISTORICAL COLLECTIONS
FISCAL YEARS ENDED SEPTEMBER 30, 2006 THROUGH 2015

Fiscal Year	Collections	% Change
2006	$3,548,158	27.57%
2007	3,799,014	7.07
2008	3,937,495	3.65
2009	4,010,779	1.86
2010	4,517,810	12.64
2011	8,634,159	91.11
2012	9,075,684	5.11
2013	9,708,491	6.97
2014	10,811,224	11.36
2015	11,193,318	3.53

Source: City of Port St. Lucie, Florida Report of Annual Financial Information for Fiscal Year Ended September 30, 2015.

(1) The Public Service Tax is currently imposed only on the purchase of electricity within the City. Effective October 1, 2010 the Public Service Tax rate was increased from 5% to 10%.

Projected Debt Service Coverage

The following table provides budgeted projections of debt service coverage (including the Parity Bonds and the Series 2016 Bonds) based upon the collections of Electric Utility Tax Revenues for the Fiscal Year ended September 30, 2015.

Period Ending September 1	Projected Collections[1]	Projected Max. Annual Debt Service-Series 2016 Bonds	Max. Annual Debt Service-Parity Bonds	Total Projected Max. Annual Debt Service	Coverage
2016	$11,355,750	$4,162,000	$1,323,194	$5,485,194	2.07x
2017	11,696,423	4,162,000	1,323,194	5,485,194	2.13
2018	12,047,315	4,162,000	1,323,194	5,485,194	2.20
2019	12,408,735	4,162,000	1,323,194	5,485,194	2.26
2020	12,780,997	4,162,000	1,323,194	5,485,194	2.33

Source: City of Port St. Lucie, Florida

(1) Projections based on a calculated assumed 3.0% increase over the Fiscal Year 2015 budgeted amount and 3.0% annual increase thereafter

Covenant as to Public Service Tax Revenues

The City covenants that while any Series 2016 Bonds shall be Outstanding it will not take any action or fail to take any action which might result in a suspension or termination of the receipt of the Public Service Tax Revenues and it will take all appropriate action to keep and maintain the Public Service Tax at a level or levels which will produce Public Service Tax Revenues in each Fiscal Year in an amount not less than 1.50 times the Maximum Principal and Interest Requirements on all Outstanding Bonds; provided, however, that so long as the City is levying the Public Service Tax at the highest level or levels permitted by law, the failure of the Public Service Tax Revenues to equal or exceed 1.50 times the Maximum Principal and Interest Requirements on all Bonds outstanding shall not constitute an Event of Default hereunder provided that the Public Service Tax Revenues in any such Fiscal Year are sufficient to pay the Principal and Interest Requirements on all Outstanding Bonds and all other amounts coming due and payable under the Bond Resolution in such Fiscal Year. The City further covenants, subject to Section 604 of the Bond Resolution, that it will not create or permit to be created any charge or lien on the proceeds of the Public Service Tax Revenues ranking equally with or prior to the charge or lien on such proceeds of the Bonds issued under the provisions of the Bond Resolution.

FLOW OF FUNDS

The Bond Resolution creates the "City of Port St. Lucie Public Service Tax Revenue Bonds Debt Service Fund" (the "Debt Service Fund") with two accounts therein designated (i) the "Principal Account" and (ii) the "Interest Account", and the "City of Port St. Lucie Public Service Tax Revenue Bonds Reserve Fund" (the "Reserve Fund"). The Bond Resolution also creates the "City of Port St. Lucie Public Service Tax Revenue Bonds Public Service Tax Revenues Fund" (the "Public Service Tax Revenues Fund") and the "City of Port St. Lucie Public Service Tax Revenue Bonds Rebate Fund" (the "Rebate Fund"). All moneys held in the funds and accounts established under the Bond Resolution (collectively, the "Funds and Accounts"), (except for moneys on deposit in the Rebate Fund), are held in trust and, pending the application of such moneys as hereinafter provided, such moneys are subject to a lien and charge in favor of the Holders of the Bonds, any Credit Banks and any Insurers; provided, however, that (i) amounts held in a separate account in the Reserve Fund established solely for a particular Series of Bonds shall secure only such Series of Bonds and (ii) amounts held in an account established under the Bond Resolution or pursuant to an escrow arrangement permitted under the Bond Resolution for the defeasance of a particular Series of Bonds (or portions thereof) shall be subject to a lien and charge in favor of the Holders only of such Series of Bonds (or portions thereof).

The City shall cause the Finance Director to deposit all revenues generated from the Public Service Tax as the same are collected, to the credit of the Public Service Tax Revenues Fund. The City shall then transfer the Public Service Tax Revenues from such Public Service Tax Revenues Fund to the Interest Account and the Principal Account of the Debt Service Fund, the Reserve Fund (and any Reserve Accounts established therein), and the Rebate Fund and apply the same to the payment interest on and the principal of the Bonds, to make up any deficiency in the Reserve Fund, to make any required arbitrage rebate payments, if any, and to pay Hedge Obligations, if any, to pay the fees and expenses payable from the Expense Account (as described in the Bond Resolution), all in accordance with the provisions of the Bond Resolution. Any balance after meeting the foregoing requirements as to each Series of Bonds will be deposited as provided in the Bond Resolution.

Upon receipt, the Finance Director shall deposit any Hedge Receipts to the credit of the Interest Account.

Each month, the Finance Director shall withdraw from the Public Service Tax Revenues Fund an amount equal to the amount then held for the credit of the Public Service Tax Revenues Fund or such lesser amount as shall be required to fund the deposit requirements set forth below, and apply the moneys so withdrawn to make the following payments and deposits in the following order:

(a) Deposit to the credit of the Interest Account an amount equal to one-sixth (1/6th) of the interest becoming due on the Bonds on the next semiannual Interest Payment Date; provided, however, that the amount so deposited on account of interest in each month after the delivery of the Bonds of any Series up to and including the month immediately preceding the first Interest Payment Date thereafter of the Bonds of such Series shall be that amount that when multiplied by the number of such deposits will be equal to the amount of interest payable on such Bonds on such first Interest Payment Date less the amount of any accrued interest paid or capitalized interest on such Bonds and deposited to the credit of the Interest Account;

(b) Deposit to the credit of the Principal Account an amount equal to the sum of (i) one-twelfth (1/12th) of the principal of Serial Bonds, if any, that will mature and become due on the next annual maturity date and (ii) one-twelfth (1/12th) of the Amortization Requirements, if any, that will become due and payable on Term Bonds on the next date on which there is an Amortization Requirement due for such Term Bonds, such deposits to commence in such month or

to be adjusted in such amounts as will ensure that on the dates such principal or Amortization Requirements are due and payable sufficient moneys will be on deposit in the Principal Account.

Notwithstanding the foregoing, moneys shall not be required to be deposited to the credit of (i) the Interest Account pursuant to paragraph (a) above if the amount then to the credit thereof, together with the amount of cash subsidy payments expected to be paid by the United States Treasury to the City prior to the next Interest Payment Date on account of any Series of Bonds with respect to which a cash subsidy or other similar payments shall be paid or are expected to be paid by the United States Treasury to the City, is equal to the interest becoming due and payable on the Bonds on the next Interest Payment Date, and (ii) the Principal Account pursuant to paragraph (b) above if the amount then to the credit thereof is equal to the sum of (A) the principal of Serial Bonds maturing on the next maturity date and (B) the Amortization Requirement for such Fiscal Year on account of the Term Bonds Outstanding.

If the period between Interest Payment Dates is other than six (6) months or the period between principal payment dates is other than twelve (12) months, then such monthly deposits shall be increased or decreased, as appropriate, in sufficient amounts to provide the required interest amount coming due on the next Interest Payment Date or the principal amount maturing or Amortization Requirement due on the next principal payment date or redemption date, as applicable; provided further, that such amounts to be deposited shall be adjusted to provide for any Hedge Obligations then due to a Hedge Counterparty (excluding any Hedge Termination Payment).

(c) Deposit to the credit of the Reserve Fund (or each Reserve Account within the Reserve Fund to the extent that a separate Reserve Account has been established within the Reserve Fund for a particular Series of Bonds), without priority of one Reserve Account over another, if any, such sums as shall be at least sufficient to pay an amount equal to one-twelfth (1/12th) of the difference between the amount, if any, on deposit in the Reserve Fund or such separate Reserve Account therein as applicable (including any Reserve Fund Insurance Policy or any Reserve Fund Letter of Credit) and the amount required to be held therein due to such Reserve Fund Requirement, if any, for such Series of Bonds, and, provided, however, that no payments shall be required to be made into the Reserve Fund or a separate Reserve Account therein, whenever and as long as the amount deposited therein (including any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit) shall be at least equal to all of the Reserve Fund Requirements for all Series of Bonds to which such Reserve Fund or Reserve Account therein applies.

Notwithstanding the foregoing provisions, in lieu of or in substitution for the required deposits, if any, under the Bond Resolution (including existing deposits) into the Reserve Fund or a separate Reserve Account therein, the City may cause to be deposited into the Reserve Fund or any Reserve Account therein for any Series of Bonds, a Reserve Fund Insurance Policy or a Reserve Fund Letter of Credit for the benefit of the Holders of such Series of Bonds in an amount equal to the difference between the Reserve Fund Requirement and the sums to remain on deposit in the Reserve Fund or Reserve Account therein after the deposit of such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, if any, which Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be payable or available to be drawn upon, as the case may be (upon the giving of notice as required thereunder), on any Interest Payment Date on which a deficiency exists with respect to the applicable Series of Bonds which cannot be cured by all moneys in any Fund or Account, including any applicable Reserve Account, held pursuant to the Bond Resolution and available for such purpose. If a disbursement is made under a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, the City shall be obligated to either reinstate the maximum limits of such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit within twelve (12) months following such disbursement or to deposit into the Reserve Fund or Reserve Account, as applicable, as provided in the next paragraph, funds in the amount of the disbursements made under such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, or a combination of such alternatives.

In the event that any moneys shall be withdrawn from the Reserve Fund or any applicable Reserve Account therein for payments into the Interest Account and/or the Principal Account, such withdrawals shall be subsequently restored in the manner described in paragraph (c) above from the Public Service Tax Revenues available after all required payments have been made into the Interest Account and the Principal Account, including any deficiencies for prior payments, unless restored by the reinstatement of the maximum limits of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit (without priority of one Reserve Account over another, if any).

In the event that a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be drawn upon, the principal portion of the related payment obligations to the issuer of such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be paid after all required payments have been made to the Principal Account, including any deficiencies for prior payments, in accordance with the terms of any agreement between the City and such issuer, on a parity and on a pro-rata basis with all other obligations payable as described in paragraph (c) above to other issuers of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy and cash funding requirements to the different Reserve Accounts established for any Series of Bonds but prior to making any cash deposits to the Reserve Account to which such Reserve Account Insurance Policy or Reserve Account Letter of Credit relates, if any, provided that such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit is reinstated in the amount of such payment concurrently with the receipt of such payment by the issuer thereof.

(d) Any balance remaining in the Public Service Tax Revenues Fund after satisfying the requirements of paragraphs (a), (b) and (c) above shall first be used or deposited to the credit of the Rebate Fund, if any arbitrage rebate payments are required to be made with respect to Tax-Exempt Bonds; provided that, at the discretion of the Finance Director, any such required arbitrage rebate payments may be made from any other available funds of the City to make such arbitrage rebate payments. Any balance remaining in the Public Service Tax Revenue Fund shall next be deposited to the credit of the Expense Account (an Account established under the Bond Resolution from which costs of issuance and certain other costs may be paid for a Series of Bonds) in an amount sufficient to pay (i) the fees, interest and other amounts owing any issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, (ii) any fees and expenses of Fiduciaries or Hedge Counterparties coming due in such month and any other administrative fees and expenses coming due in such month with respect to any Bonds Outstanding, (iii) any costs of issuance of any Bonds that remain to be paid, and (iv) any Hedge Termination Payment that is due.

(e) Any balance remaining in the Public Service Tax Revenues Fund after making the withdrawals and satisfying the requirements mentioned in paragraphs (a), (b), (c) and (d) above shall be deposited to pay principal and interest on Subordinated Indebtedness in the manner provided in the resolution authorizing such Subordinated Indebtedness.

If the moneys withdrawn for deposits to the above Funds and Accounts and for making the other required payments as above set forth shall not be sufficient to make such deposits and payments, the requirements in each month thereafter for each of the above deposits and payments for which the required monthly deposit or payment has not been made shall be cumulative and the amount of any deficiency in any such monthly deposit or payment shall be added to the amount otherwise required to be deposited in each month thereafter until such time as such deficiency shall have been made up.

The balance, if any, remaining to the credit of the Public Service Tax Revenues Fund after making the withdrawals and satisfying the requirements mentioned in paragraphs (a), (b), (c), (d) and (e) above in any calendar month may be withdrawn and deposited to the City's general fund and may be used for any lawful purpose of the City.

ADDITIONAL AND REFUNDING BONDS

General

The Bond Resolution provides for the issuance of Additional Bonds and Refunding Bonds. Except as to any Credit Facility or Insurance Policy and as to any difference in the maturities thereof or the rate or rates of interest or the provisions for redemption and except for such differences, if any, respecting the use of moneys in the various Funds and Accounts created under the Bond Resolution, any such Series of Additional Bonds or Refunding Bonds will be secured by and payable from the Pledged Revenues on a parity with, and shall be entitled to the same benefit and security of the Bond Resolution, as the Series 2016 Bonds, the Parity Bonds and all other Bonds theretofore or thereafter issued under the Bond Resolution to the extent and in the manner provided in the Bond Resolution.

Additional Bonds

The Bond Resolution authorizes the issuance, from time to time, of one or more Series of Additional Bonds of the City under and secured by the Bond Resolution, on a parity as to the pledge of the Pledged Revenues with the Series 2016 Bonds, the Parity Bonds and any other Series of Additional Bonds or Refunding Bonds theretofore issued under and secured by the Bond Resolution and then Outstanding, subject to the conditions hereinafter provided, for the purpose of paying all or any part of the cost of any Project authorized by a Series Authorizing Ordinance or a Series Resolution as provided in the Bond Resolution. All of the conditions precedent to the issuance of Additional Bonds contained in the Bond Resolution must be met, prior to any Additional Bonds being issued. In addition to certain other conditions enumerated in the Bond Resolution, prior to the issuance of any Additional Bonds, the City must file with the City Manager, among other things:

(a) a certificate of the Finance Director demonstrating that the percentage derived by dividing the amount of the Public Service Tax Revenues received by the City during any twelve (12) consecutive months in the eighteen (18) months next preceding the month of delivery of the Additional Bonds then requested to be delivered, by the Maximum Principal and Interest Requirements, including the Principal and Interest Requirements with respect to the Additional Bonds then to be delivered, for any future Fiscal Year is not less than one hundred fifty per centum (150%); and

(b) a certificate of the Finance Director to the effect that no event of default, as defined in the Bond Resolution, and no event which with the passage of time, the giving of notice or both would become an event of default, has occurred within the twelve (12) consecutive calendar months prior to the date of such certificate and is continuing.

If the rates for the Public Service Tax shall have been revised by the City or by general law applicable thereto, or if there is a change in the utilities that are subject to the Public Service Tax through the amendment of the Public Service Tax Ordinance and such revision of such rates or change in utilities subject to the Public Service Tax shall have gone into effect prior to the issuance of such Additional Bonds, the amount of the Public Service Tax Revenues which would have been realized during the twelve (12) consecutive month period (described in (a) above) required to be examined and reported upon in said certificate had such revised rates or change in the utilities subject to the Public Service Tax gone into effect or such additional revenues had been pledged on the first day of such period may be used by the Finance Director.

See "APPENDIX C — COPY OF BOND RESOLUTION" attached hereto for the other requirements and conditions to the issuance of Additional Bonds.

Refunding Bonds

The Bond Resolution authorizes the issuance, from time to time, of one or more Series of Refunding Bonds of the City under and secured by the Bond Resolution. Subject to the conditions provided in the Bond Resolution, Refunding Bonds may be issued for the purpose of providing funds for refunding all or any Bonds of any one or more Series of Bonds then Outstanding, including the payment of any redemption premium thereon and interest that will accrue on such Bonds to the redemption date or stated maturity date or dates, funding any Funds and Accounts under the Bond Resolution and paying any expenses in connection with such refunding and for any related lawful purpose.

Prior to any Refunding Bonds being issued the Finance Director must certify that (A) the aggregate Principal and Interest Requirements on account of all Bonds Outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Bonds to be refunded) following the Fiscal Year in which such Refunding Bonds are to be delivered shall not exceed the aggregate Principal and Interest Requirements on account of all the Bonds Outstanding (including the Bonds to be refunded) immediately prior to the issuance of such Refunding Bonds following the Fiscal Year in which such Refunding Bonds are to be delivered; (B) the net present value of the aggregate Principal and Interest Requirements on account of all Bonds Outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Bonds to be refunded) following the Fiscal Year in which such Refunding Bonds are to be delivered is less than the net present value of the aggregate Principal and Interest Requirements on account of all Bonds Outstanding (including the Bonds to be refunded) immediately prior to the issuance of such Refunding Bonds following the Fiscal Year in which such Refunding Bonds are to be delivered; or (C) assuming the Bonds to be refunded are not then Outstanding or if the City cannot satisfy at least one of the two tests set forth in the foregoing clauses (A) or (B), a certificate of the Finance Director as set forth in subparagraph (a) above for Additional Bonds (but not including in such calculation the Bonds to be refunded); provided, however, that for purposes of the calculation required by this subclause (C) in connection with the issuance of Refunding Bonds pursuant to a forward refunding or forward delivery or other such similar arrangements, the "date of delivery" of the Refunding Bonds shall be deemed to be the date on which the contract or agreement providing for such forward refunding, forward delivery or other similar arrangement is executed and delivered (instead of the actual future date of delivery of the Refunding Bonds). See "APPENDIX C — COPY OF BOND RESOLUTION" attached hereto for the other requirements and conditions to the issuance of Refunding Bonds.

PROCEEDINGS BY BONDHOLDERS

The Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the City, to direct the method and place of conducting all remedial proceedings under the Bond Resolution. However, unless the City expressly agrees otherwise in writing (i) any suit or action may only be filed in the federal or state courts located in the County and (ii) the City shall not be required to participate in any arbitration proceedings as a means to resolve any existing dispute under the Bond Resolution. The Bond Resolution was adopted by the City Council with the intent that it shall be interpreted and construed in accordance with the laws of the State.

INVESTMENT CONSIDERATIONS

The following discussion provides information relating to certain risks that could affect payments of the principal of, redemption premium, if any, and interest on the Series 2016 Bonds. The order in which the following information is presented is not intended to reflect the relative importance of the risks discussed. The following information is not, and is not intended to be, exhaustive and should be read in conjunction with all of the other sections of this Official Statement, including its appendices. Prospective purchasers of the Series 2016 Bonds should carefully analyze the information contained in this Official Statement, including its appendices (and including the additional information contained in the form of the complete documents referenced or summarized herein), for a more complete description of the investment considerations relevant to purchasing the Series 2016 Bonds. Copies of any documents referenced or summarized in this Official Statement are available from the City.

(1) Payment from Pledged Revenues. The Series 2016 Bonds are payable from and secured by a lien on and pledge of Pledged Revenues. The ability of the City to make timely payments of the principal of, redemption premium, if any, and interest on the Series 2016 Bonds depends substantially upon the ability of the City to collect Public Service Tax Revenues which, together with earnings thereon and on amounts held in the Funds and Accounts created under the Bond Resolution, will be adequate to make such payments. The Series 2016 Bonds are not general obligations supported by the full faith and credit of the City or the State or any political subdivision of the foregoing, but are payable solely from and secured by an irrevocable lien on the Pledged Revenues to the extent and in the manner provided in the Bond Resolution. Neither the State, the County, or the City nor any other political subdivision of the State, has any obligation or power under the Bond Resolution or under State law to levy any taxes in order to pay debt service on the Series 2016 Bonds or to avail or cure any default in any such payments.

(2) Limited Replenishment of Deficiencies. There is no fund or account under the Bond Resolution which is required to contain amounts to make up for any deficiencies in the amounts otherwise available for the payment of debt service on the Series 2016 Bonds in the event of one or more defaults by the City in making payments of debt service on the Series 2016 Bonds. There is no source from which the Debt Service Fund will be replenished, except the Pledged Revenues and investment income on moneys in the funds and accounts held under the Bond Resolution. [There has been no deposit to the Reserve Account for the benefit of the Holders of the Series 2016 Bonds.]

(3) Adverse Legislative, Judicial or Administrative Action. The State legislature, the courts or an administrative agency with appropriate jurisdiction could enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the collection, distribution, definition or accumulation of Public Service Tax Revenues in a fashion that would adversely affect the ability of the City to pay debt service on the Series 2016 Bonds.

(4) Impact of Future Financing Plans. As described above under "ADDITIONAL AND REFUNDING BONDS -- Additional Bonds," the City has reserved the right, upon satisfaction of certain conditions set forth in the Bond Resolution, including demonstrated historic debt service coverage at certain established levels, to issue additional debt payable out of and secured by the Pledged Revenues, on a parity with the Parity Bonds and the Series 2016 Bonds that may be then Outstanding.

[While the City has no current plans to incur additional indebtedness, it is possible that it may seek to do so in the future. Any additional parity debt issued by the City would negatively impact the City's debt service coverage ratios.]

(5) Pledged Revenues. The amount of Pledged Revenues available to make payments on the Series 2016 Bonds by the City may be effectively limited by, among other things, (i) a decrease in Pledged Revenues, for example, a fluctuation in the Public Service Tax Revenues collections due to changes in the amount of electricity

used by consumers and an increase in electric utility fees, and (ii) legislative, judicial or administrative action. Further, the City is only restricted in its ability to pledge the Pledged Revenues for other purposes or to issue additional debt specifically secured by all or a portion of the Pledged Revenues by compliance with the additional debt test. See "ADDITIONAL AND REFUNDING BONDS -- Additional Bonds" herein.

All of these factors may limit the availability of Pledged Revenues to pay debt service on the Series 2016 Bonds. In the event judicial proceedings were required to enforce the City's obligations, there can be no certainty as to the outcome of any judicial proceedings to enforce the City's obligations under the Bond Resolution.

[Remainder of page intentionally left blank.]

DEBT SERVICE SCHEDULE

The following table shows the estimated principal and interest requirements for the Series 2016 Bonds and the Parity Bonds.

	Series 2016 Bonds			
Bond Year Ending (September 1)	Principal	Interest	Parity Bonds	Total Debt Service
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
TOTAL				

[Remainder of page intentionally left blank.]

THE CITY

The City is a municipal corporation incorporated in 1961. It is a residential community located in the southern part of St. Lucie County, Florida. The City encompasses approximately 120.4 square miles of the 588 square miles of the County. The City is located one hundred miles north of the City of Miami, 50 miles north of the City of West Palm Beach and about 65 miles south of the City of Melbourne. The City is served by three major north-south Florida highways: Interstate 95, the Florida Turnpike, and U.S. Highway 1. The permanent population of the City is estimated at 174,132 people, as of April 1, 2015.

The City is governed by the provisions of its Charter. Under the Charter, the City functions as a home rule government under the Florida Constitution and general laws of the State.

The City operates under a Mayor/Council/Manager form of government. The City Council, comprised of the Mayor and four Council members, is the primary governing body of the City. All City Council Members and the Mayor are elected to a four year term.

Name	Title	End of Current Term
Gregory J. Oravec	Mayor	November 2018
Linda Bartz	Vice Mayor	November 2018
Michelle Berger	Councilwoman	November 2016
Shannon Martin	Councilwoman	November 2018
Ron Bowen	Councilman	November 2016

City Management

The City Manager is appointed by majority vote of all members of the City Council. The City Manager is the chief administrative officer of the City and is responsible to the City Council for the administration of all City affairs placed in his charge by or under the City Charter.

Jeffrey Bremer was appointed City Manager in December 2013. He joined the City as Assistant City Manager in November 2012. Mr. Bremer has over 37 years of experience in public administration, all at the local government level. Prior to joining the City, he served many facets of municipal management in several Michigan communities. He is a member of the International City/County Management Association and a member of the Florida City and County Management Association. Mr. Bremer earned a Masters of Public Administration degree from the Maxwell School at Syracuse University and a Bachelor of Science degree in Political Science from Hope College.

Legal services are provided to the City by the Office of the City Attorney. The City Attorney is appointed by the City Council. The mission of the Office of the City Attorney is to protect and preserve the legal, ethical and financial integrity of the City through its City Council and representative officials by providing quality legal services through zealous advocacy, innovative legal solutions, uncompromised integrity and professional diligence. The City Attorney, supported by a staff of Assistant City Attorneys, Staff Attorneys, administrative personnel, and specialized outside counsel, as necessary, represents the City Council and all other departments, divisions, boards and offices in all legal matters affecting the City.

Financial Services

The City's Finance Director/City Treasurer is responsible for the fiscal affairs, financial management and related systems for the City. The City maintains sophisticated systems for the effective management of its debt, investments, pensions, risk management, and related reporting thereon.

Edwin M. Fry, Jr. is the Finance Director/City Treasurer for the City. Mr. Fry is a certified public accountant and a certified government finance officer with over 36 years of experience. He has served as the City's Finance Director/City Treasurer since 2012. Prior to that, he served as the Office of Management & Budget Manager for the City of Lake Worth and as Staff Accountant with the City of Boca Raton prior to that, in addition to a number of other financial related positions for various local governments in the State. Mr. Fry earned a Bachelor of Arts degree from Florida Atlantic University.

PENSION AND OTHER POST-EMPLOYMENT BENEFIT PLANS

For information regarding the City's Pension Plans and Post-Employment Benefit Plans, see Notes IV B and C of the Notes to Combined Financial Statements for the City's Fiscal Year ended September 30, 2015 in APPENDIX A attached hereto.

FINANCIAL STATEMENTS

The Audited Financial Statements for the fiscal year ended September 30, 2015, appended hereto as APPENDIX A, have been audited by Cherry Bekaert LLP, independent certified public accountants, as set forth in its report dated February 12, 2016, which report is also appended hereto. Such financial statements, including the auditor's report, have been included in the Official Statement as public documents and consent from the auditor was not requested. The auditor has not performed any service related to, and therefore is not associated with, the preparation of this Official Statement.

LEGALITY FOR INVESTMENT

The Series 2016 Bonds constitute legal investments in the State for state, county, municipal and all other public funds and for banks, savings banks, insurance companies, executors, administrators, trustees and all other fiduciaries, and also constitute securities eligible as collateral security for all state, county, municipal and other public funds.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2016 Bonds are subject to the legal opinion of Nabors, Gilblin & Nickerson, P.A., Tampa, Florida, whose fees and expenses for legal services as Bond Counsel will be paid by the City from a portion of the proceeds of the Series 2016 Bonds. The signed legal opinion, dated and premised on law in effect as of the date of original delivery of the Series 2016 Bonds, will be delivered at the time of original delivery.

The proposed text of Bond Counsel's current legal opinion is set forth as APPENDIX D. The legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of the opinion by recirculation of the Official Statement

or otherwise shall create no implication that Bond Counsel has reviewed or expressed any opinion concerning any of the matters referenced in the opinion subsequent to its date.

Certain legal matters incident to the issuance of the Series 2016 Bonds will be passed upon for the City by Azlina Goldstein, Esq. Interim City Attorney and Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. The Underwriters are being represented by Moskowitz, Mandell, Salim & Simowitz, P.A., Fort Lauderdale, Florida.

LITIGATION

The City is a defendant from time to time in various lawsuits, including, in particular, litigation related to zoning and other land use regulation matters. It is the opinion of the City Attorney that none of any such actions presently pending will have a material effect upon the finances of the City.

Additionally, the City experiences routine litigation and claims incident to the conduct of its affairs. In the opinion of the City Attorney, an adverse outcome to the lawsuits presently pending or threatened, to the knowledge of the City Attorney, would not impair the City's ability to perform its obligations to the Registered Owners of the Series 2016 Bonds.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Series 2016 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not a specific item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions. However, interest on the Series 2016 Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Failure by the City to comply subsequently to the issuance of the Series 2016 Bonds with certain requirements of the Code, including but not limited to requirements regarding the use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2016 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issue. The City has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2016 Bonds for purposes of federal income taxation. In rendering this opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2016 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2016 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2016 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2016 Bonds being included in gross income for federal income tax purposes retroactive to their date of issue.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2016 Bonds. Prospective purchasers of the Series 2016 Bonds should be aware that the ownership of the Series 2016 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2016 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2016 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2016 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2016 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2016 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL OR CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Series 2016 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2016 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2016 Bonds in their particular state or local jurisdictions.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2016 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2016 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2016 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2016 Bonds. For example, proposals have been discussed in connection with deficit spending reduction, job creation and other tax reform efforts that could significantly reduce the benefit of, or otherwise effect the exclusion from gross income of, interest on obligations such as the Series 2016 Bonds. The further introduction or enactment of one or more of such proposals could affect the market price or marketability of the Series 2016 Bonds.

Tax Treatment of Original Issue Discount

The difference between the principal amount of the Series 2016 Bonds maturing on September 1, ____ through September 1, ____, inclusive (the "Discount Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount, which is excludable from gross income for federal income tax purposes to the same extent as interest on the Series 2016 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a

corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Bond Premium

The difference between the principal amount of the Series 2016 Bonds maturing on September 1, ____ through and including September 1, ____ and ____ (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond (or, in the case of certain Premium Bonds callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on the Premium Bond). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

VERIFICATION OF ARITHMETICAL COMPUTATIONS

At the time of the delivery of the Series 2016 Bonds, GNP Services, CPA, PA, as the Verification Agent, will deliver a report on the mathematical accuracy of the computations contained in schedules provided to them and prepared by the Financial Advisor, on behalf of the City relating to (a) the sufficiency of the anticipated cash and maturing principal amounts and interest on the funds deposited in the respective accounts in the Escrow Fund to pay, when due, the principal, whether at maturity or upon prior redemption, interest and call premium requirements, if any, of the respective Refunded Certificates and (b) the "yield" on the Series 2016 Bonds and on the United States Treasury Obligations deposited to the Escrow Fund considered by Bond Counsel in connection with its opinion that the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, as amended.

RATINGS

Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P") has assigned a rating of "_____" (_____ outlook) to the Series 2016 Bonds. There is no assurance that the rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency, if in its judgment, circumstances so warrant. A downward change in or withdrawal of the rating may have an adverse effect on the market price of the Series 2016 Bonds. An explanation of the significance of the rating can be received from the rating agency.

ADVISORS AND CONSULTANTS

The City has retained certain advisors and consultants in connection with the issuance of the Series 2016 Bonds. These advisors and consultants are compensated from a portion of the proceeds of the Series 2016 Bonds, identified as "Costs of Issuance" under the heading "ESTIMATED SOURCES AND USES OF FUNDS" herein; their compensation is, in some instances, contingent upon the issuance of the Series 2016 Bonds and the receipt of the proceeds thereof.

While Bond Counsel has participated in the preparation of certain portions of this Official Statement, it has not been engaged by the City to confirm or verify, and, except as may be set forth in the opinion of Bond Counsel delivered to the Underwriters, expresses and will express no opinion as to the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Series 2016 Bonds that may be prepared or made available by the City, the Underwriters or others to the Holders of the Series 2016 Bonds or other parties.

FINANCIAL ADVISOR

First Southwest, a division of Hilltop Securities, Inc. Orlando, Florida serves as Financial Advisor to the City. The Financial Advisor assisted the City in the preparation of this Official Statement and in other matters relating to the planning, structure and issuance of the Series 2016 Bonds, and provided other advice. However, the Financial Advisor has not been engaged and is not obligated to undertake and has not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

UNDERWRITING

The Underwriters shown on the cover page hereof have agreed, subject to certain conditions precedent set forth in a Bond Purchase Agreement with the City, to purchase the Series 2016 Bonds from the City, at a price of $_____ ($_____ par amount less an Underwriters' discount of $_____ [plus a net original issue premium of $_____][less a net original issue discount of $_____]), for the purpose of resale. The Underwriters have furnished the information on the inside cover page of this Official Statement pertaining to the public offering prices of the Series 2016 Bonds. The public offering prices of the Series 2016 Bonds may be changed from time to time by the Underwriters, and the Underwriters may allow a concession from the public offering prices to certain dealers. None of the Series 2016 Bonds will be delivered by the City to the Underwriters unless all of the Series 2016 Bonds are so delivered.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the City and their affiliates in connection with such activities. In the course of their various business activities, the Underwriters and their affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments if the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City. The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATION

Florida law requires the City to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). The applicable rule provides, however, that if the City in good faith believes that such disclosure would not be considered material by reasonable investors, such disclosure may be omitted. The City is not and has not been in default as to principal of and interest on bonds or other debt obligations to which revenues of the City are pledged. Although the City is not aware of any other payment default, it has not undertaken an independent review of bonds or other debt obligations for which it served only as a conduit issuer. To the extent any of such bonds or other debt obligations are in default as to the payment of principal and interest, the obligation of the City thereunder is limited solely to funds received from the party borrowing the proceeds of such bonds or other debt obligations, and the City is not obligated to pay principal of and interest on such bonds or debt obligations from any other funds of the City. Accordingly, any prior default with respect to such obligations issued by the City would not in the City's judgment be considered material by reasonable investors in the Series 2016 Bonds.

[Discussion of VGTI]

CONTINUING DISCLOSURE

The City has covenanted for the benefit of Series 2016 Bondholders to provide certain financial information and operating data relating to the expenses of the City, rates, fees, ad valorem taxes and Pledged Revenues, and to provide notices of the occurrence of certain enumerated material events. Annual financial information and operating data and the audited financial statements of the City will be filed by the City with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA"). The notices of material events, when and if they occur, shall be timely filed by the City with EMMA. The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E — FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement shall be executed by the City prior to the issuance of the Series 2016 Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

As the result of a change in annual disclosure provisions, the City failed to timely file audited financial statements with respect to two bond issues for Fiscal Years 2010 and 2011. Upon realizing the failure to comply, the City reported such circumstances in accordance with the requirements of the Rule, curing such failures as of October 22, 2012. At various times during the past five years, the City has inadvertently failed to file notices of material events regarding the ratings changes of the insurers of their respective indebtedness and certain ratings recalibrations. [The City has since filed notices indicating the current ratings of the bond insurers which insure their currently outstanding indebtedness]. Otherwise, the City has filed all annual reports required under all continuing disclosure undertakings entered into by it pursuant to SEC Rule 15c2-12 and has complied in all materials respects with such Rule. The City has aligned all of its EMMA filings to ensure compliance under its continuing disclosure undertakings. The City fully anticipates satisfying all future obligations required pursuant to the Rule.

[Remainder of page intentionally left blank.]

MISCELLANEOUS

The references, excerpts and summaries of all documents, resolutions and ordinances referenced herein do not purport to be complete statements of the provisions of such documents, resolutions and ordinances, and reference is directed to all such documents, resolutions and ordinances for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for and the repayment of the Series 2016 Bonds and the rights and obligations of the holders thereof.

The execution and delivery of this Official Statement has been duly authorized by the City.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Name: Gregory J. Oravec
Title: Mayor

By: _____
Name: Karen A. Phillips
Title: City Clerk

APPENDIX A
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED SEPTEMBER 30, 2015

APPENDIX B

GENERAL INFORMATION PERTAINING TO THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA

THE FOLLOWING INFORMATION CONCERNING THE CITY OF PORT ST. LUCIE, FLORIDA AND ST. LUCIE COUNTY, FLORIDA, IS INCLUDED ONLY FOR THE PURPOSE OF PROVIDING GENERAL BACKGROUND INFORMATION. THE SERIES 2016 BONDS ARE PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE OFFERING STATEMENT TO WHICH THIS INFORMATION IS APPENDED, AND ARE NOT GENERAL OBLIGATIONS OF THE CITY, THE COUNTY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE, NOR ANY POLITICAL SUBDIVISION THEREOF IS REQUIRED TO LEVY ANY TAX FOR PAYMENT OF THE SERIES 2016 BONDS.

LOCATION

The City of Port St. Lucie (the "City") is a residential community in the southern part of St. Lucie County, Florida (the "County"), and was incorporated in 1961. The City encompasses approximately 120.4 square miles of the 588 square miles of the County and is located in southeastern Florida. The City is located one hundred miles north of the City of Miami, 50 miles north of the City of West Palm Beach and about 65 miles south of the City of Melbourne. The City is served by three major north-south Florida highways: Interstate 95, the Florida Turnpike, and U.S. Highway 1.

Below is a table which shows the relative number of square miles of each incorporated municipality within the County and of the unincorporated area of the County:

Land Area	Square Miles
City of Port St. Lucie	120
City of Ft. Pierce	19
St. Lucie Village	1
Unincorporated Area	448
St. Lucie County total	588

Source: Planning and Zoning Department, City of Port St. Lucie.

GOVERNMENT

The City operates under a Mayor/Council/Manager form of government. The City Council, comprised of the Mayor and four Council members, is the primary governing body of the City. Pursuant to an amendment to the City's Charter, in November 2002, the Mayor and two City Council Members were elected to a four year term and the remaining City Council Members were elected for a two year term. Thereafter, all City's Council Members and the Mayor will be elected to a four year term. The City Manager is the chief administrative officer responsible to the City Council.

POPULATION

Currently more than 60% of the County's population resides within the City, less than one-fifth resides within the City of Ft. Pierce and the balance of the County's population resides in the unincorporated area of the County.

The City's population increased from 50 in 1960, the year before the City's incorporation, to 88,769 in 2000. The City is part of the Fort Pierce/Port St. Lucie/Stuart Standard Metropolitan Statistical Area (SMSA), which has a population of 437,811. The following table sets forth the population trends in the City, the County and the State from the years 1960 through 2000 and the City's, the County's and the State's population for the years 2004 through 2015. The City's estimated population as of September 30, 2015 was 174,132.

City of Port St. Lucie and St. Lucie County, Florida
Population Trends 1960-2015

Year	City of Port St. Lucie	Average Annual Percentage Increase	St. Lucie County	Average Annual Percentage Increase	State of Florida	Average Annual Percentage Increase
1960	50	-	39,294	-	4,951,560	-
1970	330	56.0	50,837	2.9	6,789,437	3.7
1980	14,690	435.1	87,182	7.2	9,746,959	4.4
1990	55,761	28.0	150,171	7.2	12,937,926	3.3
2000	88,769	5.9	192,695	2.8	15,982,378	1.3
2004	115,155	11.7	226,216	6.8	14,982,333	1.8
2005	129,135	12.1	240,039	6.1	15,322,040	2.3
2006	144,159	11.6	259,315	8.0	18,089,888	18.0
2007	155,315	7.7	271,961	4.9	18,680,367	3.3
2008	157,896	1.7	276,428	1.6	18,807,219	0.7
2009	155,251	(1.7)	272,864	(1.3)	18,748,925	0.3
2010	164,603	6.0	277,789	1.8	18,801,310	0.3
2011	166,041	0.9	279,696	0.7	19,057,542	1.4
2012	167,252	0.7	280,355	0.2	19,074,434	0.1
2013	167,914	0.4	281,151	0.3	19,259,543	1.0
2014	169,888	1.2	282,821	0.6	19,507,369	1.3
2015	174,132	2.5	287,749	1.7	19,815,183	1.6

Sources: University of Florida, Bureau of Economic and Business Research

BUDGET PROCESS

The City follows the procedures set forth in Chapters 166 and 200 of the Florida Statutes in establishing its budgetary data.

The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing on October 1. The operating budget includes proposed expenditures and means of financing them. Public hearings are then conducted to obtain taxpayer comments on the operating budget.

The budget is legally enacted through the passage of an ordinance by City Council on or before the thirtieth day of September of the year currently ending. The level of budgetary control is the department. The City Manager

is authorized to transfer budgeted amounts within departments of any fund. Revisions that alter the budget totals of any department require approval of the City Council. Unencumbered appropriations lapse at year end.

The reported budgetary data represent the final approved budget after amendments adopted by the City Council.

Budgets for general and special revenue funds are adopted on a basis consistent with generally accepted accounting principles, except that encumbrances are presented as expenditures.

Formal budget integration is not employed for proprietary, capital project or trust funds because effective budgetary control is achieved by alternate measures. Budgeted amounts are as originally adopted, or as amended by the City Council.

[Remainder of page intentionally left blank]

SOURCES OF REVENUES OF THE CITY

Revenue

Set forth below are the sources of revenue for the last ten fiscal years:

GENERAL REVENUES BY SOURCE
LAST TEN FISCAL YEARS
CITY OF PORT ST. LUCIE, FLORIDA

Fiscal Year	Taxes	Licenses & Permits	Fines & Forfeitures	Inter-governmental	Charges for Services	Interest on Investment	Miscel-laneous	Human Services	Total
2006	$51,761,788	$8,525,628	$889,044	$28,498,714	$12,530,657	$8,861,164	$58,210,956	$109,338	$199,740,865
2007	67,267,830	5,747,294	1,150,631	28,569,107	13,409,488	17,208,824	15,722,143	116,300	168,798,533
2008	61,086,578	13,177,960	970,097	34,464,721	12,501,201	7,693,158	4,998,787	108,017	151,305,393
2009	52,136,148	12,427,201	1,009,035	28,899,528	11,985,186	1,937,732	5,171,514	104,965	125,859,670
2010	48,481,802	11,452,024	1,121,170	32,424,409	13,282,633	3,884,779	3,295,377	115,435	125,691,087
2011	52,516,922	11,022,562	756,683	26,608,782	15,917,455	2,387,683	3,170,063	99,098	133,290,133
2012	52,664,169	11,857,491	1,298,268	24,842,507	17,463,400	1,999,832	4,766,083	106,485	135,421,714
2013	52,554,602	12,004,191	2,107,086	23,815,605	37,632,182	722,180	4,926,861	109,691	133,872,398
2014	53,676,014	13,498,879	2,974,283	25,013,772	36,621,456	561,573	2,377,606	100,829	134,824,412
2015	56,092,766	14,866,090	2,400,496	27,552,696	49,109,473	1,136,378	2,983,018	78,460	159,359,843

Source: City of Port St. Lucie Finance Department

Expenditures

Set forth below are the City's expenditures by function for the last ten fiscal years:

GENERAL GOVERNMENTAL EXPENDITURES BY FUNCTION
LAST TEN FISCAL YEARS
CITY OF PORT ST. LUCIE, FLORIDA

Fiscal Year	General Government	Public Safety	Physical Environment	Transportation	Economic Environmen	Human Services	Culture an Recreatio	Capital Outlay[2]	Debt Service	Total[1]
2006	$13,376,409	$34,610,167	$913,514	$11,706,250	$3,234,282	$1,309,706	$6,861,866	$86,801,669	$34,033,258	$192,847,121
2007	12,862,379	34,160,143	1,277,461	13,979,979	6,472,106	1,546,693	7,384,388	104,864,122	47,950,702	230,497,973
2008	12,072,175	37,171,553	1,195,176	21,165,446	8,034,727	1,585,256	7,570,299	201,807,935	59,340,257	349,942,824
2009	10,859,846	39,746,373	3,529,369	15,103,623	3,598,068	1,529,441	10,591,211	106,373,286	46,594,033	237,925,250
2010	12,201,341	39,380,020	1,409,355	11,899,324	17,129,859	1,610,095	9,662,874	43,983,462	50,531,632	187,822,812
2011	12,173,872	34,743,405	2,582,236	12,774,026	8,989,001	1,297,163	9,228,267	41,935,095	53,434,808	177,157,873
2012	14,061,451	34,889,571	1,226,884	16,621,657	9,259,342	1,226,221	9,954,625	—	53,827,519	141,067,270
2013	15,988,836	36,101,367	1,406,047	15,641,435	9,528,869	1,149,142	10,676,942	—	52,240,319	142,732,957
2014	9,736,915	41,849,736	422,095	19,736,039	4,692,918	1,298,293	16,186,300	—	59,194,463	153,136,759
2015	10,179,367	43,019,715	17,692,425	28,059,537	5,911,487	1,092,235	15,615,951	---	45,833,411	167,404,128

Source: City of Port St. Lucie Finance Department

(1) General governmental expenditures may be paid from sources other than General Fund revenues. Accordingly, the total amount of general governmental expenditures in a given Fiscal Year may exceed the total General Fund revenues for that fiscal year.

(2) Starting in Fiscal Year 2012, Capital Outlay expenditures are included in their respective functional categories.

COMMERCE AND INDUSTRY

The City has a stable, diversified service sector base, and is a center for tourism, recreation, and residences. The City also has an evolving bio-medical industry. Major economic activities of the City and surrounding areas include construction, transportation, tourism, wholesale and retail trade, truck farming, citrus, cattle and major league sports. The New York Mets baseball team operates a team spring training complex within the City limits. Port St. Lucie has two Professional Golfers' Association of America (PGA) courses, one is PGA Village, a 54-hole public golf course adjacent to the City with a state-of-the-art golf school, the PGA Learning Center and the other is in an 18-hole private golf course, the PGA St. Lucie West Country Club located in the Village of St. Lucie West. In addition, there is the City-owned Saints Golf Course, Club Med Resorts' golf course, St. James Golf Course and Tesoro's Club and Golf Course.

Although primarily planned and platted for low density single-family residential development, the city has worked to diversify its land uses to create a mix of housing types and to attract new industry. Several master planned communities are located within the municipal boundaries of Port St. Lucie. Ballantrae Golf and Yacht Club is a 402-acre planned community along the North Fork of the St. Lucie River that includes a Jack Nicklaus Signature Golf Course and 400 single family and multi-family dwelling units. Future plans include the development of a marina with 67 boat slips, a church, day care center, and an additional 195 residential dwelling units. St. Lucie West is a master planned community of approximately 4,600 acres consisting of single and multi-family housing in addition to commercial and industrial development. Approximately 90% of the project has been developed with the balance under construction or in various stages of planning.

The Tradition master planned community is located west of Interstate 95 in the city's southwest annexation area. Tradition is approved for 6,945 residential units, 950,000 square feet of retail development, 700,000 square feet of office, and 90,000 square feet of industrial development. Tradition currently has approximately 2,388 residences, a 600,000 square foot shopping center anchored by Target, a neighborhood mixed use center anchored by a 112,421 square foot Publix Supermarket, restaurants, shops and offices, and a new 300-bed independent and assisted living facility.

The Tradition Center for Innovation is adjacent to the Tradition master planned community. Located within the Southern Groves master planned development, the Tradition Center for Innovation is home to the 100,000 square foot Torrey Pines Institute for Molecular Studies, and the Martin Memorial Health Systems Hospital. With five miles of frontage along Interstate 95, Southern Groves is recognized as the City's jobs corridor. It is approved for 7,388 residential units, 13,187,743 square feet of nonresidential development, 791 hotel rooms, and 300 hospital beds. Additional proposed developments in the southwest annexation area include a 3,800 acre GL Homes master planned development and a 2,500 acre Ansca Homes master planned development. There are several other planned communities within the City including Tradition, Tesoro, Veranda, Copper Creek, and Verano. East Lake Village is located within the boundaries of the City's CRA in eastern Port St. Lucie.

Land adjacent to the North Fork of the St. Lucie River is utilized by Club Med Resorts. The Resort has the following facilities available: a large motel, vacation villas, a marina, a golf course and restaurants.

Principal Employers
St. Lucie County, Florida
2015

Employer	Number of Employees
St. Lucie School Board	5,273
Indian River State College	2,400
Lawnwood Regional Medical Center	1,339
City of Port St. Lucie	1,096
Convey Health Solutions	950
Wal-Mart Distribution Center	890
Martin Health System	850
St. Lucie Medical Center	850
Florida Power & Light Company	829
Teleperformance	800
St. Lucie County	800

Source: Economic Development Council of St. Lucie County; EMSI (Economic Modeling Specialists, Inc.) as of February 5, 2016.

Personal Income[1]
St. Lucie County, Florida
(2006—2015)

Fiscal Year	Total Personal Income (000's)	% Increase	Per Capita
2006	$ 16,473,405		$ 41,494
2007	17,476,595		42,584
2008	17,784,222		42,595
2009	16,221,628		38,637
2010	16,458,433		38,703
2011	17,694,858		41,307
2012	19,124,774		44,229
2013	19,011,374		43,426
2014	19,987,336		44,974
2015	n/a		n/a

Source: City of Port St. Lucie, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2015.

The unemployment rate for the County is generally higher than the unemployment rate for the State due, in part, to the greater dependence on agricultural and construction employment within the County and seasonal variations related to such employment. The City's unemployment rate is generally lower than the unemployment rate for the County due, in part, to the fact that the City does not heavily rely on the agricultural sector for employment.

Labor Force
St. Lucie County, Florida

Year	Labor Force	Employment	Unemployment Number	Unemployment Rate
2006	118,279	113,393	4,886	4.9%
2007	122,976	116,021	6,955	6.9
2008	123,438	112,615	10,823	10.4
2009	124,107	107,321	16,786	15.3
2010	125,226	109,595	15,631	12.5
2011	124,982	108,289	16,693	13.4
2012	125,941	112,010	13,931	11.1
2013	128,813	116,586	12,227	9.5
2014	130,096	121,936	8,160	6.3
2015	129,459	122,544	6,915	5.3

Source: Labor Market Statistics, Local Area Unemployment Statistics Program.

Labor Force
State of Florida

Year	Labor Force	Employment	Unemployment Number	Unemployment Rate
2006	8,886,000	8,588,000	299,000	3.4%
2007	9,079,000	8,709,000	369,000	4.1
2008	9,206,000	8,628,000	578,000	6.3
2009	9,197,000	8,232,000	966,000	10.5
2010	9,207,000	8,228,000	979,000	10.6
2011	9,131,000	8,119,000	1,012,000	11.1
2012	9,369,000	8,562,000	807,000	8.6
2013	9,463,000	8,814,000	649,000	6.8
2014	9,608,000	9,091,000	517,000	5.4
2015	9,630,000	9,173,000	457,000	4.7

Source: Labor Market Statistics, Local Area Unemployment Statistics Program.

Construction and Property Value
Last Ten Years
City of Port St. Lucie, Florida

	Construction			
	Residential		Commercial	
Year	Number of Units	Value	Number of Units	Value
2006	4,183	$512,461,746	381	$144,886,669
2007	1,289	185,825,190	449	148,693,443
2008	609	74,176,293	407	95,398,929
2009	197	14,978,683	290	61,687,034
2010	198	15,955,030	322	72,674,854
2011	188	20,315,132	245	52,119,534
2012	162	20,568,540	279	96,402,278
2013	430	50,306,661	292	59,575,324
2014	836	103,680,020	276	21,290,019
2015	928	121,984,614	353	42,343,799

Source: City of Port St. Lucie, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2015.

Note: The construction permit data switched from calendar year (January 1 — December 31) to fiscal year (October 1 — September 30) starting with Year 2011 figures.

Bank Deposits
Last Ten Fiscal Years
City of Port Lucie, Florida (in thousands)

Year	Banks	Savings & Loans	Total
2006	$957,130	$682,729	$1,639,859
2007	1,032,620	693,129	1,725,749
2008	1,243,209	143,100	1,386,309
2009	2,010,141	271,845	2,281,986
2010	1,938,644	251,496	2,190,140
2011	1,862,139	224,422	2,086,561
2012	2,039,982	111,638	2,151,620
2013	2,162,488	29,362	2,191,850
2014	2,227,213	28,746	2,255,959
2015	2,378,673	30,390	2,409,063

Source: www.FDIC.gov
Summary of Deposits (SOD) data
Years 2006-2008 data are as of the end of third quarter, September 30th.
Years 2009-2015 data is as of the second quarter, June 30th.

EDUCATIONAL FACILITIES

The County public school district has seventeen elementary schools, eight elementary/middle combination schools, four middle schools, one middle/high combination school, five senior high schools, three alternative schools, four charter schools, one charter lab school and two virtual schools.

There are ten private schools supplementing the public school system. Within Port St. Lucie, there are two institutions of higher education. The list includes one private college, Keiser University, and one public institution, the St. Lucie West campus of Indian River State College (IRSC). Keiser University focuses on vocational education, and associate, bachelor and graduate degrees for non-traditional students. IRSC is a four-year state college located in Ft. Pierce with locations in surrounding counties. It operates a 40-acre campus in the master planned community of St. Lucie West. Bachelor degrees are offered in applied science, biology, education, nursing, and digital media as well as associate degrees.

AGRICULTURE

The County is the 7th largest aquaculture economy in the State, the 6th largest fruit-producing county in the State, and 1st in grapefruit acreage. According to the 2010 census, the County has a total area of approximately 572 square miles. Approximately fifty-three percent (53%) of the County's land is classified as agriculture. According to the U.S. Department of Commerce's 2012 Census of Agriculture, as of 2012 there were 406 counted farms in the County, encompassing approximately 195,155 acres. The market value of all agricultural products (i.e., crops and livestock) produced in the County amounted to $168 million in sales.

TOURISM AND RECREATION

A combination of favorable climate and available recreational assets such as 21 miles of beaches, tennis courts, golf courses, world class fishing, and a thriving arts and culture scene has made tourism an important industry in St. Lucie County. Within the County, there are 56 hotels, motels, RV parks, and campgrounds with approximately 4,800 total units. The County also has over 319 licensed dining establishments with an estimated seating capacity in excess of 27,000. The County has one inlet, located at its northeast corner and is connected to the federally-maintained Intracoastal Waterway. City residents have easy access to the ocean by way of the North Fork of the St. Lucie River through its protected, tree-lined waterway meandering through the City. Besides boating and fishing, the City maintains 151 acres of developed Community Parks, 102 acres of developed Neighborhood Parks and maintains an additional 659 acres of open space parks, natural resource based parks/preserves and a botanical gardens. Community Parks have lighted facilities for organized athletic programs. The City also owns and operates the Saints Golf Course, a 185 acre, 18-hole championship golf course. The Port St. Lucie Civic Center is a unique, state-of-the-art 100,000 square foot facility, featuring two elegant ballrooms, an art gallery, an indoor gymnasium, a fitness center and the outdoor Village Square and Plaza Stage. The Civic Center welcomes many thousand monthly for concerts, events, festivals and fitness and recreational opportunities.

TRANSPORTATION FACILITIES

Highways: Within its 120 square miles of area, the City provides approximately 911 miles of paved roads. The transportation network makes up approximately 7,000 acres which is 9% of the City's land area. The City has excellent access to three major north-south Florida highways. Both Interstate I-95 and the Florida Turnpike have interchanges in the City. U.S. Route 1 is the primary local highway with most of the area's commercial development along this corridor. The City has easy access to two principle east-west highways. State Road 76 connects Stuart to southwest Florida and State Road 70 provides connections to other Florida West Coast areas.

Bus and Taxi Service: Greyhound Bus Lines has a terminal located in Fort Pierce near the I-95 and the Florida Turnpike interchanges, offering daily scheduled service for nationwide thru-line and charter service. The City has three taxi services and seven motor services to Palm Beach International Airport.

Rail Transportation: Freight service to the Port St. Lucie region is provided by the Florida East Coast Railroad which operates from Jacksonville to Miami. Passenger railway service is located in nearby West Palm Beach.

Sea Port: The Port of Fort Pierce, ten miles north of the City, is a deep water port accommodating ships of up to six hundred feet. Cargo traffic consists primarily of citrus, vegetables, and fertilizer. There is 64,000 square feet of dry storage and an additional 8,000 square feet of refrigerated storage in dock warehouses which are owned and operated by Indian River Terminal Company.

Airports: The St. Lucie County International Airport is located in nearby Fort Pierce and presently has two runways. In addition, the facility provides fuel, repair, hanger and U.S. customs and immigration services. Palm Beach International Airport (less than 50 miles away from the City) is the closest major commercial traffic airport, servicing most U.S. airlines.

POLICE AND FIRE

The City's Police Department consists of approximately 229 authorized full-time sworn officers and 66 full-time civilian personnel, for a total of 295 fulltime employees. The Department's budget for Fiscal Year 2015-2016 is $40.5 million, as compared to $38.4 million for Fiscal Year 2014-2015. It is estimated that the Department handled 110,647 calls for service in 2015 and of those calls 2,535 involved "serious" crimes (i.e. homicide, rape, robbery, aggravated assault, burglary, theft, auto theft). There were 2 reported homicides in 2015, 6 reported homicides in 2014, and 2 reported homicide in 2013.

There are a number of programs offered to residents: a close patrol plan of homes belonging to seasonal residents, an infant car seat loan program, an active neighborhood crime watch program, Police Athletic League, Domestic Violence Security Program, Victim Assistance/Advocate and Reverse 911 System. As part of the local justice system, there are programs (such as the Juvenile Restorative Justice Initiative (which includes teen court, peer review, and a Juvenile Counselor) available for youth offenders, Police Explorers, Volunteer Program, Sexual Offender Monitoring, and School Resource Officers.

The City's Fire Department consists of approximately ___ authorized full-time firemen and _____ full-time civilian personnel, for a total of _____ fulltime employees. The Department's budget for Fiscal Year 2015-2016 is $_____ million, as compared to $____ million for Fiscal Year 2014-2015. It is estimated that the Department handled _____ calls for service in 2015.

EMPLOYEE RELATIONS

The City currently maintains 1,004.55 full-time equivalent allocated positions, as authorized by the City Council. Under the Constitution of the State, employees have the right to join together for the purposes of collective bargaining. The City has six (6) active unions, International Association of Police Officers (IUPA) with one unit representing the Police Officers, one unit representing the Police Sergeants, and one unit representing the Police Lieutenants. The Federation of Public Employees (FOPE) represents general employees, the Government Supervisors Association of Florida, Local 100 (OPEIU/Supv.) represents supervisors, and The Government Supervisors Association of Florida, Local 100 (OPEIU/Prof.) represents professional workers. Strikes by municipal employees, under any conditions, are prohibited by the Florida Constitution. The City maintains a Civil Service Appeals Board. Employees may be removed for cause.

APPENDIX C
COPY OF BOND RESOLUTION

APPENDIX D
FORM OF BOND COUNSEL OPINION

APPENDIX E
FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the City of Port St. Lucie, Florida (the "Issuer") in connection with the issuance of its $_____ City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds").

The Series 2016 Bonds are being issued pursuant to the Constitution and the laws of the State of Florida, including Chapter 166, Parts I and II, Florida Statutes, as amended, and other provisions of law, and Ordinance 16-13 enacted by the City Council of the Issuer (the "City Council") on _____, 2016, Resolution 14-R10 adopted by the City Council on January 13, 2014, as amended and restated in its entirety by Resolution 14-R116 adopted by the City Council on July 28, 2014, as supplemented by Resolution _____ adopted by the City Council on _____, 2016 (collectively, the "Bond Resolution"). Capitalized terms used but not otherwise defined herein shall have the same meaning as when used in the Bond Resolution unless the context would clearly indicate otherwise. The Issuer covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE AGREEMENT. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Series 2016 Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule. All documents provided to the Municipal Securities Rulemaking Board ("MSRB")pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Agreement, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2016 Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Agreement.

"Participating Underwriters" shall mean the original underwriters of the Series 2016 Bonds required to comply with the Rule in connection with the offering of the Series 2016 Bonds.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than April 30th after the end of the Issuer's last fiscal year (presently ends September 30), commencing with the report for the 2015-2016 fiscal year, provide to EMMA an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report only if they are not available by that date so long as they are provided when they become available. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice to EMMA, in substantially the form attached as Exhibit A, accompanied by a cover sheet in the form set forth as Exhibit B.

(c) The Dissemination Agent shall, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to EMMA.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update of the table entitled "Electric Utility Tax Revenues Historical Collections" from the Official Statement presented in a manner consistent with the presentation of such information in the Official Statement.

Relating to information to be provided to EMMA, the information provided under Section 4(b) may be included by specific reference to other documents, including official

statements of debt issues of the Issuer or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS. Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice with EMMA of the occurrence in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Series 2016 Bonds, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016 Bonds, or other material events affecting the tax status of the Series 2016 Bonds;

7. Modifications to rights of the holders of the Series 2016 Bonds, if material;

8. Series 2016 Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;

11. Ratings changes;

12. Bankruptcy, insolvency, receivership, or similar proceeding of the Issuer. For purposes of this clause 12, any such event shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

14. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

15. Appointment of a successor or additional trustee or paying agent or the change of name of a trustee or paying agent, if material; and

16. Notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

SECTION 6. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance prior redemption or payment in full of all of the Series 2016 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Series 2016 Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. The initial Dissemination Agent shall be the Issuer.

SECTION 8. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 (a), 4, or 5 (a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2016 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2016 Bonds in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2016 Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations

of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. ADDITIONAL INFORMATION. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. DEFAULT. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Series 2016 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement; provided, however, the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with the provisions of this Disclosure Agreement shall be an action to compel performance. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Ordinance.

SECTION 11. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the

Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2016 Bonds.

SECTION 12. BENEFICIARIES. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2016

CITY OF PORT ST. LUCIE, FLORIDA

_____
Name: Gregory J. Oravec
Title: Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Azlina Goldstein, Interim City Attorney

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

City: City of Port St. Lucie, Florida

Obligated Person: _____

Name(s) of Bond Issue(s): City of Port St. Lucie, Florida
Public Service Tax Refunding Revenue Bonds, Series 2016

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate. [The City has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

[Dissemination Agent]

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

City's and/or Other Obligated Person's Name:

_____

City's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the Series 2016 Bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Tender offers;"
13._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the City or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Date:

EXHIBIT D

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT, dated as of _____, 2016 (this "Agreement"), by and between the **CITY OF PORT ST. LUCIE, FLORIDA,** a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, having its designated corporate trust office in Orlando, Florida, as escrow agent hereunder (the "Escrow Agent").

WHEREAS, the City has heretofore issued its (1) Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2004 Certificates"), and (2) Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City and U.S. Bank National Association (the "Trustee"), as successor trustee to SunTrust Bank (the "Indenture"); and

WHEREAS, the City has determined to exercise its option under the Indenture to refund the Series 2004 Certificates and Series 2008 Certificates identified on Schedule A attached hereto (the "Refunded 2004 Certificates" and "Refunded 2008 Certificates," respectively, and collectively, the "Refunded Certificates"); and

WHEREAS, the City has determined to issue its City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") pursuant to Resolution 14-R116 adopted on July 28, 2014, in order to provide payment, together with other legally available moneys of the City, for the Refunded Certificates and to discharge and satisfy the pledges, liens and other obligations of the City under the Indenture in regard to such Refunded Certificates; and

WHEREAS, the issuance of the Series 2016 Bonds, the purchase by the Escrow Agent of the hereinafter defined Escrow Securities, the deposit of such Escrow Securities into the herein defined Escrow Fund and the payment and discharge of the Refunded Certificates in accordance with the Indenture shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PREAMBLES. The recitals stated above are true and correct and incorporated herein.

SECTION 2. RECEIPT OF RESOLUTION AND VERIFICATION REPORT. Receipt of a true and correct copy of the above-mentioned Indenture and this Agreement is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Indenture, including but not limited to Articles IV and IX thereto, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the verification report of GNP Services, CPA, PA, dated _____, 2016 (the "Verification Report"). Reference herein to or citation herein of any provisions of the Indenture or the Verification Report shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

SECTION 3. PAYMENT AND DISCHARGE OF REFUNDED CERTIFICATES. The City by this writing exercises its option to cause the Refunded Certificates to be paid and discharged in accordance with the provisions of the Indenture.

SECTION 4. ESTABLISHMENT OF ESCROW FUND AND ACCOUNTS. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Port St. Lucie, Florida Certificates of Participation (Series 2004 and 2008) Escrow Deposit Trust Fund (the "Escrow Fund"). There shall be two separate accounts within such Escrow Fund, the "2004 Account" and the "2008 Account" (collectively, the "Escrow Accounts"). The Escrow Fund and Escrow Accounts shall be held in the custody of the Escrow Agent as trust funds for the benefit of the holders of the Refunded Certificates, separate and apart from other funds and accounts of the City and the Escrow Agent. **Specifically, and notwithstanding any other provision herein, the 2004 Account shall secure only the Refunded 2004 Certificates and the 2008 Account shall secure only the Refunded 2008 Certificates.** The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of (i) the 2004 Account the sum of $_____ received from the City from proceeds of the Series 2016 Bonds and $_____ received from the City from moneys on deposit in the Certificate Fund (as defined in the Indenture) and allocated to the Refunded 2004 Certificates, and (ii) the 2008 Account the sum of $_____ received from the City from proceeds of the Series 2016 Bonds and $_____ received from the City from moneys on deposit in the Certificate Fund (as defined in the Indenture) and allocated to the Refunded 2008 Certificates.

SECTION 5. DEPOSIT OF MONEYS AND SECURITIES IN ESCROW FUND. The City hereby directs and the Escrow Agent represents and

acknowledges that, concurrently with the deposit of the proceeds of the Series 2016 Bonds (the "Bond Proceeds") and the City moneys (the "City Moneys") under Section 4 above, it has used $_____ of the Bond Proceeds in the 2004 Account and the 2008 Account and all of the City Moneys in the 2004 Account and the 2008 Account to purchase on behalf of and for the account of the City certain United States Treasury obligations [- State and Local Government Series] (collectively, together with any other securities which may be on deposit, from time to time, in such Escrow Accounts, the "Escrow Securities"), which are described in Schedule B hereto, and the Escrow Agent will deposit such Escrow Securities and $___ in cash (the "Cash Deposit") in the appropriate Escrow Accounts of the Escrow Fund as shown in Schedule B.

The Escrow Securities shall be noncallable, direct obligations of the United States of America.

In the event any of the Escrow Securities described in Schedule B hereto are not available for delivery on _____, 2016, the Escrow Agent may, at the written direction of the City and with the approval of Bond Counsel, substitute other United States Treasury obligations and shall credit such other obligations to the Escrow Fund and hold such obligations until the aforementioned Escrow Securities have been delivered. Bond Counsel shall, as a condition precedent to giving its approval, require the City to provide it with a revised Verification Report in regard to the adequacy of the Escrow Securities, taking into account the substituted obligations to pay the Refunded Certificates in accordance with the terms hereof. The Escrow Agent shall in no manner be responsible or liable for failure or delay of Bond Counsel or the City to promptly approve the substitutions of other United States Treasury obligations for the Escrow Fund.

SECTION 6. SUFFICIENCY OF ESCROW SECURITIES AND THE CASH DEPOSIT. In reliance upon the Verification Report, the City represents that the Cash Deposit in each Escrow Account in the Escrow Fund and the interest on and the principal amounts successively maturing on the Escrow Securities in each Escrow Account of the Escrow Fund in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest) are sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the respective Refunded Certificates as described in Schedule C attached hereto. If the Escrow Securities and the Cash Deposit shall be insufficient to make such payments, the City shall timely deposit to the appropriate Escrow Account of the Escrow Fund, solely from legally available funds of the City, such additional amounts as may be required to pay the Refunded Certificates as described in Schedule C hereto. Notice of any insufficiency shall be given by the Escrow Agent to the City as promptly as possible, but the Escrow Agent shall in no manner be responsible for the City's failure to make such deposits.

SECTION 7. ESCROW SECURITIES AND THE CASH DEPOSIT IN TRUST FOR HOLDERS OF REFUNDED CERTIFICATES. The deposit of the Escrow Securities and the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of United States Obligations (as described in the Indenture) and cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Certificates at such times and in such amounts as set forth in Schedule C hereto, and the principal of and interest earnings on such Escrow Securities and the Cash Deposit shall be used solely for such purpose.

SECTION 8. ESCROW AGENT TO PAY REFUNDED CERTIFICATES FROM ESCROW FUND. The City hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of money to the Trustee as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Certificates in the amounts and at the times provided in Schedule C hereto. The Escrow Securities and the Cash Deposit shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Certificates as the same may mature or be redeemed. If any payment date shall be a day on which either the Trustee for the Refunded Certificates or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent may make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Certificates pursuant to this Agreement shall be limited to the application of the Escrow Securities and the Cash Deposit and the interest earnings thereon available for such purposes in the Escrow Fund.

SECTION 9. REINVESTMENT OF MONEYS AND SECURITIES IN ESCROW FUND. Moneys deposited in the Escrow Fund shall be invested only in the Escrow Securities listed in Schedule B hereto and the Cash Deposit and, except as provided in Section 5 hereof and this Section 9, neither the City nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

Except as provided in Section 5 hereof and in this Section 9, the Escrow Agent may not sell or otherwise dispose of any or all of the Escrow Securities or the Cash Deposit in the Escrow Fund and reinvest the proceeds thereof in other securities nor may it substitute securities for any of the Escrow Securities, except upon written direction of the City and where, prior to any such reinvestment or substitution, the Escrow Agent has received from the City the following:

(a) a written verification report by a firm of independent certified public accountants, of recognized standing, appointed by the City and acceptable to the Escrow Agent, to the effect that after such reinvestment or substitution the principal amount of Escrow Securities, together with the interest thereon, will be sufficient to pay the Refunded Certificates as described in Schedule C hereto (such verification shall not be necessary in the event the City shall determine to reinvest

cash in Escrow Securities which mature on or before the next principal and/or interest payment date for the Refunded Certificates and which have a maturity amount which is at least equal to the cash amount invested in such Escrow Securities); and

(b) a written opinion of nationally recognized Bond Counsel to the effect that (i) such investment will not cause the Series 2016 Bonds or the Refunded Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, as amended, and the regulations promulgated thereunder or otherwise cause the interest on the Refunded Certificates or the Series 2016 Bonds to be included as gross income for purposes of federal income taxation, and (ii) such investment does not violate any provision of Florida law or of the Indenture.

The above-described verification report need not be provided in the event the City purchases Escrow Securities with the proceeds of maturing Escrow Securities and such purchased Escrow Securities mature on or before the next interest payment date for the Refunded Certificates and have a maturity amount which is at least equal to the cash amount invested in such Escrow Securities.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Fund, such surplus moneys shall be released to the City upon its written direction. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Trustee for the Refunded Certificates in an amount sufficient to pay the Refunded Certificates as described in Schedule C hereto, whereupon the Escrow Agent shall sell or redeem any Escrow Securities remaining in the Escrow Fund, and shall remit to the City the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

SECTION 10. REDEMPTION OF CERTAIN REFUNDED CERTIFICATES. The City hereby irrevocably instructs the Escrow Agent to direct, on behalf of the City, that the Trustee, give at the appropriate times the notice or notices, if any, required by the Indenture in connection with the redemption of any of such Refunded Certificates. Such notice(s) of redemption shall be given by the Trustee for such Refunded Certificates in accordance with the Indenture. The Escrow Agent shall cause the Trustee to file such redemption notice with the Electronic Municipal Market Access within ten business days of it being so given. The Refunded 2004 Certificates shall be redeemed on _____, 2016 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The Refunded 2008 Certificates maturing on and after September 1, 2019 shall be redeemed on September 1, 2018 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The Refunded 2008 Certificates maturing prior to September 1, 2019 shall be paid at their respective maturities.

SECTION 11. DEFEASANCE NOTICE TO HOLDERS OF REFUNDED CERTIFICATES. Concurrently with the deposit of the Escrow Securities set forth in Section 5 hereof, the Refunded Certificates shall be deemed to have been paid and discharged within the meaning and with the effect expressed in Article IX of the Indenture. Within 15 days of the deposit of moneys into the Escrow Fund, the Escrow Agent, on behalf of the City, shall mail, or cause the Trustee to mail, to the owners of the Refunded Certificates the appropriate notice in the forms provided in Schedules D-1 and D-2 for the Refunded 2004 Certificates and the Refunded 2008 Certificates, respectively, attached hereto. The Escrow Agent shall file such defeasance notice with the Electronic Municipal Market Access within ten business days of the date hereof.

SECTION 12. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Certificates shall have an express lien on that portion of the Escrow Securities and Cash Deposit which is deposited in their respective Escrow Account within the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Indenture. Neither the City nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 13. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the City and the holders from time to time of the Refunded Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition

affects the rights of the holders of the Refunded Certificates, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the City agrees to and shall pay to the Escrow Agent the fees and expenses as shall be agreed to in writing by the parties hereto. The Escrow Agent shall have no lien whatsoever upon any of the Escrow Securities in said Escrow Fund for the payment of such proper fees and expenses. The City further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or misconduct. Indemnification provided under this Section 14 shall survive the termination of this Agreement.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the City or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the City of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, the purchase, retention or payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement or any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the City and to holders of the Refunded Certificates to the extent of their respective damages for negligent or willful acts, omissions or errors of the Escrow Agent which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT. As soon as practicable after the first day of March 1 and September 1 of each year, but no later than March 30 and September 30, respectively, of each year, commencing with September 1, 2016, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward in writing to the City a statement in detail of the Escrow Securities held as of March 1 or September 1 of that year, whichever is applicable, and the income and maturities thereof, and withdrawals of money from the Escrow Fund, since the last statement furnished pursuant to this Section 15.

The City acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive individual confirmations of security transactions at no additional cost, as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law.

SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 60 days' written notice to the City and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Certificates then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Certificates then outstanding or by the City as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the City or the holders of a majority in aggregate principal amount of the Refunded Certificates then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Certificates then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Certificates then outstanding in the manner above provided, and any such temporary Escrow Agent so

appointed by the City shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The City shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the City pursuant to the foregoing provisions of this Section 16 within 60 days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Refunded Certificates or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the City the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge, and shall have no further liability hereunder and the City shall indemnify and hold harmless the Escrow Agent, to the extent allowed by law, from any such liability, including costs or expenses incurred by the Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state (and authorized to transact trust business in Florida), and shall have at the time of appointment capital and surplus of not less than $30,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the City execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 17. TERMINATION OF AGREEMENT. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the City.

SECTION 18. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 19. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 21. NOTICES. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

U.S. Bank National Association
Global Corporate Trust Services
225 E. Robinson Street, Suite 250
Orlando, Florida 32801

City of Port St. Lucie, Florida
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984
Attention: Finance Director/Treasurer

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first written herein.

CITY OF PORT ST. LUCIE, FLORIDA

(SEAL)

_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By:_____
Authorized Signatory

SCHEDULE A

DESCRIPTION OF THE REFUNDED CERTIFICATES

Refunded 2004 Certificates

Maturity (September 1)	Principal Amount	Interest Rate

Refunded 2008 Certificates

Maturity (September 1)	Principal Amount	Interest Rate

SCHEDULE B

ESCROW SECURITIES

2004 Account*

Type of Security	Type of SLGs	Maturity Date	Par Amount	Rate

2008 Account*

Type of Security	Type of SLGs	Maturity Date	Par Amount	Rate

* The City Moneys are allocated to the earliest maturing SLGs

SCHEDULE C

DEBT SERVICE REQUIREMENTS FOR REFUNDED CERTIFICATES

Refunded 2004 Certificates

Date	Principal	Interest	Premium	Total

Refunded 2008 Certificates

Date	Principal	Interest	Premium	Total

SCHEDULE D-1

FORM OF NOTICE OF DEFEASANCE

Notice is hereby given pursuant to the Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City of Port St. Lucie, Florida and U.S. Bank National Association (the "Indenture"), that all of the outstanding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida identified below (the "Refunded Certificates") are deemed to be paid within the meaning of the Indenture and shall no longer be outstanding under or secured by the Indenture and the liens created thereby for the benefit of the holders of the Refunded Certificates and shall be secured solely from the irrevocable deposit of U.S. Treasury obligations made by the City with U.S. Bank National Association, as Escrow Agent Pursuant to the Escrow Deposit Agreement dated as of _____, 2016, between the City and the Escrow Agent, in accordance with Article IX of the Indenture. The Refunded Certificates shall be redeemed on _____, 2016, at the offices of the Trustee for such Refunded Certificates (U.S. Bank National Association) at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date.

Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2004 (Public Buildings Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida

Maturity Date)	Par Amount	Interest Rate	CUSIP

SCHEDULE D-2

FORM OF NOTICE OF DEFEASANCE

Notice is hereby given pursuant to the Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City of Port St. Lucie, Florida and U.S. Bank National Association (the "Indenture"), that all of the outstanding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida identified below (the "Refunded Certificates") are deemed to be paid within the meaning of the Indenture and shall no longer be outstanding under or secured by the Indenture and the liens created thereby for the benefit of the holders of the Refunded Certificates and shall be secured solely from the irrevocable deposit of U.S. Treasury obligations made by the City with U.S. Bank National Association, as Escrow Agent Pursuant to the Escrow Deposit Agreement dated as of _____, 2016, between the City and the Escrow Agent, in accordance with Article IX of the Indenture. The Refunded Certificates that mature on and after September 1, 2019 shall be redeemed on September 1, 2018 at the offices of the Trustee for such Refunded Certificates (U.S. Bank National Association) at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The Refunded Certificates that mature before September 1, 2019 shall be paid at maturity.

Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payments to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida

Maturity Date)	Par Amount	Interest Rate	CUSIP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
James Angstadt, PE, Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Item #20150059 – Cameo Blvd. Sidewalk Construction Project

Submittal Date: 3/21/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 4 – Improved Mobility within Port St. Lucie, Objective No. 2, "Increase the mileage of sidewalks".

BACKGROUND: Since 2006, the City has prioritized the design and construction of sidewalks citywide. The original areas of emphasis were in the proximity of schools, especially elementary schools to provide a safe route to school for the children. The Cameo Boulevard Sidewalk Project is on the Phase IV Priority list that was approved by Council.

The project consists of constructing approximately one and seven tenths (1.7) miles of six (6) foot wide concrete sidewalk. The sidewalk will be constructed on the east side of Cameo Boulevard from the Port St. Lucie Boulevard north to Crosstown Parkway. An E-Bid was issued on January 14, 2016 to one thousand four hundred ninety nine (1,499) suppliers with forty (40) listed as plan holders. The E-Bid was opened on February 19, 2016 with six (6) firms submitting proposals.

ANALYSIS: Staff has reviewed all the proposals and finds that Marquee Development, Inc. provides the lowest responsive responsible bid. This project is funded by the Florida Department of Transportation through a LAP Agreement which requires that the bid be awarded to the lowest responsive responsible bidder. Marquee Development, Inc. meets the City's standards and is not a local firm.

FINANCIAL INFORMATION: Funds are available in the CIP Road & Bridge Fund / Improvements O/T Building / Cameo Blvd. Sidewalk Construction Project

LEGAL INFORMATION: Reviewed by Ella Gilbert on 3/25/2016 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract for E-Bid #20150059 Cameo Boulevard Sidewalk Construction Project to Marquee Development, Inc. in the amount of $609,693.75. The Contract period will be one hundred fifty (150) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

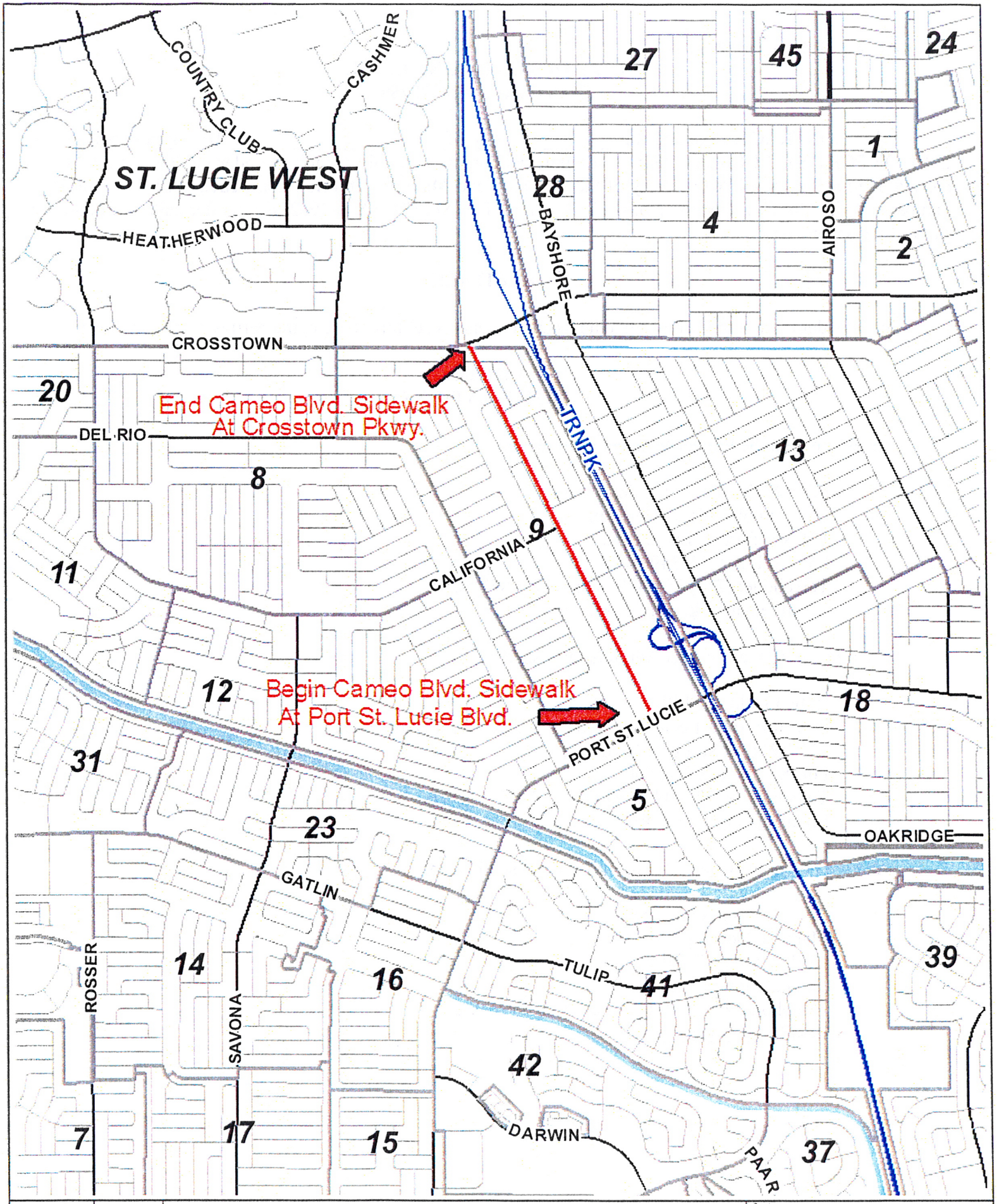
REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: East side of Cameo Boulevard from Port St. Lucie Blvd. north to Crosstown Parkway

ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, Construction Plans, Attachments, Addenda, Sign In Sheets, Unsuccessful Proposals

*All the attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED
MAR 2 9 2016
CITY MANAGER'S OFFICE



Cameo Boulevard

Sidewalk Project

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/19/2015

Scale: 0 0.2 0.4 0.8 mi

CITY OF PORT SAINT LUCIE
CONTRACT #20150059

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Marquee Development, Inc.,** 4801 Troydale Road, Tampa, Florida 33615, Telephone No. (813) 758-4195 Fax No. (813) 886-3982, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Edith Majewski, or her designee.
City's Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4291 Fax: (772) 871-5289
Email: emajewski@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Garnett Craig, President
Marquee Development, Inc.
4801 Troydale Road
Tampa, Florida 33615
Telephone: 813-758-4195 Fax: 813-886-3982
Email: rmarqueedev@aol.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20150059, **Cameo Boulevard Sidewalk Construction Project from Port St. Lucie Boulevard to Crosstown Parkway, Local Agency Program (LAP) Funded** including all Attachments, all Addenda, Construction Plans for Cameo Boulevard Sidewalk consisting of 54 pages; Technical Specifications consisting of 35 pages, any Plan revisions; Federal Required Contract Provisions; FDOT Specifications, LAP Specifications, Technical Specifications and all other restrictions and requirements are incorporated by this reference.

Scope of Work: This project is to construct approximately one and seven tenths (1.7) miles of six (6) foot wide concrete sidewalk on the east side of Cameo Boulevard from Port St. Lucie Boulevard north to Crosstown Parkway. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, utility relocations, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

This sidewalk project is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded project. The Contractor is not required to be FDOT prequalified for sidewalk construction.

Conflicts: If there is a conflict between FDOT Specifications and the City's Specifications, the City's specifications will supersede.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate one hundred fifty (150) calendar days thereafter on _____, 2016. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other

similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

Weather Days: No work requiring inspections / testing may be performed on days granted for weather days. If the Contractor claims a weather day, no work shall be performed.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **$609,693.75**, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be in thirty (30) days after the receipt of a proper Pay Request. Retainage will be held as per Florida Statutes Section 218.735 (8)(a)-(b) of five percent (5%) on each invoice submitted. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and subcontractors are to be attached to each invoice.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be

satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20150059 - Cameo Boulevard Sidewalk Improvements Construction Project, LAP (Local Agency Funded) Funded FM #433195-1-58-01 and the Florida Department of Transportation shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall

execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

Contractors and all subcontractors shall comply with § 20.055(5), Florida Statutes (2014).

Pursuant to the LAP Agreement, contractors shall abide by the following provision and shall require in all subcontractor contracts:

- "No member, officer, or employee of the Agency or of the locality his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- No member or delegate of the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

As per FS 119.0701:

If the Consultant has questions regarding the application of Chapter 119, Florida Statues, to the Consultant's duty to provide public records relating to this contract, contact the Custodian of Public Records at

City of Port St. Lucie
City Clerk
ppr@cityofpsl.com
772 871 5157
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984

"Title VI Assurances" shall be included in all contracts with consultants and contractors.

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C.

§324 et seq.), (prohibits discrimination on the basis of sex): Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Wage Rate Provision for this Project

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL160233 01/08/2016 FL233** as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the CEI Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

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General Decision Number: FL160233 01/08/2016  FL233

Superseded General Decision Number: FL20150233

State: Florida
Construction Type: Highway
County: St Lucie County in Florida.
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HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-051 08/19/2013

	Rates	Fringes
CARPENTER	$ 16.50	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 18.31	0.00
ELECTRICIAN	$ 19.35	0.00
FENCE ERECTOR	$ 11.70	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 12.92	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
INSTALLER - GUARDRAIL	$ 11.47	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 17.04	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 12.21	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.28	0.00
LABORER: Common or General	$ 10.12	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.46	0.00
LABORER: Landscape & Irrigation	$ 9.29	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.52	0.00

LABORER: Pipelayer	$ 14.85	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.15	2.43
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 13.15	0.00
OPERATOR: Bulldozer	$ 17.57	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 20.95	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 13.58	0.00
OPERATOR: Gradall	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 20.53	2.83
OPERATOR: Loader	$ 15.94	2.21
OPERATOR: Mechanic	$ 18.08	0.00
OPERATOR: Milling Machine	$ 15.59	0.00
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.61	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 14.66	0.00
OPERATOR: Roller	$ 12.91	0.00
OPERATOR: Scraper	$ 12.01	0.00
OPERATOR: Screed	$ 14.73	1.84
OPERATOR: Tractor	$ 10.66	0.00
OPERATOR: Trencher	$ 14.64	0.00
PAINTER: Spray	$ 17.40	0.00
TRAFFIC SIGNALIZATION: Mechanic and Electrician	$ 16.98	0.00

TRUCK DRIVER: Dump Truck.....$ 12.05 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.62 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 13.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).
Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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REQUIRED CONTRACT PROVISIONS

FEDERAL – AID CONSTRUCTION CONTRACTS

FHWA – 1273 - Revised May 1, 2012

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The Contractor (or subcontractor) must insert this form in each subcontract and further require it's inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity
(EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

    a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
    b. The contractor will accept as its operating policy the following statement:
    "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

    a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
    b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
    c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
    d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
    e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

    a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promoti9on, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants/Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

    a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

    b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

    a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT – approved DBE program are incorporated by reference.

    b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

    a. The records kept by the contractor shall document the following:

        (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

        (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

        (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

    b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA – 1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bonafide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b. (2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages require by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved

programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to the individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess to the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contacting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $1000,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work or the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contracts.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may

determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a first Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification – Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more – 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List system website (https://www.epls.gov/) which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*****

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $1000,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A – EMPLOYMENT AND MATERIALS PERFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the sub-region, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under the sub-paragraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of sub paragraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such

examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment - The Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items – All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services

rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand seven hundred forty two ($1,742.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of

labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of **Marquee Development, Inc.**

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

SCHEDULE A

Item Number	Pay Item Number	Pay Item Description	Quan.	Unit	Unit Price	Total Amount
		Roadway				
1	101-1	Mobilization	1	LS	$ 77,800.00	$ 77,800.00
2	101-B	Construction Video	1	LS	$ 2,500.00	$ 2,500.00
3	102-1	Maintenance of Traffic	1	LS	$ 12,000.00	$ 12,000.00
4	104-10-3	Sediment Barrier	9000	LF	$ 0.25	$ 2,250.00
5	104-18	Inlet Protection System	16	EA	$ 125.00	$ 2,000.00
6	107-2	Mowing	3.2	AC	$ 250.00	$ 800.00
7	110-1-1A	Clearing & Grubbing	5.80	AC	$ 4,500.00	$ 26,100.00
8	110-3	Removal of Structures	1	LS	$ 32,000.00	$ 32,000.00
9	120-1	Regular Excavation	1331	CY	$ 25.00	$ 33,275.00
10	120-6	Embankment	1254	CY	$ 15.00	$ 18,810.00
11	286-2	Turnout Construction, Asphalt	289	SY	$ 28.00	$ 8,092.00
12	400-1	Concrete Class I, Endwall	8.46	CY	$ 300.00	$ 2,538.00
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA	$ 1,900.00	$ 9,500.00
14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA	$ 800.00	$ 800.00
15	425-1-910	Inlet, Closed Flume	1	EA	$ 4,500.00	$ 4,500.00
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF	$ 40.00	$ 4,400.00
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF	$ 27.00	$ 38,124.00
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF	$ 45.00	$ 3,600.00
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF	$ 30.00	$ 2,940.00
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF	$ 75.00	$ 600.00
21	455-1A	Dewatering for Construction Operations	1	LS	$ 500.00	$ 500.00
22	514-72	Liner Impermeable Polyethylene (Swale liner)	6296	LF	$ 1.00	$ 6,296.00
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF	$ 18.00	$ 3,330.00
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY	$ 28.00	$ 146,944.00
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY	$ 40.00	$ 97,120.00
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY	$ 26.00	$ 1,144.00
27	527-2	Detectable Mat	280	SF	$ 25.00	$ 7,000.00
28	570-1-2	Performance Turf (Sod)	15,291	SY	$ 2.25	$ 34,404.75

29	580-A	Root Barrier	20	LF	$	25.00	$	500.00
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS	$	325.00	$	325.00
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS	$	225.00	$	3,150.00
32	711-11-111	Thermoplastic, Standard, White, 6" SOLID	1070	LF	$	2.50	$	2,675.00
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF	$	6.00	$	4,650.00
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF	$	7.00	$	3,276.00
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF	$	3.50	$	2,450.00
36	1080-A	Utility Adjustments (Valves)	27	EA	$	175.00	$	4,725.00
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA	$	750.00	$	1,500.00
38	1080-C	Utility Adjustments (Hand Hole)	1	EA	$	300.00	$	300.00
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA	$	3,500.00	$	3,500.00
40	1080-E	Utility Adjustments (Water Meter)	3	EA	$	175.00	$	525.00
41	164-800	Fire Hydrant, Relocate	9	EA	$	250.00	$	2,250.00
42	2000-1	Utility Coordination	1	LS	$	500.00	$	500.00
43		**GRAND TOTAL**					**$**	**609,693.75**

E-BID #20150059

E-BID TABULATION REPORT

Cameo Boulevard Sidewalk Construction Project

From Port St. Lucie Bouelvard to Crosstown Parkway, LAP Funded FM #433195-1-58-01

Opened: 2/19/2016 - 3:00:00 PM

Schedule "A"

Item Number	Pay Item Number	Pay Item Description	Quanity	Unit	Marquee Development		McTeague Construction		Engecon Construction		Blue Goose Construction		Lynch Paving & Construction		West Construction, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		Roadway														
1	101-1	Mobilization	1	LS	$ 77,800.00	$ 77,800.00	$ 65,200.00	$ 65,200.00	$75,000.00	$ 75,000.00	$ 75,283.00	$ 75,283.00	$ 245,916.00	$ 245,916.00	$ 115,175.00	$ 115,175.00
2	101-B	Construction Video	1	LS	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,070.00	$ 1,070.00	$ 4,500.00	$ 4,500.00	$ 3,080.00	$ 3,080.00	$ 5,875.00	$ 5,875.00
3	102-1	Maintenance of Traffic	1	LS	$ 12,000.00	$ 12,000.00	$ 21,000.00	$ 21,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 40,036.70	$ 40,036.70	$ 15,000.00	$ 15,000.00
4	104-10-3	Sediment Barrier	9000	LF	$ 0.25	$ 2,250.00	$ 1.25	$ 11,250.00	$ 1.00	$ 9,000.00	$ 0.85	$ 7,650.00	$ 1.28	$ 11,520.00	$ 1.00	$ 9,000.00
5	104-18	Inlet Protection System	16	EA	$ 125.00	$ 2,000.00	$ 250.00	$ 4,000.00	$ 50.00	$ 800.00	$ 165.00	$ 2,640.00	$ 165.00	$ 2,640.00	$ 100.00	$ 1,600.00
6	107-2	Mowing	3.2	AC	$ 250.00	$ 800.00	$ 750.00	$ 2,400.00	$ 20.00	$ 64.00	$ 165.00	$ 528.00	$ 495.00	$ 1,584.00	$ 750.00	$ 2,400.00
7	110-1-1A	Clearing & Grubbing	5.80	AC	$ 4,500.00	$ 26,100.00	$ 3,100.00	$ 17,980.00	$ 7,414.00	$ 43,001.20	$ 22,213.00	$ 128,835.40	$ 11,003.79	$ 63,821.98	$ 12,500.00	$ 72,500.00
8	110-3	Removal of Srtuctures	1	LS	$ 32,000.00	$ 32,000.00	$ 950.00	$ 950.00	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00	$ 3,355.00	$ 3,355.00	$ 6,000.00	$ 6,000.00
9	120-1	Regular Excavation	1331	CY	$ 25.00	$ 33,275.00	$ 9.45	$ 12,577.95	$ 12.00	$ 15,972.00	$ 7.00	$ 9,317.00	$ 23.50	$ 31,278.50	$ 7.00	$ 9,317.00
10	120-6	Embankment	1254	CY	$ 15.00	$ 18,810.00	$ 7.50	$ 9,405.00	$ 8.50	$ 10,659.00	$ 14.00	$ 17,556.00	$ 38.42	$ 48,178.68	$ 15.00	$ 18,810.00
11	286-2	Turnout Construction, Asphalt	289	SY	$ 28.00	$ 8,092.00	$ 18.00	$ 5,202.00	$ 35.00	$ 10,115.00	$ 72.35	$ 20,909.15	$ 42.92	$ 12,403.88	$ 27.00	$ 7,803.00
12	400-1	Concrete Class I, Endwall	8.46	CY	$ 300.00	$ 2,538.00	$ 660.00	$ 5,583.60	$ 1,550.00	$ 13,113.00	$ 1,173.00	$ 9,923.58	$ 1,925.00	$ 16,285.50	$ 900.00	$ 7,614.00
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA	$ 1,900.00	$ 9,500.00	$ 2,000.00	$ 10,000.00	$ 2,915.00	$ 14,575.00	$ 1,295.00	$ 6,475.00	$ 2,640.00	$ 13,200.00	$ 2,800.00	$ 14,000.00
14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA	$ 800.00	$ 800.00	$ 2,250.00	$ 2,250.00	$ 2,235.00	$ 2,235.00	$ 1,400.00	$ 1,400.00	$ 1,265.00	$ 1,265.00	$ 6,700.00	$ 6,700.00
15	425-1-910	Inlet, Closed Flume	1	EA	$ 4,500.00	$ 4,500.00	$ 2,000.00	$ 2,000.00	$ 4,220.00	$ 4,220.00	$ 2,846.00	$ 2,846.00	$ 4,598.00	$ 4,598.00	$ 6,000.00	$ 6,000.00
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF	$ 40.00	$ 4,400.00	$ 41.00	$ 4,510.00	$ 55.00	$ 6,050.00	$ 36.35	$ 3,998.50	$ 45.10	$ 4,961.00	$ 60.00	$ 6,600.00
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF	$ 27.00	$ 38,124.00	$ 30.00	$ 42,360.00	$ 57.50	$ 81,190.00	$ 32.30	$ 45,607.60	$ 38.50	$ 54,362.00	$ 57.00	$ 80,484.00
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF	$ 45.00	$ 3,600.00	$ 34.00	$ 2,720.00	$ 70.00	$ 5,600.00	$ 37.90	$ 3,032.00	$ 44.00	$ 3,520.00	$ 67.00	$ 5,360.00
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF	$ 30.00	$ 2,940.00	$ 19.50	$ 1,911.00	$ 63.00	$ 6,174.00	$ 45.20	$ 4,429.60	$ 66.00	$ 6,468.00	$ 134.00	$ 13,132.00
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF	$ 75.00	$ 600.00	$ 25.00	$ 200.00	$ 140.00	$ 1,120.00	$ 128.55	$ 1,028.40	$ 121.00	$ 968.00	$ 150.00	$ 1,200.00
21	455-1A	Dewatering for Construction Operations	1	LS	$ 500.00	$ 500.00	$ 7,000.00	$ 7,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 7,150.00	$ 7,150.00	$ 4,500.00	$ 4,500.00
22	514-72	Liner Impermeable Polyethelene (Swale liner)	6296	LF	$ 1.00	$ 6,296.00	$ 5.75	$ 36,202.00	$ 5.00	$ 31,480.00	$ 14.00	$ 88,144.00	$ 1.36	$ 8,562.56	$ 10.00	$ 62,960.00
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF	$ 18.00	$ 3,330.00	$ 15.00	$ 2,775.00	$ 19.00	$ 3,515.00	$ 21.15	$ 3,912.75	$ 26.46	$ 4,895.10	$ 16.00	$ 2,960.00
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY	$ 28.00	$ 146,944.00	$ 35.00	$ 183,680.00	$ 34.00	$ 178,432.00	$ 38.90	$ 204,147.20	$ 26.75	$ 140,384.00	$ 45.00	$ 236,160.00
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY	$ 40.00	$ 97,120.00	$ 44.00	$ 106,832.00	$ 35.00	$ 84,980.00	$ 43.60	$ 105,860.80	$ 38.92	$ 94,497.76	$ 54.00	$ 131,112.00
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY	$ 26.00	$ 1,144.00	$ 35.00	$ 1,540.00	$ 32.00	$ 1,408.00	$ 69.00	$ 3,036.00	$ 60.50	$ 2,662.00	$ 45.00	$ 1,980.00
27	527-2	Detectable Mat	280	SF	$ 25.00	$ 7,000.00	$ 12.00	$ 3,360.00	$ 30.00	$ 8,400.00	$ 40.70	$ 11,396.00	$ 17.09	$ 4,785.20	$ 35.00	$ 9,800.00
28	570-1-2	Performance Turf (Sod)	15,291	SY	$ 2.25	$ 34,404.75	$ 4.00	$ 61,164.00	$ 1.90	$ 29,052.90	$ 3.15	$ 48,166.65	$ 2.79	$ 42,661.89	$ 2.16	$ 33,028.56
29	580A	Root Barrier	20	LF	$ 25.00	$ 500.00	$ 33.00	$ 660.00	$ 50.00	$ 1,000.00	$ 21.45	$ 429.00	$ 21.45	$ 429.00	$ 20.00	$ 400.00
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS	$ 325.00	$ 325.00	$ 350.00	$ 350.00	$ 300.00	$ 300.00	$ 401.50	$ 401.50	$ 401.50	$ 401.50	$ 400.00	$ 400.00
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS	$ 225.00	$ 3,150.00	$ 150.00	$ 2,100.00	$ 160.00	$ 2,240.00	$ 247.50	$ 3,465.00	$ 247.50	$ 3,465.00	$ 250.00	$ 3,500.00
32	711-11-111	Thermoplastic, Standard, White, 6" Solid	1070	LF	$ 2.50	$ 2,675.00	$ 1.15	$ 1,230.50	$ 1.15	$ 1,230.50	$ 0.90	$ 963.00	$ 0.88	$ 941.60	$ 0.90	$ 963.00
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF	$ 6.00	$ 4,650.00	$ 3.00	$ 2,325.00	$ 3.10	$ 2,402.50	$ 1.65	$ 1,278.75	$ 1.65	$ 1,278.75	$ 1.65	$ 1,278.75
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF	$ 7.00	$ 3,276.00	$ 4.00	$ 1,872.00	$ 6.30	$ 2,948.40	$ 3.60	$ 1,684.80	$ 3.58	$ 1,675.44	$ 3.60	$ 1,684.80
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF	$ 3.50	$ 2,450.00	$ 1.15	$ 805.00	$ 1.10	$ 770.00	$ 0.90	$ 630.00	$ 0.88	$ 616.00	$ 0.90	$ 630.00
36	1080-A	Utility Adjustments (Valves)	27	EA	$ 175.00	$ 4,725.00	$ 300.00	$ 8,100.00	$ 250.00	$ 6,750.00	$ 150.00	$ 4,050.00	$ 374.00	$ 10,098.00	$ 200.00	$ 5,400.00
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA	$ 750.00	$ 1,500.00	$ 300.00	$ 600.00	$ 250.00	$ 500.00	$ 150.00	$ 300.00	$ 550.00	$ 1,100.00	$ 200.00	$ 400.00
38	1080-C	Utility Adjustments (Hand Hole)	1	EA	$ 300.00	$ 300.00	$ 150.00	$ 150.00	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 200.00	$ 200.00
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 3,600.00	$ 3,600.00	$ 7,781.00	$ 7,781.00	$ 4,950.00	$ 4,950.00	$ 6,600.00	$ 6,600.00
40	1080-E	Utility Adjustments (Water Meter)	3	EA	$ 175.00	$ 525.00	$ 450.00	$ 1,350.00	$ 450.00	$ 1,350.00	$ 400.00	$ 1,200.00	$ 550.00	$ 1,650.00	$ 1,100.00	$ 3,300.00
41	164-800	Fire Hydrant, Relocate	9	EA	$ 250.00	$ 2,250.00	$ 1,600.00	$ 14,400.00	$ 2,350.00	$ 21,150.00	$ 2,200.00	$ 19,800.00	$ 1,650.00	$ 14,850.00	$ 6,500.00	$ 58,500.00
42	2000-1	Utility Coordination	1	LS	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 650.00	$ 650.00	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 3,000.00	$ 3,000.00
43		**GRAND TOTAL**				**$ 609,693.75**		**$ 667,495.05**		**$ 699,517.50**		**$ 879,605.68**		**$ 922,546.04**		**$ 973,327.11**

1	Acknowledged all Addenda.	Yes		No		Yes		Yes		Yes		Yes		Yes
2	Submitted original 5% Bid Bond.	Yes		Yes		Yes		Yes		Yes		Yes		Yes
3	Copy of current Insurance.	Yes		Yes		Yes		Yes		Yes		Yes		Yes
4	Review & accepted all City terms & conditions.	Yes		Yes		Yes		Yes		Yes		Yes		Yes
5	Submitted all licenses to perform the work.	Yes		Yes		Yes		Yes		Yes		Yes		Yes

E-BID #20150059

E-BID TABULATION REPORT

Cameo Boulevard Sidewalk Construction Project

From Port St. Lucie Bouelvard to Crosstown Parkway, LAP Funded FM #433195-1-58-01

Opened: 2/19/2016 - 3:00:00 PM

Schedule "A"

		Marquee Development		McTeague Construction		Engecon Construction		Blue Goose Construction		Lynch Paving & Construction		West Construction, Inc.	
6	Submitted Questionnaire.	Yes		Yes		Yes		Yes		Yes		Yes	
7	Submitted all required forms.	Yes		Yes		Yes		Yes		Yes		Yes	
8	Listed all subcontractors.	Not listed		Yes		Not listed		Yes		Not listed		Yes	
9	Submitted 5 projects similar in nature to this Bid.	Yes		Yes		Yes		Yes		Yes		Yes	
10	Has the Bidder or any if its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?	No		No		No		No		No		No	
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None		None		None		None		None		Listed	
12	Any judgments from lawsits in the last 5 years?	None		None		None		None		None		Listed	
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None		None		None		None		None		None	
14	Bonding Capacity.	$1.5 mil		$1.5 mil		$5.5 mil		$250 mil		$100 mil			
15	Accepts Visa.	No		No		No		No		No		No	
16	Discount using Visa.	N/A		N/A		N/A		N/A		N/A		N/A	
17	Submitted W-9 form.	Yes		Yes		Yes		Yes		Yes		Yes	
18	Number of calendar days .	150		150		150		150		150		150	
19	Vendor Code of Ethics form	Yes		Yes		Yes		Yes		Yes		Yes	

ADDENDUM #4 - FEBRUSRY 18, 2016

E-BID #20150059 - ATTACHMENT G

E-BID REPLY EXCEL SPREADSHEET

Cameo Boulevard Sidewalk Construction Project

From Port St. Lucie Bouelvard to Crosstown Parkway, LAP Funded

FM #433195-1-58-01

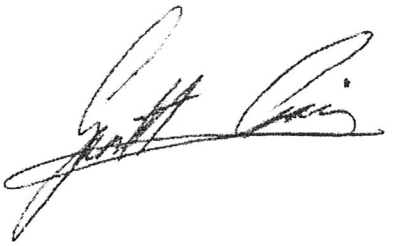
Schedule "A"

Company Name: _____Marquee Development, Inc._____

Item Number	Pay Item Number	Pay Item Description	Quanity	Unit	Unit Price	Total Amount
		Roadway				
1	101-1	Mobilization	1	LS	$ 77,800.00	$ 77,800.00
2	101-B	Construction Video	1	LS	$ 2,500.00	$ 2,500.00
3	102-1	Maintenance of Traffic	1	LS	$ 12,000.00	$ 12,000.00
4	104-10-3	Sediment Barrier	9000	LF	$ 0.25	$ 2,250.00
5	104-18	Inlet Protection System	16	EA	$ 125.00	$ 2,000.00
6	107-2	Mowing	3.2	AC	$ 250.00	$ 800.00
7	110-1-1A	Clearing & Grubbing	5.80	AC	$ 4,500.00	$ 26,100.00
8	110-3	Removal of Srtuctures	1	LS	$ 32,000.00	$ 32,000.00
9	120-1	Regular Excavation	1331	CY	$ 25.00	$ 33,275.00
10	120-6	Embankment	1254	CY	$ 15.00	$ 18,810.00
11	286-2	Turnout Construction, Asphalt	289	SY	$ 28.00	$ 8,092.00
12	400-1	Concrete Class I, Endwall	8.46	CY	$ 300.00	$ 2,538.00
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA	$ 1,900.00	$ 9,500.00
14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA	$ 800.00	$ 800.00
15	425-1-910	Inlet, Closed Flume	1	EA	$ 4,500.00	$ 4,500.00
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF	$ 40.00	$ 4,400.00
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF	$ 27.00	$ 38,124.00
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF	$ 45.00	$ 3,600.00
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF	$ 30.00	$ 2,940.00
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF	$ 75.00	$ 600.00
21	455-1A	Dewatering for Construction Operations	1	LS	$ 500.00	$ 500.00
22	514-72	Liner Impermeable Polyethelene (Swale liner)	6296	LF	$ 1.00	$ 6,296.00
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF	$ 18.00	$ 3,330.00
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY	$ 28.00	$ 146,944.00
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY	$ 40.00	$ 97,120.00
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY	$ 26.00	$ 1,144.00
27	527-2	Detectable Mat	280	SF	$ 25.00	$ 7,000.00
28	570-1-2	Performance Turf (Sod)	15,291	SY	$ 2.25	$ 34,404.75
29	580A	Root Barrier	20	LF	$ 25.00	$ 500.00
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS	$ 325.00	$ 325.00
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS	$ 225.00	$ 3,150.00
32	711-11-111	Thermoplastic, Standard, White, 6" Solid	1070	LF	$ 2.50	$ 2,675.00
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF	$ 6.00	$ 4,650.00
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF	$ 7.00	$ 3,276.00
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF	$ 3.50	$ 2,450.00
36	1080-A	Utility Adjustments (Vaives)	27	EA	$ 175.00	$ 4,725.00
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA	$ 750.00	$ 1,500.00

38	1080-C	Utility Adjustments (Hand Hole)	1	EA	$	300.00	$	300.00
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA	$	3,500.00	$	3,500.00
40	1080-E	Utility Adjustments (Water Meter)	3	EA	$	175.00	$	525.00
41	164-800	Fire Hydrant, Relocate	9	EA	$	250.00	$	2,250.00
42	2000-1	Utility Coordination	1	LS	$	500.00	$	500.00
43		GRAND TOTAL					$	609,693.75

Note: Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.



E-Bid Reply Sheet #20150059

CAMEO BOULEVARD SIDEWALK CONSTRUCTION PROJECT
Local Agency Program (LAP) FUNDED
FM #433195-1-58-01

1. **COMPANY NAME:** Marquee Development, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 4801 Troydale Rd

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Tampa, FL 33615

TELEPHONE NUMBER: (813) 758-4195 FAX NO. (813) 886-3982

CONTACT PERSON: Garnett Craig E-MAIL: marqueedev@aol.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? (Yes)--No If yes, in what state? Florida

Garnett Craig
President

Lori Craig
Vice President

Lori Craig
Treasurer

How long in present business: 19 yrs How long at present location: 7 yrs

Is firm a minority business: (Yes)--No; Does firm have a drug-free workplace program: (Yes)--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes ( ) No (✓)

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
1	1/27/16	3	2/19/16
2	2/3/16	4	2/18/16

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will / (will not) accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: N/A %

5.3 Bid Reply Sheet Total from **Schedule "A"**: $ 609,693.75
(This figure must match the E-Bid Reply Excel Spreadsheets and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20150059 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Number of calendar days needed for completion of the project if the Contractor cannot complete the project within the estimated one hundred fifty (150) calendar days:

can be completed in 150 calendar days.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet - Schedule "A", completed electronically by the Bidder and submitted with bid packet. Award will be based on, along with other criteria, the total of all line items as shown on E-Bid Reply Excel Spreadsheet, Schedule "A". Also to be included on E-Bid Reply Sheet #20150059 is number of calendar days Contractor will need for completion of project. E-Bid will be award based on line item numbers 1 - 42 that represents the lowest responsive responsible bid to the City.

Cameo Blvd. Sidewalk Construction Project
Bid Reply Sheet

Schedule "A"

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit
		Roadway		
1	101-1	Mobilization	1	LS
2	101-B	Construction Video	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Sediment Barrier	9000	LF
5	104-18	Inlet Protection System	16	EA
6	107-2	Mowing	3	AC
7	110-1-1A	Clearing & Grubbing	5.80	AC
8	110-3	Removal of Structures	1	LS
9	120-1	Regular Excavation	1331	CY
10	120-6	Embankment	1254	CY
11	286-2	Turnout Construction, Asphalt	289	SY
12	400-1	Concrete Class I, Endwall	8.46	CY
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA

14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA
15	425-1-910	Inlet, Closed Flume	1	EA
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF
21	455-1A	Dewatering for Construction Operations	1	LS
22	514-72	Liner Impermeable Polyethylene (Swale liner)	6296	LF
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY
27	527-2	Detectable Mat	280	SF
28	570-1-2	Performance Turf (Sod)	15,291	SY
29	580A	Root Barrier	20	LF
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS
32	711-11-111	Thermoplastic, Standard, White, 6" Solid	1070	LF
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF
36	1080-A	Utility Adjustments (Valves)	27	EA
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA
38	1080-C	Utility Adjustments (Hand Hole)	1	EA
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA
40	1080-E	Utility Adjustments (Water Meter)	3	EA
41	164-800	Fire Hydrant, Relocate	9	EA
42	2000-1	Utility Coordination	1	LS

All work performed in this total project shall be in compliance with the specifications. All work must comply with the ADA and FDOT Specifications.

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be entered on Schedule "A", E-Bid Reply Excel Spreadsheet and such price shall include the total cost unless otherwise specified. The unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct. The grand total shall be figured and entered on line 5.3 above and entered on the Demandstar web page.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of

insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) Garnett Craig who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

Garnett Craig — Signature

President — Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Lori Craig

MARQUEE DEVELOPMENT, INC.
CORPORATE SEAL
1986
FLORIDA

Addendum #1
E-Bid #20150059
Cameo Blvd. Sidewalk Construction Project
January 27, 2016

Questions to date:

1.) Q: Will the City be supplying the swale liner for this project?

A: The City will supply the swale liner. It is the Contractor's responsibility to pick up the liner and to coordinate with the City at least twenty four (24) hours in advance of picking up the materials.

2.) Q: There is no detail for the reduced cover on the driveway culvert pipes?

A: The reduced cover detail is provided on the top middle of Sheet 4 (Typical Details). The No. 4 rebar should be placed on 12 inch centers.

3.) Q: The diameter of the pipe is used to determine the dimensions of the surrounding concrete. Since the pipe is elliptical 12" x 18", which measurement should be used?

A: The vertical component of the elliptical pipe should be used. I.E. 12 inches

4.) Q: What is the spacing on the No. 4 rebar to be placed above the pipe?

A: 12 inches on center spacing should be used for the rebar.

5.) Q: On page 3, under Pay Item Notes, it states that the replacement of sign posts as required to meet current standards to under pay item 700-1-50. There is no pay item 700-1-50 on the bid sheet. Which pay item should include this work?

A: The correct Bid Item No. should be 700-3-101.

The bid opening date has not been changed.

Instructions to Bidder:
Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

ADDENDUM # 2
E-BID # 20150059
Addendum Date: 2/3/2016
Cameo Blvd. Sidewalk Construction Project

Clarifications:

Weather Days are defined as follows: The City will grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

Conflicts: If there is a conflict between FDOT Specifications and the City's specifications, the City's specifications will supersede.

NOTE: The bid opening date has not been changed.
Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

ADDENDUM # 3
E-BID # 20150059
Addendum Date: 2/18/2016
Cameo Blvd. Sidewalk Construction Project

Corrections:

The E-Bid Excel Spreadsheet has been revised and issued as Addendum #4. This will be the only form accepted unless directed in a future Addendum.

NOTE: The bid opening date has been changed to February 19, 2016 at 3:00:00 PM.
The location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

Bond No.: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Marquee Development, Inc.
4801 Troydale Road,
Tampa, FL 33615-4801
as Principal, hereinafter called the Principal, and

Developers Surety and Indemnity Company
100 2nd Ave South,
St. Petersburg, FL 33701

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.,
Port St. Lucie, FL 34984

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Total Amount Bid in U.S. Dollars ($5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
Cameo Boulevard Sidewalk
Construction of Sidewalk and minor drainage improvements.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of February, 2016

Marquee Development, Inc.

MARQUEE DEVELOPMENT, INC.
CORPORATE SEAL
1996
FLORIDA

(Witness)

(Seal)

Developers Surety and Indemnity Company

(Witness)

David B. Shick, Attorney-In-Fact
Florida Licensed Resident Agent #A241176

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship including, without limitation, any and all surety bonds, and consents or other writings required by the Florida Department of Transportation incident to the release of retained percentages and final estimates on construction or maintenance contracts, giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation 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, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Gregg N. Okura
Gregg N. Okura, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On May 23, 2013 (Date) before me, Gina L. Garner, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Gregg N. Okura (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina L Garner
Gina L. Garner, Notary Public

GINA L. GARNER
COMM. # 2021213
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 18, 2017

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of February 2016

By: Mark J. Lansdon
Mark J. Lansdon, Assistant Secretary

ID-1438 FL DOT (Rev.05/13)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BUHL INSURANCE
PO Box 152698
Tampa, FL 33684

CONTACT NAME:
PHONE (A/C, No, Ext): (813) 876-0057 FAX (A/C, No): (813) 877-8540
E-MAIL ADDRESS: Btramer@buhlinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: International Insurance Co of Hannover SE	
INSURER B: Normandy Harbor Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MARQUEE DEVELOPMENT, INC
4801 TROYDALE RD
TAMPA, FL 33615
813-855-8577

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	IG06A007227-01	12/12/15	12/12/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NHFL0024552015	06/23/15	06/23/16	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE GENERAL LIABILITY COVERAGE AND IN ACCORDANCE WITH CG20100704 CERTIFICATE HOLDER IS INCLUDED AS ADDITONAL INSURED.

CERTIFICATE HOLDER
The City of Northport
4970 City Hall Blvd
Northport, FL 34286

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

AUTHORIZED REPRESENTATIVE
Brent Tramer

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Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return): Marquee Development, Inc.

Business name/disregarded entity name, if different from above:

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.): 4901 Troydale Rd.

City, state, and ZIP code: Tampa, FL 33615

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

Employer identification number: 59-3382032

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 02/19/16

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

State of Florida

Board of Professional Engineers

Attests that

Garnett Solomon Craig, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015 P.E. Lic. No:

Audit No: 228201525820 43907

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1518689 ISSUED: 09/04/2014

CERTIFIED GENERAL CONTRACTOR
CRAIG, GARNETT SOLOMON
MARQUEE DEVELOPMENT INC

IS CERTIFIED under the provisions of Ch 489 FS.

Expiration date : AUG 31, 2016 L1409040002405

Marion County
Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

July 9, 2013

RE: Letter of Recommendation - Marquee Development

To Whom It May Concern:

Marquee Development has performed business with Marion County on the Marion Oaks Trails Sidewalk – Phase II project in May of 2011 and successfully completed the construction project with the expected quality and professionalism. Disputes and conflicts were resolved in an amicable manner with a partnership approach. Marquee Development was very responsive to the County's requests and directives.

I recommend Marquee Development, without any reservation.

Please do not hesitate to contact me at (352) 671-8686 if you need additional information or if you wish to discuss this matter further.

Sincerely,

Michael O. Butzer
Construction Manager

MOB/jlh

cc: File

Disadvantaged Business Enterprise

Certificate of Eligibility

Granted to

MARQUEE DEVELOPMENT INC

It has been determined that the firm listed above has met the federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of Florida.

NAICS CODES:

238910 238990

236220 238340

Issue Date: October 14, 2013

VICTORIA V. SMITH

Disadvantaged Business Enterprise Certification Manager

Florida Department of Transportation

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 4801 Troylake Rd, Tampa FL 33615 (Location), this 17th day of February 2016

Name of Organization/Contractor: Marquee Development, Inc.

By: [signature] / President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation

2. Firm's name and main office address, telephone and fax numbers

Name: Marquee Development, Inc
Address: 4801 Troylake Rd.
Tampa, FL 33615

Telephone Number: (813) 758-4195
Fax Number: (813) 886-5942

3. Contact person: Garnett Craig Email: marqueedevel@aol.com

4. Firm's previous names (if any). none

5. How many years has your organization been in business? 19

6. List five (5) sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Indiantown Connector Sidewalk
Description: Sidewalk Construction and minor drainage

Location: Indiantown, FL - Martin County
Client Name, Phone Number & Email: Martin County, Ken Vielland (772) 288-5429
Value of Total Contract: $716,000.
Date of Completion: 12/29/15
Firm's Percentage of Total Contract: 95%
Number of Change Orders: none
Value of Change Orders: NA
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 2

Project Name: FDOT #2525 - SR 121 Sidewalk
Description: Sidewalk Construction and minor drainage Improvement

Location: Gainesville, FL Alachua County
Client Name, Phone Number & Email: FDOT - Jan Monroe (352) 258-7799
Value of Total Contract: $105,000
Date of Completion: 2014
Firm's Percentage of Total Contract: 90%
Number of Change Orders: 1
Value of Change Orders: $8900
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 3

Project Name: FDOT 2502 - SR 228 Sidewalk
Description: Sidewalk Construction and drainage Improvements

Location: Macclenny, FL
Client Name, Phone Number & Email: FDOT - Joe Lovelace (386) 961-7814
Value of Total Contract: $343,000
Date of Completion: 2014
Firm's Percentage of Total Contract: 85%
Number of Change Orders: 0
Value of Change Orders: NA
Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 4

Project Name: FDOT 2507-CR249 Sidewalk
Description: Sidewalk Construction and drainage Improvements

Location: Live Oak FL Suwannee County
Client Name, Phone Number & Email: FDOT - Tom Cossman (386)961-7057
Value of Total Contract: $248,000.
Date of Completion: 2014
Firm's Percentage of Total Contract: 90%
Number of Change Orders: 1
Value of Change Orders: $1,300.
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 5

Project Name: FDOT #2466 - Desoto Rd Sidewalks
Description: Sidewalk Construction and drainage Improvements

Location: Starke FL - Bradford County
Client Name, Phone Number & Email: FDOT - Sandra Chitwood (352)581-4213
Value of Total Contract: $292,000.
Date of Completion: 2013
Firm's Percentage of Total Contract: 94%
Number of Change Orders: 3
Value of Change Orders: $14,000.
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

7. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

No assigned subcontractors at this time

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway. Hillsborough Blvd Sidewalks and Baker Rd, Improvements. see attached projects underway

9. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

Contractor has enough employees to facilitate the additional work.

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed. None

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1
Project Name:
Project Location:
Client Name and Phone Number:
Engineer Name and Phone Number:
Date:
Reason:

Insert additional projects if needed.

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (✓)

If yes, please explain:

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest: None

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years: None

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals: None

(N/A is not an acceptable answer - insert lines if needed)

15. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes (✓) No ( )

If "Yes" was checked, state the bonding capacity of the firm. $ 1,500,000.00

16. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to one (1) page)

17. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)

Signature

President
Title

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
FDOT - Gainesville Dist. Office	Bessent Rd Sidewalk	Sandra Chitwood	352-381-4213
FDOT - Lake City Operations Ctr.	SR 228 Sidewalk	Joe Lovelace	386-961-7214
" "	CR 249 Sidewalk	Tom Crossman	386-961-7057
Martin County	Tuliptown Connector	Ken Vreeland	772-288-5420
FDOT - Gainesville Operations Ctr.	SR 121 Sidewalk	Dan Mazzo	352-258-7199
Marion County	Marion Oaks Phase II Sidewalk	Mike Lutzer	352-671-8686

E-BID #20150059

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

375-040-58
PROCUREMENT
06/11

Contract No: Z0150059

Financial Project No(s): 433195-1-58-01

Project Description: Sidewalk Construction and minor drainage improvements

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. 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 the state 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: Marquee Development, Inc.

Authorized Signature:

Title: President

Date: 2/17/16

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

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

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

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

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

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

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

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Marquee Development, Inc

Authorized By: _____ Garnett Craig
(Sign) (Print Name)

Title: President Date: 2/17/16

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Company Name: Marquee Development, Inc

Authorized By: _____ Garnett Cain
(Sign) (Print Name)

Title: President Date: 2/17/16

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Marquee Development, Inc

Authorized By: _____ Garnett Craig
(Sign) (Print Name)

Title: President Date: 2/17/16

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
		No Substitution Proposed at this time	$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

FLORIDA TRENCH SAFETY COMPLIANCE

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.	Benching	LF	200	$5.00	$1,000.00
B.					
C.					
D.					
E.					
F.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **Cameo Blvd. Sidewalk Project Local Agency Program (LAP) Funded –SB#20150059**

FDOT Project Number: 433195-1-58-01
Project Location: City of Port St. Lucie, State of Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's 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:

One Thousand Dollars ($1,000.00)
(Written) (Figures)

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

Certified: Margnee Development, Inc.
(Company-Contractor)

By: Garnett Craig
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Hillsborough County, Florida on the 18th day of February, 2016.

Adam Russell
NOTARY PUBLIC

ADAM RUSSELL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE214407
Expires 7/5/2016

ATTACHMENT M
E-BID #20150059

575-060-13
RIGHT OF WAY
05/01
PAGE 1 OF 3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: 423195-1-58-01
F.A.P. NO.:
MANAGING DISTRICT:
PARCEL NO.:
COUNTY OF: St. Lucie
BID LETTING OF: 2/18/16

I, Garnett Craig (NAME) hereby declare that I am President (TITLE) of Margree Development, Inc. (FIRM) of Tampa, FL (CITY AND STATE) and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true a

CONTRACTOR: (Seal)

EVERGLADES DEVELOPMENT, INC.
CORPORATE SEAL
1996
FLORIDA

BY: Garnett Craig / President
NAME AND TITLE PRINTED

WITNESS:

BY:
SIGNATURE

WITNESS: Hal Craig

Executed on this 17th day of February, 2016

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Marquee Development, Inc does:

(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

2/17/16

Date

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City"), through its Office of Management and Procurement ("OMB") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, OMB requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

E-Bid Number: 20150059

Name of Organization/Proposer: Margaree Development, Inc.

Signature: Garnett Craig

Printed Name and Title: Garnett Craig / President

Date: 2/17/16

DISCLAIMER:This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PRODUCTION SUPPORT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 2/18/16
(Letting Date)

Fill in your FDOT Vendor Number
VF _____
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 457,552.78

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

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

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

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

I certify that the information above is correct.

Sworn to and subscribed this 17th day of February, 2016

Marquee Development, Inc.
NAME OF FIRM

By: Scott Levy
President
Title

STATUS OF CONTRACTS ON HAND

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

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Hillsborough Blvd. Sidewalks - City of North Port	$268,525.00	-$20,000.	$200,000.00	$68,525.00	
Baker Rd Improvement - Martin County	$442,227.78	-$43,200.	$399,027.78	$398,027.78	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$457,552.78	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$457,552.78	

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Marquee Development, Inc.

Corporate Title: _____

Address: 4801 Troydale Rd.
Tampa, FL 33615
(Zip Code)

By: Garnett Craig President
(Print name) (Print title)

(Authorized Signature)

Telephone: (813) 758-4195

Fax: (813) 986-3982

State License # CGC 1518689 (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

CHECKLIST

BID # 20150059

PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

Name of Bidder: Margiee Development, Inc

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid 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.

- ✓ Bid Reply Sheet #20150059 with proper signatures upload to Demandstar.
- ✓ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- ✓ Drug-Free Workplace Form uploaded to Demandstar.
- ✓ 5% Bid Bond uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid will be considered non-responsive.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed. All price extensions and totals have been thoroughly checked.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20150059.
- ✓ Required W-9 as per Section 1.26.1 uploaded to Demandstar.
- ✓ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar. Include all FDOT Prequalification letters.
- ✓ Has reviewed the Contract and accept all City Terms and Conditions.
- ✓ Contractor's Questionnaire uploaded to Demandstar.
- ✓ Required forms: Non-Collusion Declaration & Compliance form; List of Current Contracts; Trench Safety Compliance form; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics, LAP Certification of Current Capacity and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- N/A ✓ List of all sub-contractors with the Certification Regarding Lobbying form completed (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- ✓ Copy of the Checklist uploaded to Demandstar.
- ✓ List of Current Projects. Included in Questionnaire

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SOLICITATION REQUEST

Department: Public Works Department Technical Specialist: Edith Majewski Extension: 4291

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Construction of a 6-foot wide concrete sidewalk on the east side of Cameo Blvd. from Port St. Lucie Blvd. north to Crosstown Pkwy.

Technical Specifications Attached: [X] Yes [ ] No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)
Bid Reply, must be in excel and a separate file, no logos, no merge cells, no empty rows, no color or shading
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department_____
Estimated time frame for completion of project after award is 120 Days_____
Replacement: [ ] Yes [X] No Budgeted Amount: $655,000.00_____ If professional services what is the estimated construction cost _____ Any grant funds being used Yes_____
Liquidated damages amount; $1,742.00 Advertisement to Master List_____
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
3044105563000Y1406	304	4105	563000	Y1406

Suggested Bidders: (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	E Mail	Contact Person

Reason for purchase or service: New Sidewalk

If digging or trenching is required what is the depth? _____

If work is in water, what is the depth?_____Is the water navigable?_____

If this is a building, how many stories?_____

Jesse E. Dingfelder
Department Head Approval

2/20/15
Date

2/20/2015

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20150059 for the Cameo Blvd. Sidewalk Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on February 18, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

Monday, January 18, 2016

****

This section for Procurement Management Department use only.
Advertisement placed by: Robyn Holder, CPPB
Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or
E-mail to: stlucielegals@tcpalm.com

> Ad Proof

Treasure Coast Newspapers | TCPALM

Sales Rep: Linda Klein (T9103) Phone: (772) 692-8966 Email: linda.klein@tcpalm.com

> Account Information

Date: 01/13/16

Account Number: 434020 (T11515278)

Name: CITY OF PORT ST LUCIE

Contact:

Email: Robyn Holder <RHolder@cityofpsl.com>

Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL, 34984

Phone: (772) 344-4390 Fax: (000) 000-0000

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (772) 692-8966 .

Ad Id: 889644 P.O. No.: Bid 20150059 Total Cost: $37.44

Tag Line: Request for Bid: 20150059: Cameo Blvd

Start Date: 01/18/16 Stop Date: 01/18/16

Number of Times: 1 Class: 16260 - Request for Bids

Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

> Ad Proof

I agree this ad is accurate and as ordered.

REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20150059 for the Cameo Blvd. Sidewalk Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, until 3:00:00 p.m. on February 18, 2016. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Procurement Management Department. A Bid package received from any other source is at the vendor's risk.

Pub: January 18, 2016
TCN 889644

SEALED ELECTRONIC BID (E-BID) DOCUMENTS FOR

CITY OF PORT ST. LUCIE

CAMEO BOULEVARD SIDEWALK CONSTRUCTION PROJECT
Local Agency Program (LAP) Funded
FM #433195-1-58-01

Sealed Electronic Bid # 20150059
(E-BID)

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

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INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20150059 for the Cameo Boulevard Sidewalk Local Agency Program (LAP) Funded Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **February 18, 2016 at 3:00:00 P.M. EST.**

This project is the construction of approximately one and seven tenths (1.7) miles of six (6) foot-wide concrete sidewalk on the east side of Cameo Boulevard from Port St. Lucie Boulevard north to Crosstown Parkway. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, utility relocations, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

This sidewalk project is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded project. The Contractor is not required to be FDOT prequalified for sidewalk construction for this work. It is the City's intent is to complete this project within one hundred twenty (120) calendar days from contract start date.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five (5%) percent of the bid total, made payable to the City of Port St. Lucie. The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond **must** be received within **five (5) business days** of the opening or the bid will be deemed non-responsive.

Bidding contractors must comply with all Florida Department of Transportation (FDOT) standards/specifications required for the work and materials to complete this project.

Disadvantage Business Enterprises (DBE) shall comply with FDOT's DBE program Plan approved by the United States Department of Transportation (USDOT). FDOT currently has a race neutral program with a 9.91% goal. Use DBEs that are certified under the Florida Unified Certification Program Directory: http://www.bipincwebapps.com/biznetflorida/

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time shall be scrupulously observed. Bids uploaded to Demandstar.com after the time specified shall not be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to ensure that bids are uploaded to Demandstar.com prior to the date and time specified above. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

This project is funded through a FDOT LAP grant. The award will be to the lowest, responsive and responsible Bidder who possesses a State of Florida General Contractor License or possess both Local Concrete and Utility Underground licenses.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 106.
- E-Bid Reply Sheet #20150059, pages 30 - 33 (included in E-Bid Specifications).
- Attachment A - Federal Required Contract Provisions, pages 1 - 4 (not included in E-Bid Specifications)
- Attachment B - FHWA 1273 Required Contract Provisions with Appendix A, pages 1 - 14 (not included in E-Bid Specifications).
- Attachment C - LAP Certification of Current Capacity, pages 1 -2 (not included in E-Bid Specifications).
- Attachment D - FDOT Construction Project Administration Manual Section 1.2, pages 1 - 19 (not included in E-Bid Specifications).
- Attachment E - Davis Bacon Fact Sheet #66, pages 1 - 2 (not included in E-Bid Specifications).
- Attachment F - Federal Compliance with Required Contract Provisions, page 1 (not included in E-Bid Specifications).
- Attachment G – E-Bid Excel Spreadsheet (Schedule A), page 1 (Schedule "A" not included in E-Bid Specifications).
- Attachment H – Technical Specifications, pages 1 - 35 (not included in E-Bid Specifications).
- Attachment I - Construction Plans – Cameo Boulevard Sidewalk, pages 1 - 54 (not included in E-Bid Specifications).
- Attachment J – Whistleblowers Know Your Rights Poster, page 1 (not included in E-Bid Specifications).
- Attachment K – Vendor Code of Ethics, pages 1 -2 (not included in E-Bid Specifications).
- Attachment L – 29 CFR 5.5 Davis Bacon Regulations, pages 1 - 8 (not included in E-Bid Specifications).
- Attachment M – Non-Collusion Declaration & Compliance with 49 CFR §29, pages 1 – 3 (not included in E-Bid Specifications).

Robyn Holder, CPPB
Procurement Manager

CAUTION: ***Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

SEALED BID # 20150059
CAMEO BOULEVARD SIDEWALK CONSTRUCTION PROJECT
Local Agency Program (LAP) FUNDED
FM #433195-1-58-01

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the construction of sidewalk improvements along the east side of Cameo Boulevard from Port St. Lucie Boulevard north to Crosstown Parkway. All work is under the Florida Department of Transportation (FDOT) Local Agency Program (LAP) and based on plans and specifications of the bid documents.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, its employees and their financial or legal interests.

NOTE: The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies, Excluded Parties List, Suspended List or Debarment List.

INTENT & SCOPE OF WORK

This project is the construction of approximately one and seven tenths (1.7) miles of six (6) foot-wide concrete sidewalk on the east side of Cameo Boulevard from Port St. Lucie Boulevard north to Crosstown Parkway. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, utility relocations, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

This sidewalk project is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded project. The Contractor is not required to be FDOT prequalified for sidewalk construction. It is the City's intent is to complete this project within one hundred fifty (150) calendar days from the contract start date.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved licenses for this work include a State of Florida General Contractor License or possess both a Local Concrete and Underground Utility License. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

Submit all questions regarding the Contract Documents, in writing, to Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **February 10, 2016** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with

the E-Bid Reply Sheet #20150059. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. This project is funded through the FDOT Local Agency Program (LAP) and therefore federal law applies with regard to the award. The award will be to the lowest, responsive and responsible Bidder.

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date Bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.7 Variances to Specifications - Bidders must indicate any variances to the specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20150059 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and contained in one (1) file. No hard copies will be accepted.

A. Request Bid Specifications, #20150059 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2007 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.

C. Complete company information on E-Bid Reply Sheet #20150059.

D. Enter total price on E-Bid Reply Sheet #20150059. Totals shall agree with the E-Bid Reply Excel Spreadsheets that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20150059 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that are uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet #20150059 where indicated.

F. Upload and submit the E-Bid Reply Sheet #20150059, E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Substitute Sheet, Non-Collusion Declaration, List of References, Contractor Verification Form, Florida Trench Safety Compliance Sheet, Buy America Certification, Certification Regarding Debarment, Certification Regarding Lobbying (all subcontractors listed must also submit this form), E-Verify Form, 5% Bid Bond (**MUST** be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, LAP Certification of Current Capacity and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20150059.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 – 106
- E-Bid Reply Sheet #20150059
- Contractor's Questionnaire
- Buy America Certification
- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility
- E-Verify Form
- Substitute Sheet
- Contractor Verification Form, Licenses & Certifications
- List of References
- Trench Safety Compliance Form
- Drug Free Workplace Form
- Attachments:
  - A - Federal Required Contract Provisions, pages 1 - 4
  - B - FHWA 1273 Required Contract Provisions with Appendix A, pages 1 – 14
  - C – LAP Certification of Current Capacity, pages 1 – 2
  - D – FDOT Construction Project Administration Manual Section 1.2, pages 1 - 19
  - E – Davis Bacon Fact Sheet #66, pages 1 - 2
  - F – Federal Compliance with Required Contract Provisions, page 1
  - G - E-Bid Reply Excel Spreadsheet - Schedule "A", page 1
  - H – Technical Specifications, pages 1 - 35

I - Construction Plans – Cameo Boulevard Sidewalk, pages 1 – 54
J – Whistleblowers Know Your Rights Poster, page 1
K – Vendor Code of Ethics, pages 1 – 2
L –29 CFR 5.5 Davis Bacon Regulations, pages 1 - 8
M – Non-Collusion Declaration & Compliance with 49 CFR §29, pages 1 - 3

1.9.2 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.3 Timeliness of Submittal - All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. No exceptions will be made.

1.9.4 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.5 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.9.6 Bid Security Bond - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond must be received within five (5) business days after the opening or the bid will be deemed non-responsive.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Invoices shall be submitted once a month, by the tenth (10th) day of the each month and payments shall be made in thirty (30) days after receipt of an acceptable invoice unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE

The City has implemented a **Purchasing Card Program.** The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the City's payment policy.

1.12 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions do not submit a bid.

1.12.1 Contract Time: The Contract Period is estimated at one hundred fifty (150) calendar days. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Engineer for consideration of extension of contract completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s) warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.

1.13 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

1.14 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. All subcontractors listed are to complete the Certification Regarding Lobbying Form and must be submitted with the Bid Documents.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City or Engineer who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers,

and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Engineer subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

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

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

1.17 Miscellaneous Testing – The Bidder(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Bidder from other remedies.

1.18 City's Public Relations Image – The Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.19 Dress Code – All personnel in the employ of the selected Bidder(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

1.20 Patent Fees, Royalties, and Licenses – If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.21 Tie Bid Statement – If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.22 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidder(s) may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

1.23 Florida Produced Lumber – The Bidder agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

1.24 Safety Data Sheets (SDS) – The Bidder is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

1.25 Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

1.26 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.26.1 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with their bid package.

1.26.2 There are no City permits required for this project.

1.27 Familiarity with Laws – The Bidder shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance

with 28 C.F.R. §35.151. Contractors and all subcontractors must comply with § 119.0701, Fla. Stat. (2013). The Bidder and all subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with this Bid, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

There will be grant reporting requirements, such as monthly reports on the number of jobs created and the number of jobs retained for the project for both the Contractor and subcontractors, which the successful Bidder will have to satisfy. The exact nature and extent of the reporting requirements are unknown at this time. When the reporting requirements are known, the Contractor will be required to provide the information on a form provided by FDOT.

1.28 Damage to Property – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5177

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

2.2 Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

2.2.1 Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the Engineer or the City has issued written approval to the selected Bidder(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City and the Engineer. If the Selected Bidder(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the selected Bidder(s) and may be deducted from any moneys due to the Selected Bidder(s) or his Surety.

2.2.2 Repair or Replacement - Should any defect appear during the warranty period, the selected Bidder(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

2.4 Construction Sequence/Project Schedule - The construction sequence shall be established by the successful Bidder(s) and forwarded to the City and the CEI Engineer for approval of the Project Schedule. The schedule shall be prepared using a Critical Path Method or other approved project-scheduling tool.

The successful Bidder(s) shall submit to the City and the Engineer a complete project schedule within seven (7) days prior to the execution of the Construction Contract. Said schedules shall be updated and resubmitted to the City on the twenty-fifth (25th) day of every month along with the successful Bidder(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to the City for payment. The project schedule must be approved by the City and the Engineer prior to Contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the improvements. The submitted and approved schedule shall not change unless approved in writing by the City and the Engineer. In the event a modification is approved to the schedule and additional inspections will be required, the additional cost shall be paid by the successful Bidder(s) to the City.

2.5 Safety Precautions - The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The selected Bidder's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly

or indirectly, in whole or in part, by the selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder(s).

2.6 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Bidder(s) finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the selected Bidder(s) shall discontinue work on the subject area and inform the City of the discrepancy. The selected Bidder(s) shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

2.7 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the selected Bidder(s). The selected Bidder(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the selected Bidder(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the selected Bidder(s) when the operations are suspended for the following reasons:

A. The selected Bidder(s) fails to comply with the Contract Documents.
B. The selected Bidder(s) fails to carry out orders given by the Engineer at the direction of the City.
C. The selected Bidder(s) cause conditions considered unfavorable for continuing the work.

Suspension of operations on City observed Holidays - Unless the selected Bidder(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the selected Bidder(s) shall not work on the following days:

> Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
>
> Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Bidder shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirement of FDOT Standard Specification Sections 102 and 104 or for compliance with LAP Standard Specification Sections. The selected Bidder(s) will not be entitled to any additional compensation for the removal of equipment from clear zones for the compliance with FDOT Standard Specifications 102 and 104 during such holiday periods.

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Bidder(s), or his/her designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the selected Bidder(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in

work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the selected Bidder(s).

2.9 Deductions - In the event the City deems it expedient to perform work which has not been done by the selected Bidder(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the selected Bidder(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the selected Bidder(s) and/or may be deducted from payments due to the selected Bidder(s). Deductions thus made will not excuse the selected Bidder(s) from other penalties and conditions contained in the Contract.

2.10 Adjustments - The selected Bidder(s) shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The selected Bidder(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

2.11 Notification - The selected Bidder(s) shall be responsible to give twenty-four (24) hour notification to the City, or his/her designee, when field observations are required.

2.12 Sanitary Conditions - The selected Bidder(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Selected Bidder(s) shall commit no public nuisance.

2.13 Access to Work - The selected Bidder(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

2.14 Foreman or Superintendent and Workmen- The selected Bidder(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The selected Bidder(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for

Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

2.15 Authority - The selected Bidder(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City, or his/her designee. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City, or his/her designee.

2.16 Damages - The selected Bidder(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever.

2.17 Permission to Use - The selected Bidder(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Bidder(s).

2.18 Contractual Relations - The selected Bidder(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the selected Bidder(s).

2.19 Labor and Equipment - The selected Bidder(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The selected Bidder(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the selected Bidder(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

2.20 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

3. SPECIFIC REQUIREMENTS

3.1 Premises/Site Exploration: Location of project site is on the east side of Cameo Boulevard from Port St. Lucie Boulevard to Crosstown Parkway, City of Port St. Lucie, Florida.

Any site investigations, explorations, tests, studies that the Bidder deems necessary for submission of a Bid will require approval of the City before they can be conducted with Bidder restoring the site to its former condition upon completion of such explorations, investigations, tests, and studies. Failure to conduct site explorations shall not be cause for additional compensation.

3.2 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-ways are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of

work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

3.3 Scope of Work to be Performed - This project is to construct approximately one and seven tenths (1.7) miles of six (6) foot wide concrete sidewalk on the east side of Cameo Boulevard from Port St. Lucie Boulevard north to Crosstown Parkway. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, utility relocations, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

This sidewalk project is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded project. The Contractor is not required to be FDOT prequalified for sidewalk construction. It is the City's intent is to have this project completed within one hundred fifty (150) calendar days from contract start date.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved Licenses for this work include a State of Florida General Contractor License or possess both a Local Concrete and Underground Utility License. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

3.4 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.5 FDOT Wage Schedule for Contractors per LAP Requirements:
Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL160233 01/08/2016 FL233** as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the CEI Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

General Decision Number: FL160233 01/08/2016 FL233

Superseded General Decision Number: FL20150233

State: Florida
Construction Type: Highway
County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-051 08/19/2013

	Rates	Fringes
CARPENTER	$ 16.50	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 18.31	0.00
ELECTRICIAN	$ 19.35	0.00
FENCE ERECTOR	$ 11.70	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 12.92	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
INSTALLER - GUARDRAIL	$ 11.47	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 17.04	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control		

Specialist)	$ 12.21	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.28	0.00
LABORER: Common or General	$ 10.12	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.46	0.00
LABORER: Landscape & Irrigation	$ 9.29	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.52	0.00
LABORER: Pipelayer	$ 14.85	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.15	2.43
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 13.15	0.00
OPERATOR: Bulldozer	$ 17.57	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 20.95	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 13.58	0.00
OPERATOR: Gradall	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 20.53	2.83
OPERATOR: Loader	$ 15.94	2.21
OPERATOR: Mechanic	$ 18.08	0.00
OPERATOR: Milling Machine	$ 15.59	0.00
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.61	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 14.66	0.00

OPERATOR: Roller.....$ 12.91 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.73 1.84

OPERATOR: Tractor.....$ 10.66 0.00

OPERATOR: Trencher.....$ 14.64 0.00

PAINTER: Spray.....$ 17.40 0.00

TRAFFIC SIGNALIZATION:
Mechanic and Electrician.....$ 16.98 0.00

TRUCK DRIVER: Dump Truck.....$ 12.05 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.62 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 13.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).
Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
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4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Bid Guaranty (Bid Bond) - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

4.2 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

4.3 Payment & Performance Bonds - The awarded Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the

satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

4.4 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates, and other documentation, and furnish an acceptable Performance and Payment Bond. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

4.5 Failure to Execute - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Bidder shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Bidder under the Contract.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to ensure that

all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. Coverages outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the construction contract. As consideration for this indemnity provision the Bidder shall be paid the sum of $10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City.

Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, Contract #20150059 – Cameo Boulevard Sidewalk Construction Project, FDOT LAP Funded FM #433195-1-58-01"**. Said Certificates of Insurance and policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

5.6 Waiver of Subrogation - The Bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall be specifically endorsed to provide thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage.

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an

Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on 'Non-Follow Form," the City shall be endorsed as an "Additional Insured."

5.11 Right to Review – The City, by and through its Risk Management Department reserves the right, but not obligation, to review and reject any insurer providing coverage.

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by removing all documents from Demandstar.

6.4 Protests - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

6.5 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder, CPPB, 772-344-4293, Fax 772-871-7337, Email: **rholder@citvofpsl.com**. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Holder is the only individual who is authorized to represent the City during this Bid process. Questions submitted to any other person in any other department will not be addressed. Final date for question, in writing, is February 10, 2016. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20150059

CAMEO BOULEVARD SIDEWALK CONSTRUCTION PROJECT
Local Agency Program (LAP) FUNDED
FM #433195-1-58-01

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( )_____ FAX NO. ( )_____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes ( ) No ( )

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bid Reply Sheet Total from **Schedule "A"**: $_____
(This figure must match the E-Bid Reply Excel Spreadsheets and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20150059 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

5.4 Number of calendar days needed for completion of the project if the Contractor cannot complete the project within the estimated one hundred fifty (150) calendar days:

_____calendar days.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet - Schedule "A", completed electronically by the Bidder and submitted with bid packet. Award will be based on, along with other criteria, the total of all line items as shown on E-Bid Reply Excel Spreadsheet, Schedule "A". Also to be included on E-Bid Reply Sheet #20150059 is number of calendar days Contractor will need for completion of project. E-Bid will be award based on line item numbers 1 - 42 that represents the lowest responsive responsible bid to the City.

Cameo Blvd. Sidewalk Construction Project
Bid Reply Sheet

Schedule "A"

Item Number	Pay Item Number	Pay Item Description	Quantity	Unit
	Roadway			
1	101-1	Mobilization	1	LS
2	101-B	Construction Video	1	LS
3	102-1	Maintenance of Traffic	1	LS
4	104-10-3	Sediment Barrier	9000	LF
5	104-18	Inlet Protection System	16	EA
6	107-2	Mowing	3	AC
7	110-1-1A	Clearing & Grubbing	5.80	AC
8	110-3	Removal of Structures	1	LS
9	120-1	Regular Excavation	1331	CY
10	120-6	Embankment	1254	CY
11	286-2	Turnout Construction, Asphalt	289	SY
12	400-1	Concrete Class I, Endwall	8.46	CY
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA

14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA
15	425-1-910	Inlet, Closed Flume	1	EA
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF
21	455-1A	Dewatering for Construction Operations	1	LS
22	514-72	Liner Impermeable Polyethylene (Swale liner)	6296	LF
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY
27	527-2	Detectable Mat	280	SF
28	570-1-2	Performance Turf (Sod)	15,291	SY
29	580A	Root Barrier	20	LF
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS
32	711-11-111	Thermoplastic, Standard, White, 6" Solid	1070	LF
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF
36	1080-A	Utility Adjustments (Valves)	27	EA
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA
38	1080-C	Utility Adjustments (Hand Hole)	1	EA
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA
40	1080-E	Utility Adjustments (Water Meter)	3	EA
41	164-800	Fire Hydrant, Relocate	9	EA
42	2000-1	Utility Coordination	1	LS

All work performed in this total project shall be in compliance with the specifications. All work must comply with the ADA and FDOT Specifications.

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be entered on Schedule "A", E-Bid Reply Excel Spreadsheet and such price shall include the total cost unless otherwise specified. The unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct. The grand total shall be figured and entered on line 5.3 above and entered on the Demandstar web page.

6. <u>INSURANCE/CERTIFICATES/LICENSE</u> - Bidders are required, in accordance with Bid document Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of

insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print)_____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract**:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at_____, this_____ day of _____, 2016
(Location)

Name of Organization/Contractor:_____

By:_____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers

Name: _____
Address: _____
_____
_____
Telephone Number: _____
Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business?_____

6. List five (5) sidewalk construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: _____
Description: _____
_____
_____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

9. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1
Project Name:
Project Location:
Client Name and Phone Number:
Engineer Name and Phone Number:
Date:
Reason:

Insert additional projects if needed.

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes ( ) No ( )

If "Yes" was checked, state the bonding capacity of the firm. $_____

16. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to one (1) page)

17. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)

_____ _____

Signature Title

*****(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*****

CITY OF PORT SAINT LUCIE
CONTRACT #20150059

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

NOTIFICATIONS

As used herein the Project Manager shall mean:

Edith Majewski, or her designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4291 Fax: (772) 871-5289
Email: emajewski@cityofpsl.com

As used herein the CEI for this project shall mean: TBD

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20150059, **Cameo Boulevard Sidewalk Construction Project from Port St. Lucie Boulevard to Crosstown Parkway, Local Agency Program (LAP) Funded** including all Attachments, all Addenda, Construction Plans for Cameo Boulevard Sidewalk consisting of 54 pages; Technical Specifications consisting of 35 pages, any Plan revisions; Federal Required Contract Provisions; FDOT Specifications, LAP Specifications, Technical Specifications and all other restrictions and requirements are incorporated by this reference.

Scope of Work: This project is to construct approximately one and seven tenths (1.7) miles of six (6) foot wide concrete sidewalk on the east side of Cameo Boulevard from Port St. Lucie Boulevard north to Crosstown Parkway. This project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacements, replacement of driveways, utility relocations, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

This sidewalk project is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) funded project. The Contractor is not required to be FDOT prequalified for sidewalk construction.

SECTION II
TIME OF PERFORMANCE

The Contract Period start date will be_____ and will terminate one hundred fifty (150) calendar days thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION III
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $_____, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be in thirty (30) days after the receipt of a proper Pay Request. Retainage will be held as per Florida Statutes Section 218.735 (8)(a)-(b) of five percent (5%) on each invoice submitted. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

An updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor in thirty (30) days after the date of said final certificate.

Payment shall be made in thirty (30) days after receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by the City's Project Manager.

Before issuance of final certificate, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Such compensation includes all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number or Visa Authorization number.

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20150059 - Cameo Boulevard Sidewalk Improvements Construction Project, LAP (Local Agency Funded) Funded FM #433195-1-58-01 and the Florida Department of Transportation shall be**

listed as additionally insured.". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within

ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any work changes exceeding twenty five thousand ($25,000.00) dollars requires City Council approval.

SECTION VIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the

Contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wage Rate Provision for this Project

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL160233 01/08/2016 FL233** as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the CEI Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

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General Decision Number: FL160233 01/08/2016  FL233

Superseded General Decision Number: FL20150233

State: Florida
Construction Type: Highway
County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for
calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for
which the solicitation was issued on or after January 1, 2015. If this contract is
covered by the EO, the contractor must pay all workers in any classification listed
on this wage determination at least $10.15 (or the applicable wage rate listed on
this wage determination, if it is higher) for all hours spent performing on the
contract in calendar year 2016. The EO minimum wage rate will be adjusted annually.
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Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-051 08/19/2013

	Rates	Fringes
CARPENTER	$ 16.50	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 18.31	0.00
ELECTRICIAN	$ 19.35	0.00
FENCE ERECTOR	$ 11.70	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 12.92	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
INSTALLER - GUARDRAIL	$ 11.47	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 17.04	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 12.21	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.28	0.00
LABORER: Common or General	$ 10.12	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.46	0.00
LABORER: Landscape & Irrigation	$ 9.29	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.52	0.00
LABORER: Pipelayer	$ 14.85	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.15	2.43
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 13.15	0.00

OPERATOR: Bulldozer	$ 17.57	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 20.95	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 13.58	0.00
OPERATOR: Gradall	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 20.53	2.83
OPERATOR: Loader	$ 15.94	2.21
OPERATOR: Mechanic	$ 18.08	0.00
OPERATOR: Milling Machine	$ 15.59	0.00
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.61	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 14.66	0.00
OPERATOR: Roller	$ 12.91	0.00
OPERATOR: Scraper	$ 12.01	0.00
OPERATOR: Screed	$ 14.73	1.84
OPERATOR: Tractor	$ 10.66	0.00
OPERATOR: Trencher	$ 14.64	0.00
PAINTER: Spray	$ 17.40	0.00
TRAFFIC SIGNALIZATION: Mechanic and Electrician	$ 16.98	0.00
TRUCK DRIVER: Dump Truck	$ 12.05	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck	$ 15.62	0.00
TRUCK DRIVER: Slurry Truck	$ 11.96	0.00
TRUCK DRIVER: Water Truck	$ 13.36	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).
Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SECTION IX
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X
NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

SECTION XI
DELIVERY DOCUMENTATION

Not applicable to this bid.

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

SECTION XIV
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XV
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand seven hundred forty two ($1,742.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVIII
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XIX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the

process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX
OWNER-FURNISHED PRODUCTS

Not applicable to this bid.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

SECTION XXIII
RENEWAL OPTION

"Not Applicable"

SECTION XXIV
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of (company name)

_____
Print Representative's Name

Sample Only

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed. (he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

SUBSTITUTION SHEET

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

FLORIDA TRENCH SAFETY COMPLIANCE

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
F.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

CITY OF PORT ST. LUCIE, FLORIDA
SEALED E-BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

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

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

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

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

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

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

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20150059
PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **Cameo Blvd. Sidewalk Project Local Agency Program (LAP) Funded –SB#20150059**

FDOT Project Number: 433195-1-58-01
Project Location: City of Port St. Lucie, State of Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.
Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

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

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

   _____ Dollars
   (Written) (Figures)

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

Certified: _____
(Company-Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 20__.

_____
NOTARY PUBLIC

E-BID #20150059

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

375-040-68
PROCUREMENT
06/11

Contract No:_____

Financial Project No(s):_____

Project Description:_____

_____

_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. 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 the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm:_____

Authorized Signature:_____

Title:_____

Date:_____

ADDITIONAL GENERAL REQUIREMENTS

TABLE OF CONTENTS

Article	Description
1	DEFINITION OF TERMS
2	PLANS, SPECIFICATIONS AND RELATED DATA
3	ENGINEER - CITY - CONTRACTOR RELATIONS
4	MATERIALS AND WORKMANSHIP
5	INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY
6	PROGRESS AND COMPLETION OF WORK
7	MEASUREMENT AND PAYMENT
8	MISCELLANEOUS

ARTICLE 1
DEFINITION OF TERMS

1.1 GENERAL - Whenever in these specifications or in other documents pertaining to the Contract the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown.

1.2 ACT OF GOD - The words "Act of God" means an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from. Additionally, the "Act of God" must have an adverse effect on the work scheduled on the Critical Path Method (CPM) for that day to qualify for extension of time.

1.3 ASBESTOS - Any material that contains more than one percent asbestos and is friable, or is releasing asbestos fibers into the air above current action level established by the United States Occupational Safety and Health Administration.

1.4 A.S.T.M. DESIGNATION - Wherever the letters "A.S.T.M." are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.

1.5 BID - The bid or proposal is the written offer of a Bidder to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed bid or proposal form properly sealed and guaranteed. The bid or proposal shall be considered as part of the contract documents.

1.6 BID OR PROPOSAL GUARANTEE - Proposal guarantee will be defined as the security furnished by the Bidder as a guarantee that the Bidder will enter into the contract for the work if the City accepts the bid or proposal.

1.7 BIDDER - An individual, firm, partnership, or corporation submitting a bid or proposal for the work contemplated; acting directly or through a duly authorized representative. The term "Bidder" may be used interchangeably with the term "Contractor".

1.8 CHANGE ORDER - A written order issued by the Contractor and accepted by the City covering minor field changes in the plans, specifications, or quantities of work within the scope of the contract, when prices for the items of work effected are previously established in the contract.

1.9 CONTRACT AMENDMENT - A written description of the scope of work, a listing of the contract documents and other special provision(s) covering the terms and conditions of the contract. The Contract Amendment shall be considered as part of the Contract Documents.

1.10 CONTRACT - The term "contract" means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the City and the Contractor setting forth the obligations of the parties there under, including but not limited to, the performance of the work and the basis of payment.

1.11 CONTRACT DOCUMENTS - The instructions to Bidders, Contractor's proposal, plans, general conditions, specifications, contract, performance and payment bond and any addenda, change orders, amendments and supplemental written agreements relating to the project.

The intention of the documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, permits, and transportation necessary for the proper execution of the work, to require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part.

1.12 PROJECT MANAGER
The Project Manager is the City of Port St. Lucie Public Works Department representative as identified in the Special Conditions.

1.13 CONTRACTOR - The word "Contractor" shall mean an individual, firm, partnership, or corporation, and his, their or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor", it shall mean the Contractor as defined herein.

1.14 DEPARTMENT (FDOT) - State of Florida Department of Transportation

1.15 DIRECTED, ORDERED, APPROVED & ETC. - Wherever in the specifications, plans, change orders amendments, or supplemental written agreements the words "directed", "ordered", "approved", "permitted", "acceptable", or words of similar import are used, it shall be understood that the direction, order, approval or acceptance of the City is intended unless otherwise stated.

1.16 ENGINEER - Engineer: The "Engineer of Record" for the project is a Professional Engineer duly licensed and registered in the State of Florida. The Engineer of Record is designated in the Special Conditions.

Construction Engineering and Inspection (CEI) Engineer: The "Construction Engineering and Inspection Engineer (CEI) shall be a Professional Engineer duly licensed and registered in the State of Florida and designated by City as Engineer.

Engineer: The Director, Office of Construction, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

1.17 GENERAL REQUIREMENTS - The directions, provisions and requirements contained herein entitled General Requirements and Technical Specifications and any addenda, amendments, supplemental written agreements and change orders that may be issued for the contract, all describing the general manner of performing the work including detailed technical requirements relative to labor, material, equipment, and methods by which the work is to be performed and prescribing the relationship between the City and the Contractor.

1.18 HAZARDOUS WASTE - The term hazardous waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.19 INSPECTOR - A duly authorized representative of the Engineer or City, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

1.20 LABORATORY - Any licensed and qualified laboratory designated by or acceptable to the City to perform necessary testing of materials.

1.21 MILESTONE - A principal event specified in the Contract Documents relating to an Intermediate Completion date or time prior to Substantial Completion of all the work.

1.22 CITY - City is the City of Port St. Lucie, a municipality of the State of Florida, governed by the City of Port St. Lucie Council Members.

1.23 PLANS - The official, approved plans, including reproduction thereof, showing the location, character, dimensions and details of the work to be done. All shop drawings submitted by the Contractor and approved by Engineer shall be considered as part of the Contract Documents.

1.24 SAMPLES - Physical examples of materials, equipment, or workmanship that are representative of some portion of the work, and which establish the standards by which such portion of the work will be judged.

1.25 SPECIAL CONDITIONS - Special clauses or provisions, supplemental to the Plans, General Requirements and other Contract Documents, setting forth conditions varying from or additional to the General Requirements for a specific project.

1.26 SPECIFICATIONS - The directions, provisions, and technical requirements together with all written agreements made or to be made, setting forth or relating to the method and manner of performing the work, or to the quantities and qualities of materials, labor and equipment to be furnished under the Agreement.

1.27 SUBCONTRACTOR - An individual, partnership, or corporation supplying labor, equipment, or materials under a direct contract with the Contractor for work on the project site. Included is the one who supplies materials fabricated or formulated to a special design according to the plans and specifications for the particular project.

1.28 SURETY - The definition for surety is the corporate body that is bound by the contract bond with and for the Contractor responsible for the performance of the contract and for payment of all legal debts pertaining thereto.

1.29 UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water mains of any type.

1.30 UNIT PRICE WORK - Work to be paid for on the basis of unit prices: each, lump sum, linear feet, square yards, system, etc.

1.31 WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. All labor, materials, furnishing documents and incidentals required executing and completing the requirements of the contract including superintendents, use of equipment and tools, and all services and responsibilities prescribed or implied.

1.32 WORK CHANGES - The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval by a written change order that must be signed by the City Manager or his designee as representing the City. Adjustments in price up to $24,999.00 per fiscal year require written approval from Procurement Management Department. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order.

1.33 WRITTEN NOTICE - Written notice shall be considered as served when delivered to the designated representative of the Contractor and receipt acknowledged or sent by certified mail to the individual, firm, or corporation to the business address stated in Bid Proposal. It shall be the duty of each party to advise the other parties to the Contract as to any changes in his business address until completion of the Contract.

ARTICLE 2
PLANS, SPECIFICATIONS AND RELATED DATA

2.1 INTENT OF PLANS AND SPECIFICATIONS - The intent of the plans, specifications and other contract documents is that the Contractor furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and other Contract Documents and all incidental work considered necessary to complete the work or improvement ready for use, occupancy, or operation in a manner acceptable to the City and the Engineer.

The technical specifications contained in the LAP Specifications shall also apply to this Contract. In addition, the terms and conditions of the applicable permits and approvals issued by various federal, state, and local Government Agencies and their regulations and requirements affecting such work shall supersede these specifications.

It shall be the Contractor's responsibility to ensure all bidding, construction, inspections, certifications, and considerations for the construction of the utility portion of this contract are in strict conformance with the City of Port St Lucie Utilities Systems Department's Technical Specifications and Construction Standards, latest revision.

2.1.1 LAP SPECIFICATIONS FOR THIS SCOPE OF WORK – DETAILS IN ATTACHMENTS A, B, C, D, E, F, H, J, L, and M OF THIS BID DOCUMENT

2.2 CONFLICT - These Specifications, the Plans, Special Conditions and all supplementary documents are integral parts of the Contract; a requirement occurring in the one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

The computed dimensions govern over scaled dimensions. In case of discrepancy, the governing order of the Contract Documents is as follows:

A. Amendments
B. Change Order
C. Plans/Construction Drawings
D. Supplemental Specifications
E. 2014 FDOT Standard Specifications for Road and Bridge Construction

2.3 DISCREPANCIES IN PLANS - Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer and City in writing in the form of an official Request for Information (RFI). The Engineer shall promptly correct such error or omission in writing and notify the City. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Discrepancies include any correction, errors or omissions in Plans and Specifications that may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next three (3) paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the General Requirements. Changes in the work, except where the additional work may be classed under some item of work for which a unit price is included in the proposal, errors or omissions must be presented to the "Engineer of Record" in writing within five (5) days of discovery, in the form of an official Request.

The fact that specific mention of any part of work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by both the Plans and Specifications.

All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered.

2.4 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One (1) complete set of all Contract Documents shall be maintained at the job site and shall be available to the Engineer and City at all times. Each crew installing the work items shall have a set of Project Specifications and Project Plan Drawings that are pertinent to the work efforts being performed by the crew, including all current revisions.

2.5 DIMENSIONS - Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimension of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

2.6 SAMPLING AND TESTING - Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards or tentative of the American Society for Testing Materials and the Florida Department of Transportation.

The Contractor shall furnish any required samples without charge. The City and the Engineer shall be given sufficient notification of the placing of orders for materials to permit testing. When the Contractor represents a material or an item of work as meeting Specifications and under recognized test procedures it fails, the Contractor shall be responsible for all expenses associated with failed tests, billed at the Testing Laboratory's standard rate for individual tests.

It is expected that all inspections and testing of materials and equipment will be done locally. If the Contractor desires that inspections or tests be made outside of the local area all expenses, including per diem for the Engineer or Inspectors, shall be borne by the Contractor. The selected location will be reviewed and approved by the Engineer and City.

The Contractor shall give the City, the Engineer and the Geotechnical Engineer at least one (1) day's prior notice of readiness of the work for all required inspections, tests or approvals. Should standby time occur by the testing field technician, time in excess of one (1) hour waiting for scheduled work to be completed prior to performing any required test per working day will be charged directly to the Contractor, unless previously approved by City. Any test not meeting specification requirements shall be charged directly to the Contractor.

2.7 SHOP DRAWINGS - The Contractor shall provide shop drawings, setting schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Plans and Specifications or Engineer's instructions. Deviations from the Plans and Specifications shall be called to the attention of the Engineer and City at the time of the first submission of shop drawings and other drawings. The Engineer's review and approval of any shop drawings shall not release the Contractor from responsibility for errors, corrections of details, or conformance with the Contract. Shop drawings shall be submitted according to the following definitions/instructions:

Seven (7) copies of each shop drawing shall be submitted to the Engineer at least thirty (30) days before the materials indicated thereon are to be needed or earlier if required to prevent delay of work or to comply with subparagraph D.

Definitions for Section 2.7:

A. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Contractor to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.

B. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.

C. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment and the like.

D. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

E. Contractor Responsibility for accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various Subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.

1. Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the Contractor or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record and the City for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Contract plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, clearly state so in the transmittal letter.

2. Schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Contractor. A valid submittal includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.

3. Submit shop drawings to facilitate expeditious review. The Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

4. Only shop drawings distributed with the "red ink" stamps are valid and all work that the Contractor performs in advance of approval will be at the Contractor's risk.

2.8 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standards of quality, the detail Specifications refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design. Written requests for consideration of substitutions must be submitted at least fifteen (15) days prior to bid opening. Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an Addendum will be issued to all Bidders of Record, describing such. Substitutions approved and accepted by the City may be submitted during the course of work, provided it does not delay the performance and completion of the work.

The Contractor shall abide by the City's and the Engineer's judgment when proposed substitution of materials or items or equipment is judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted to the Engineer in writing by the Contractor and not by individual trades or material suppliers. The City and the Engineer will advise of approval or disapproval of proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved by the City and the Engineer in writing.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the Standard manufacturer's item listed.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, at no change of Contract price.

2.9 EQUIPMENT AND MATERIAL APPROVAL DATA - The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, material gauge or thickness, brand name, catalog number and general type.

This submission shall be compiled by the Contractor and submitted to the Engineer for review and written approval before any of the equipment is ordered.

Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

After written approval is received by the Contractor, submission shall become a part of the Contract and may not be deviated from except upon written approval of the Engineer and the City.

Catalog data for equipment approved by the Engineer does not in any case supersede the Contract Documents. The acceptance by the Engineer shall not relieve the Contractor from responsibility for deviations from Plans or Specifications, unless he has called the Engineer's attention, in writing, to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Contract Documents for deviations and errors.

It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the field installation shall suit the true intent and meaning of the Plans and Specifications.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Plans and Specifications, and to make all changes in the work required by the different arrangement of connections at his own expense.

ARTICLE 3
ENGINEER-CITY-CONTRACTOR RELATIONS

3.1 ENGINEER'S RESPONSIBILITY AND AUTHORITY - All work shall be performed to the satisfaction of the Engineer and City. All work done shall be subject to the construction review of the Engineer or City, or both. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of Plans and Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Engineer and the City who will resolve such questions.

3.2 ENGINEER'S DECISION - All claims of a technical nature of the Contractor shall be presented to the Engineer for resolution and be approved by City. The City will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

3.3 CONSTRUCTION REVIEW OF WORK - The City and the Engineer may appoint such assistants and representatives as he/she desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these specifications. Rather, they are authorized to call to the attention of the Contractor any failure of the work or materials to meet the contract documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer and the City. The Engineer, with the City's approval, will immediately notify the Contractor in writing of any suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the Contractor.

3.4 FIELD TESTS AND PRELIMINARY OPERATION - Provide the Engineer and the City with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the Engineer and the City in determining whether the material furnished meets the requirements of these Specifications.

3.5 EXAMINATION OF COMPLETED WORK - The Engineer and the City may request an examination of completed work of the Contractor at any time before acceptance by the Engineer and the City of the work and shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

Contractor shall not perform work or furnish materials without obtaining inspection by the Engineer or his representative and the City. Furnish the Engineer and the City with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the Engineer and the City requests, at any time before final acceptance of the work,

the Contractor shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the contract documents. If the City and Engineer determines that the work so exposed or examined is unacceptable, the Contractor shall perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the City.

If, during or prior to construction operations, the Engineer and the City fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the City to final acceptance. The City is not responsible for losses suffered due to any necessary removals or repairs of such defects.

If the Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the contract within the time indicated in writing, the City has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the Contractor's expense. The City will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due the Contractor, or by charging such amounts against the contract bond.

3.6 CONTRACTOR'S SUPERINTENDENT - A qualified superintendent, who is acceptable to the City and Engineer shall be maintained on the project and give sufficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the superintendent shall be considered given to the Contractor. All such communications shall be in writing, either prior to giving direction or subsequent to giving the direction.

3.7 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, in writing, from the property Owner thereof, and supply same to Engineer and the City for Project documentation. Further, he shall be responsible for the preservation of all public trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He/She shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until a land surveyor has witnessed or otherwise referenced their location and shall not remove them until so directed by the Engineer and the City in writing.

Contractor shall be responsible for any damage caused by Contractor entering upon private property; the Contractor shall be responsible for all damages to private property as a result of construction in the vicinity of the private property.

3.8 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK - The following acts or omissions constitute acts of default and, except as to subparagraphs (I and K), the City will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

A. Fails to begin the work under the Contract within the time specified in the Contract.
B. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract.
C. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer and the City rejects as unacceptable and unsuitable.
D. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer and the City notifies the Contractor to do so.

E. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.

F. Allows any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.

G. Makes an assignment for the benefit of creditors.

H. Fails to comply with contract requirements regarding minimum wage payments or EEO requirements.

I. Fails to comply with the City's and the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order.

J. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the City.

K. Fails to comply with LAP Standard Specification.

L. Fails to maintain required insurance coverage per contract documents throughout the life of the Contract.

For a notice based upon reasons stated in Subparagraphs A through L: If the Contractor, within a period of ten (10) calendar days after receiving the written notice described above fails to correct the conditions of which complaint is made, the City will, upon written certificate from the Engineer and the City of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and declare the Contractor in default.

If the Contractor, after having received a prior written notice described above for any reason stated in Subparagraphs B through F or H, commits a second or subsequent act of default for any reason covered by the same Subparagraphs B through F or H as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the City will, upon written certificate from the City and the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding Subparagraph I, if the Contractor fails to comply with the City's and the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the City will, upon written certificate from the City and the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding Subparagraph K, if the Contractor fails to comply with Article 3.9, the City will have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding Subparagraph L, if the CONTRACTOR fails to maintain proper insurance, the City will have full power to suspend the work until proper insurance is provided.

The City has no liability for anticipated profits for unfinished work on a contract that the City has determined to be in default. Notwithstanding the above, the City shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this contract, without any prior notice to

the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(a), Florida Statutes. The City's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all City contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; for which a contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the City terminates this contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the City incurs in completing the contract work after such termination.

Upon the declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the contract, or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the contract, against the Contractor. If the City incurs such costs then the Contractor and the surety shall be liable and shall pay the City the amount of costs.

If, after the ten (10) day notice period and prior to any action by the City to otherwise complete the work under the contract, the Contractor establishes his intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may be come due under the contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

3.9 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the City or by other Contractors is contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the City, to secure the completion of the various portions of the work in general harmony.

3.10 SEPARATE CONTRACTS - The City may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Engineer and the City any irregularities, which will not permit him to complete his work in a satisfactory manner. His failure to notify the Engineer and the City of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive his work. It shall be the responsibility of the Contractor to inspect the completed work in place and report to the Engineer and the City immediately any difference between completed work by others and the Plans.

If Contractor is found to be responsible for damages or delays to the work performed by other contractors, Contractor shall be required to make good any such damages or delays.

3.11 SUBCONTRACTS AND PURCHASE ORDERS - Prior to signing the Contract or at the time specified by the City, the Contractor shall submit in writing to the City and the Engineer the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the City.

The Contractor is responsible to the City for the acts and omissions of his subcontractors and their direct or indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The

Contract Documents shall not be construed as creating a contractual relation between any subcontractors and the City. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For convenience of reference the Specifications are separated into Articles. Such separations shall not, however, operate to make the Engineer or City an arbiter to establish limits to the contracts between the Contractor and Subcontractors.

3.12 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

3.13 UNAUTHORIZED WORK - Work done without lines and/or grades having been established, work done without proper inspection, or any changes made or extra work done without written authority will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the engineer, may not be measured and paid for.

3.14 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the City's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. Rebuild, repair, restore, and make good, without additional expense to the City, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the City may, at its discretion, reimburse the Contractor for the repair of such damage due to the unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not limited to Acts of God, of the public enemy, or of governmental authorities.

ARTICLE 4
MATERIALS AND WORKMANSHIP

4.1 GENERAL - All materials and workmanship shall meet the requirements of the City of Port St. Lucie Codes and Technical Specifications, the Florida Department of Environmental Protection requirements, and the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction Specifications 2014 Edition", the "Design Standards 2014 Edition", these Contract Documents, and all applicable LAP standards, manuals, and procedures and the City of Port St. Lucie Utility Systems Department technical specifications and construction standards.

4.2 MATERIALS FURNISHED BY THE CONTRACTOR

A. All materials used in the work shall meet the requirements of the respective Specifications, and no materials shall be used until it has been approved in writing by the City and the Engineer.

B. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.

C. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide a substitute item which is acceptable to the Engineer and City and is currently available, at no change in Contract Price.

D. Source of Supply and Quality Requirements.

1. Only Approved Materials to be Used. Use only materials in the work that meet the requirements of these specifications, and have the City's and the Engineer's approval. The City and the Engineer may inspect or test any materials proposed for use at any time during their preparation and use. Do not use any material that, after approval, has in any way become unfit for use in the work. Do not use materials containing asbestos.

2. Notification of Placing Order. Give sufficient notification prior to placing orders for materials, and order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing.

3. Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items (if applicable). Submit to the City and the Engineer a fabrication schedule for all items requiring commercial inspection, before or at the pre-construction meeting. These items include, but are not limited to steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet (14 m), moveable bridge components or any other item identified as an item requiring commercial inspection in the contract documents.

4. Approval of Source of Supply. Before delivering material obtain the City's and the Engineer's approval of the source of supply. Submit for examination representative preliminary samples, of the character and quantity prescribed. The City will test the samples in accordance with the method referred to under LAP Standard Specification. If, after trial, the City determines that an approved source of supply does not contain a uniform, acceptable product, or the product from any source is unacceptable at any time, furnish material from other approved sources.

   Use only mineral aggregates that are produced under a Department approved Producer Quality Control Program (QC) that is in accordance with the Department's requirements and procedures for obtaining and maintaining Department approval of developed and operational mineral aggregate sources (mines and redistribution terminals), and with the Department's Mineral Aggregate Manual. Furnish an individual certification with each haul unit load of materials shipped, attesting that those specific materials were produced under a Department-approved QC and that they fully meet the requirements of these specifications.

   Do not use materials that were produced after July 1, 1991, by convict labor for federal-aid highway construction projects unless the prison facility has been producing convict-made materials for the federal-aid highway construction projects before July 1, 1987. Use materials that were produced prior to July 2, 1991, by convicts on federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114.

   The City will limit the use of materials produced by convict labor for use in federal-aid highway construction projects to (1) materials produced by convicts on parole, supervised release, or probation from a prison, or (2) materials produced in a qualified prison facility. The amount of such materials produced for federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

5. Source of Supply-Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the City and the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnishes invoices to document the cost of such material, and obtain the City's and the Engineer's written approval prior to incorporating the material into the project.

E. Inspection and Tests at Source of Supply

1. General. If the volume, progress of the work, and other considerations warrant, the Engineer may inspect the materials at the source of supply.

2. Cooperation by the Contractor. Provide the City and the Engineer with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the Engineer in determining whether the material furnished meets the requirements of these specifications.

3. City Not Obligated to Make Inspection at Source. The City is not obligated to make an inspection of materials at the source of supply. The Contractor is fully responsible for supplying satisfactory materials.

4. Retest of Materials. The City may retest materials that it has tested and accepted at the source of supply, after they have been delivered to the project. The City will reject all materials that, when retested, do not meet the requirements of these specifications.

F. Control by Samples and Tests.

1. Materials to be Tested, Samples. The City and the Engineer may test materials by means of samples, or otherwise, at production points and after delivery. The City will perform and pay for such tests. Afford such facilities as the City and the Engineer requires for collecting and forwarding samples, and do not make use of, or incorporate in the work, any materials represented by the samples until the City and the Engineer tests and find the materials acceptable. Furnish and deliver the required material necessary to take samples, to the point that the City and the Engineer designates, at no expense to the City.

2. Pavement Samples: For both based course and surface course pavements, furnish samples taken from the completed work at any location that the Engineer and the City indicates, and immediately replace the areas so removed with materials and construction that meet the requirements of these specifications and to the line and grade of the immediate surrounding pavement surface. The City will not allow additional compensation for furnishing such samples and replacing the areas with new pavement.

3. Applicable Standards: Methods of sampling and testing materials are in accordance with Florida Methods as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, and a Florida Method which is similar exists, the City will require sampling and testing in accordance with the Florida Method.

   Whenever any Florida, AASHTO, ASTM or other standards are referenced in these specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of advertisement for bids for a project.

4. Soil Bearing Tests: The City will determine the bearing value of soils using the City's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the plans.

5. Sieves. Use sieves meeting the requirements of AASHTO M 92.

6. Acceptance on Tests of Producer's Samples: The City, in order to expedite the work, may accept certain materials on the basis of tests made on advance samples taken and submitted by the producer, provided that the City and the Engineer tests a representative number of samples of the material after the material arrives at the worksite and the City confirms that the material meets the requirements of these specifications. In the event that the Engineer's tests of these samples do not substantiate those made on the advance samples submitted by the producer, and the City and the Engineer determines that there is evidence that this privilege of expediting the use of the material is being abused, then the City will no longer extend this privilege to the such producer.

7. Preparation and Shipping of Samples: Attach a card to each producer's sample, showing the following information: Project designation, intended use of material, name of producer, source of supply, quantity represented by sample, date sampled, and any other information pertinent to the material or work. Use care in preparing and shipping

samples. Check that packages are clean before placing material therein. Tie or close and securely wrap the packages.

8. Inspection at Plants: Provide the City and the Engineer with access to all parts of all paving or other plants connected with the work to verify weights or proportions and character of materials, and to determine temperatures used in preparing materials and mixtures. Facilitate and assist in the City's and the Engineer's verification of the accuracy of all scales, measures, and other devises, and protect such devices from the wind and elements whenever such protection is necessary.

9. Aggregate Samples: The City and the Engineer will select and take all samples from all aggregates entering into asphalt concrete mixes. Advise the City and the Engineer as to location and source three (3) weeks prior to the time the aggregates are needed for the design of the mix, so that the City and the Engineer can arrange to take the samples.

10. Asphalt Concrete Mix Design: For the designs of asphalt concrete mixes that are to be provided by the Contractor, the Contractor will establish not more than three (3) design mixes, without charge, for each type of mixture on any one (1) contract.

11. Materials Accepted Based on Producer's Certification: Identify materials that the City and the Engineer has accepted based on producers' certification by production LOT or other acceptable means that shows a direct tie between the certification and the material being used. The City will use such identification when doing verification testing. Ensure that the certification is signed by a legally responsible person from the producer and is provided on the producer's letterhead.

12. Materials Accepted Based on Manufacturer's Certification: The City and the Engineer will accept certain manufactured products for use on City contracts upon receipt of a satisfactory certification stating that the product meets the acceptance criteria requirements of the City's specifications. Manufactured products whose acceptance is based on a manufacturer's certification are so identified in the LAP Standard Specifications. The City and the Engineer reserves the right to sample these materials in accordance with the provisions of this specification.

13. Manufacturer's may obtain the sample certification forms through the Department's web site.

14. It is the sole responsibility of the Contractor to obtain, verify completeness and submit the certification to the City and the Engineer before incorporating such manufactured products into the project.

4.3 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

A. After the execution of the Contract, the substitution of equipment and/or material for that specified will be considered if:

1. The equipment and/or materials proposed for substitution is determined by the City to be equal or superior to that specified in the Contract.
2. The equipment and/or material proposed for substitution is less expensive than that specified and that such savings to the City, as proposed by the Contractor, are submitted with the

request for substitution. If the substitution is approved, the Contract price shall be reduced accordingly.

3. The equipment and/or material proposed for substitution is readily available and its delivery and use, if approved as a substitution, will not delay the scheduled start and completion of the specified work for which it is intended or the scheduled completion of the entire work to be completed under the contract.

B. No request will be considered unless submitted in writing to the Engineer and approval by the Engineer and the City must also be in writing. To receive consideration, requests for substitutions must be accompanied by documentary proof of the actual difference in cost to the Contractor in the form of quotations to the Contractor covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the City and the Engineer.

C. It is the intention that the City shall receive the full benefit of the saving in cost involved in any substitution.

D. In all cases, the burden of providing adequate proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the City and the Engineer. Request for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the City and the Engineer to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

4.4 STORAGE OF MATERIALS (CONTRACTOR AND CITY FURNISHED) - Outdoor storage space may not be available at project site. Materials shall be stored so as to incur the preservation of their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable specifications. The City may reject improperly stored materials. Private property shall not be used for storage purposes unless permitted by the Private Property Owner.

If the City allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel.

The Contractor shall be responsible for securing an area appropriate for storage. The costs for incidental work efforts necessary by the Contractor in order to prepare the storage site shall be included in the various bid items. The site shall be fenced, and be maintained to a level that will not create hazardous conditions to the surrounding area, and shall maintain vegetative growth on the perimeter of area. The City is not responsible for loss of or damage to stored materials.

4.5 MANUFACTURER'S DIRECTION - Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.6 OWNERSHIP OF MATERIALS - Contractor shall be responsible for disposal costs of any structures, trees, or unsuitable fill within the project's limit. Any and all materials found within the limits of the project remain the property of the Contractor unless Ownership is specifically conveyed to the City.

All material, equipment and work become the sole property of the City as installed. These provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of right of the City to require the fulfillment of all the terms of the Contract.

ARTICLE 5
RESPONSIBILITY AND PUBLIC SAFETY FOR COMPLIANCE WITH LAWS.

5.1 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the City of the patent or a duly authorized licensee. The Contractor shall protect and hold harmless the City against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment or construction furnished or used by the Contractor.

5.2 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and Engineer against any expense, claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor shall keep himself fully informed of all existing and pending state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order or decree, he shall forthwith report the same to the Engineer and City in writing. He shall at all times himself observe and comply with and cause all his agents, subcontractors, and employees to observe and comply with any such law, ordinance, regulation, order or decree; and shall protect and indemnify the City and Engineer, their officers, employees, and agents against any expense, claim or liability arising from or based upon violation of any such law, ordinance, regulations, orders or decree, whether by himself or his employees.

All building construction work alterations, repairs or mechanical installations and appliances connected therewith shall comply with the applicable building rules and regulations, restrictions and reservations of record, local ordinances and such other statutory provisions pertaining to this class of work.

5.3 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida.
2. This Contract requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform.
3. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all Subcontractors.

B. Safety of Persons and Property

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 all employees on the work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his Subcontractors; and other property on the project 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.
2. The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the work.
3. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the City. No road or street shall be closed to the public except with the permission of the City and proper governmental authority.

C. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, swale liners, and irrigation ditches, which shall not be obstructed except as approved by the City. The Contractor shall comply with LAP Standard Specifications.

5.4 CROSSING - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the City through the Engineer shall secure written permission prior to the commencement of construction of such crossing. The Contractor will be required to furnish evidence of compliance with conditions of the permit from the proper authority before final acceptance of the work by City.

5.5 SANITARY PROVISION - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Engineer and the City, and shall follow the progression of the work effort. Following the period of necessity for such accommodations, they and all evidence affixed thereto shall be removed.

5.6 WARNING SIGNS AND BARRICADES - The Contractor shall provide adequate signs, barricades, warning lights and flagmen, as required, and all such other necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by lights that shall be kept in operation from sunset to sunrise. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. Warning signs and barricades shall be in conformance with the State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, and the MUTCD latest edition. A Maintenance of Traffic Plan shall be submitted by the Contractor to the City through the Engineer, for review and approval.

ARTICLE 6
PROGRESS AND COMPLETION OF WORK

6.1 COORDINATION OF CONSTRUCTION - The Contractor shall coordinate his work with other Contractors, the Engineer, City and Utilities to assure orderly and expeditious progress of work.

Contractor shall make his own arrangements for water and electrical service to meet his construction requirements.

6.2 PROTECTION OF EXISTING UTILITIES AND FACILITIES - All utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by the Contractor and shall not be disturbed or damaged by him during the progress of the work; provided that, should the Contractor disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair and testing thereof shall be borne by the Contractor. LAP Standard Specification, shall also apply.

6.3 COMPLIANCE WITH TIME REQUIREMENTS - Commence work in accordance with the approved working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit set forth in the proposal. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials as necessary to prosecute the work in accordance with the required schedule, the City may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

6.4 PROVISIONS FOR CONVENIENCE OF PUBLIC - Schedule construction operations as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the City and the Engineer may require the Contractor to first construct the work in any areas along the project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the Engineer may require the Contractor to delay removal of the existing (usable) facilities.

6.5 PRECONSTRUCTION CONFERENCE - Immediately after awarding the contract but before the Contractor begins work, the City will call a preconstruction conference at a place the City designates to go over the construction aspects of the project. Attend this meeting, along with the City and the various utility companies that will be involved with the sidewalk construction project.

ARTICLE 7
MEASUREMENT AND PAYMENT

7.1 PAYMENT - Payment shall be made at the Unit Prices or Lump Sum Prices as depicted in the Schedule of Contract Prices, and as outlined hereafter. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, by the Contract Documents. The cost of any item(s) of work which is not covered by a definite Unit Price or Lump Sum Price shall be included in the Unit Price or Lump Sum Price to which the item(s) is most applicable.

7.2 ERROR IN LUMP SUM QUANTITY - Where the City designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the City will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the City determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in LAP Standard Specification. City will require dump/fill tickets from the City fill site.

7.3 CONSTRUCTION TOLERANCES - If, in the opinion of the City and the Engineer, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in LAP Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The City will not use the construction tolerance, as

defined in LAP Standard Specifications, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 REQUEST FOR PAYMENT - The Contractor may submit to the City not more than once each month on the tenth (10th) day of each month a request for payment for work completed. The Contractor shall furnish the Engineer and the City all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. No payments shall be made for materials stored on site without approval of the City.

Progress payments shall be in accordance with the Contract and identified in Section III of the Contract. Where unit prices are specified, the request for payment shall be based on the quantities completed.

Prior to submission of any request for payment by the Contractor, the City and the Engineer shall review the request for payment to determine the following:

A. That the work covered by the request for payment has been completed in accordance with the intent of the Plans and Specifications.
B. That the quantities of work have been completed as stated in the request for payment, whether for a unit price contract or for payment on a lump-sum contract.
C. All partial release of liens have been submitted.
D. An updated project schedule has been submitted.
E. Invoices include a unique invoice number, the purchase order number or a Visa number and the contract number. (Pay Request #1 does not constitute a unique invoice number)

7.5 CITY'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT - The City may withhold payment in whole or in part on a request for payment to the extent necessary for any of the following reasons:

A. Work not performed but included in the request for payment.
B. Work covered by the request for payment which is not in accordance with the Plans, Specifications and generally accepted engineering and construction practices.
C. In the event of a filing of a claim or lien or information received by City of a potential filing of a claim or lien against the Contractor or City.
D. Failure of the Contractor to make payments to Subcontractors, material suppliers or labor.
E. Damage to another contractor as defined in Article 3.11 of the General Requirements.
F. Default of any of the provisions of the Contract Documents.
G. Defective work which has not been corrected within the time specified in the Contract Documents.
H. No unique invoice number, purchase order number and/or contract number referenced on request for payment.
I. If partial release of liens are not submitted with pay request.
J. An updated project schedule is not submitted with pay request.
K. Failure to maintain insurance requirements throughout the life of the contract.
L. Failure to provide as-built drawings.

7.6 PAYMENT FOR UNCORRECTED WORK - Should the City and the Engineer direct, in writing, the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the contract amount shall be made to compensate the City for the uncorrected work.

7.7 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Article 4.6 of the General Requirements, the re-execution of work by the Contractor shall be

at the expense of the Contractor and the Contractor shall pay the cost of replacing the destroyed or damaged work of other contractors by the removal of the rejected work or materials and the subsequent re-execution of that work.

Removal of rejected work or materials and storage of materials by the City in accordance with Article 4.6 of the General Requirements shall be paid for by the Contractor within thirty (30) days after written notice is given by the City and the Engineer. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Engineer of his intent to see the materials, the City may sell the materials and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that are incurred by the City. The Engineer may act as the City's authorized representative in the aforementioned actions.

7.8 COMPENSATION FOR CHANGES IN THE WORK - If conditions require a change in the scope of work or additional work, varying from the original Plans or Specifications, such change shall be effected by the Contractor when a written Change Order is issued by the City. The Change Order shall set forth in complete detail the nature of the change, the change in the compensation to be paid the Contractor and whether it is an addition or a reduction of the original total contract cost. Should additional or supplemental drawings be required, they will be furnished by the Engineer.

Authorized Changes in Work: Where the City designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the City will adjust compensation for that item proportionately when an authorized plan change is made, which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the City will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

Compensation to be paid to the Contractor for accomplishing the work of a Change Order shall be established in one of the following ways:

A. By lump sum proposed by the Contractor and accepted by the City.
B. By unit prices established and agreed to by all parties.
C. By unit prices established for additional kinds of work.
D. By other methods as may be mutually agreed upon.

Compensation for home office overhead and other related costs shall not be allowed in extra charges. No extra work shall be completed until the City and Contractor have agreed, in writing, on the method and compensation for the extra work.

7.9 PAYMENT FOR WORK SUSPENDED BY THE CITY - If the work or any part thereof shall be suspended by the City, as provided in General Requirements, the Contractor will not be entitled to payment for work done.

7.10 PAYMENT FOR WORK BY THE CITY - The cost of the work performed by the City removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the Contractor.

7.11 PAYMENT FOR WORK BY CITY FOLLOWING TERMINATION OF CONTRACT - Upon termination of the contract by the City no further payments shall be due the Contractor until the project is completed and accepted by the City. The cost incurred by the City as herein provided shall include the cost of any additional Contractors and other expenses incurred by the City through the Contractor's default.

7.12 PAYMENT FOR WORK SUSPENDED BY THE CONTRACTOR - Upon suspension of the work by the Contractor, and upon City approval, the Contractor shall recover payment from the City for the work performed.

7.13 RELEASE OF LIENS (INTERIM/FINAL) - The Contractor shall deliver, with each request for payment, a completed Affidavit and Release of Lien on a form supplied by the Contractor. Also, from each supplier or subcontractor who has notified the City of his right to file a lien (Notice to Owner) or who is listed in the Contractor's Affidavit and Release of Lien as an unpaid, potential lienor, a Lienor's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

If the completed forms are not supplied with the request for payment, the City will request said completed form(s) from the potential lienor by receipt mail, and hold payment until the provisions below are met. If no reply is received within thirty (30) days and/or all of the City's Demand for a Lienor's Sworn Statement of Account indicates that no monies are due, payment in the amount of the approved request shall be made. However, if there are outstanding payments due to suppliers or, the City may make joint payments to the Contractor and supplier or Subcontractor.

7.14 ACCEPTANCE AND FINAL PAYMENT - The Contractor shall furnish full and final releases of lien for labor, materials and equipment incurred in connection with the work certified As-Builts, following which the City will release the Contractor except as to the conditions of the performance bond, any legal rights of the City, required guarantees and satisfaction of all warranty work, and shall authorize payment of the Contractor's final request for payment.

Maintenance until Acceptance: Maintain all work until the Engineer and the City have given final acceptance in accordance with LAP Standard Specification.

Inspection for Acceptance: Upon notification that all contract or all contract work on the portion of the contract scheduled for acceptance, has been completed, the City and the Engineer will make an inspection for acceptance. The inspection will be made within seven (7) days of the notification. If the City and the Engineer finds that all work has been satisfactorily completed, the City will consider such inspection as the final inspection. If any or all of the work is found to be unsatisfactory, the City and the Engineer will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the City and the Engineer accepts all work.

Upon satisfactory completion of the work, the City will provide written notice of acceptance, either partial, conditional or final, to the Contractor. Until final acceptance in accordance with LAP Standard Specification, replace or repair any damage to the accepted work.

Partial Acceptance: At the City's and the Engineer's sole discretion, the City and the Engineer may accept any portion of the work under the provisions of LAP Standard Specification.

Conditional Acceptance: The City and the Engineer will not make, or consider requests for conditional acceptance of a project.

Final Acceptance: When, upon completion of the final construction inspection of the entire project, the City and the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the City and the Contractor written notice of final acceptance.

7.15 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final construction review is made by the "Engineer of

Record," and the project accepted in writing by the City. The Contractor's responsibility shall then cease, except as set forth in his performance bond, as required by the guarantee period in accordance with the General Requirements.

7.16 SATISFACTION OF WARRANTY WORK AFTER FINAL PAYMENT - The making of the final payment by the City to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The City shall promptly give written notice of faulty materials and workmanship and the Contractor shall promptly replace any such defects discovered within one (1) year from the date of final written acceptance of the work by the City.

ARTICLE 8
MISCELLANEOUS

8.1 ADDRESSES FOR NOTICES - All notices given under or in connection with any of the Contract Documents shall be delivered in person or by telegraph or registered or certified mail to the parties at the address as either party may by notice designate.

8.2 TAXES - Contractor shall pay all sales or other taxes of any type which may be incurred in connection with the work hereunder, and shall reimburse the City for any such taxes paid by the City.

8.3 NO WAIVER OF LEGAL RIGHTS - Neither the payment for, nor acceptance of the whole or any part of the work by the City or representatives of the City, nor any extension of time, nor the withholding of payments, nor any possession taken by the City, nor the termination of employment of the Contractor shall operate as a waiver of any portion of the Contract or any power therein reserved or any right therein reserved or any right therein provided.

8.4 MAINTENANCE OF TRAFFIC - If critical short-term construction operations require temporary road detours, the City will be given at least forty-eight (48) hours prior written notice for consideration of approval. These operations should be planned for weekend, nighttime, and off-peak hours, when possible, subject to the approval of the City. Contractor will be required to provide off-duty Port St. Lucie Police Officers for this operation. The cost for police officers and required inspection personnel is to be included within the various payment items at no additional cost to the City.

The Contractor shall be responsible for keeping all law enforcement, fire protection, and ambulance agencies informed, in advance of his/her construction schedules, by notification to the City Engineering Department, forty-eight (48) hours in advance, in the event of detour of any roadway. The City Engineering Department will distribute the information to the appropriate agencies, including the news media, if required.

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the LAP Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for maintenance of traffic (M.O.T).

All traffic control signs and devices, barricades, flashers, flambeaus, and similar devices, shall be furnished and maintained by the Contractor. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.

The Contractor shall be responsible for performing daily inspections, including weekends and holidays, with weekly inspections at night time, of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. Additional night time inspections may be required if deemed necessary by the City and the Engineer. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

8.5 ACCESS AND RESTORATION - The Contractor's attention is directed to the access and restoration requirements for driveways and swales. These requirements are contained on the drawings and in the Technical Specifications. They include time limits for work completion by the Contractor and actions by the City for non-completion.

The Contractor shall not block access to driveways except where same area is to be removed and replaced. The Contractor shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the City's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The Contractor shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to the LAP Standard Specifications. Unless approved in writing by the City and the Engineer, each driveway shall be prepared so as to allow access by the residents, at the end of each workday.

8.6 PROTECTION OF WORK - The Contractor shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Whenever it is necessary to cross a public walk, he shall provide a suitable safe walkway with hand railings. He shall also comply with all laws of ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants, and letterboxes shall be kept accessible at all times.

8.7 DUST CONTROL - The Contractor will be responsible to provide adequate dust control on the project. The Contractor at a minimum is required to provide watering of the project limits to avoid excessive dust. The City requests the use of non-potable water for dust control. The City and the Engineer will only notify the Contractor one (1) time of inadequate dust control. If the Contractor fails to respond within two (2) hours, then the City will provide dust control and back charge the Contractor.

8.8 NOISE CONTROL - The Contractor shall be responsible for continuously monitoring the noise levels of equipment during construction. Noise levels must be kept to a minimum at all times, particularly during any work permitted beyond the normal working hours, classified as 7:00 AM to sundown. Any work performed before or after these hours requires a noise permit from the City. The Contractor shall provide forty-eight (48) hours of notice prior to construction at night.

The Contractor must comply with the applicable noise level limits and requirements of the City of Port St. Lucie Noise Ordinance. Citations for violations of this ordinance must be resolved by the Contractor at his expense, including, but not limited to, replacing equipment with quieter equipment, relocating equipment to a less bothersome location, providing temporary structures of sound deadening/dampening materials.

8.9 SALVAGEABLE ITEMS - Unless otherwise specified, all salvageable items or materials (including fill), as determined by City, shall remain the property of the City. The Contractor will stockpile salvaged items or materials at a location to be designated within five (5) miles of the project boundary limits. Typical examples of salvaged items are valves, hydrants, etc. Items deemed not to be salvageable shall be disposed of by the Contractor.

STATEMENT OF NO BID

To: City of Port St. Lucie
Procurement Management Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: # 20150059

Bid Title: **Cameo Blvd. Sidewalk Construction Project, Local Agency Program (LAP) Funded FDOT PROJECT NO. 433195-1-58-01**

We, the undersigned have declined to bid on the subject bid for the following reasons:

[ ] Insufficient time to respond to the Invitation to Bid

[ ] We do not offer this product or service.

[ ] Our schedule would not permit us to perform.

[ ] We are unable to meet specifications.

[ ] We are unable to meet bond requirements.

[ ] Specifications are unclear (Explain below).

[ ] We are unable to meet insurance requirements.

[ ] Other (Specify below).

Remarks:_____

_____

Company Name:_____ Telephone: ( ) _____

Division: _____

Address: _____

_____

Signature: _____ Date: _____

CHECKLIST

BID # 20150059

PROJECT TITLE: Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

Name of Bidder:_____

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid 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.

_____ Bid Reply Sheet #20150059 with proper signatures upload to Demandstar.

_____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.

_____ Drug-Free Workplace Form uploaded to Demandstar.

_____ 5% Bid Bond uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid will be considered non-responsive.

_____ All pricing has been mathematically reviewed and all corrections have been initialed. All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20150059.

_____ Required W-9 as per Section 1.26.1 uploaded to Demandstar.

_____ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.

_____Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar. Include all FDOT Prequalification letters.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Contractor's Questionnaire uploaded to Demandstar.

_____Required forms: Non-Collusion Declaration & Compliance form; List of Current Contracts; Trench Safety Compliance form; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics, LAP Certification of Current Capacity and Contractor Verification Form. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors with the Certification Regarding Lobbying form completed (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

_____ Copy of the Checklist uploaded to Demandstar.

_____ List of Current Projects.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Federal Required Contract Provisions

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(4 Pages follow as a separate attachment)

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ATTACHMENT B

FWHA 1273 Required Contract Provisions with Appendix A

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(14 Pages follow as a separate attachment)

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ATTACHMENT C

LAP Certificate of Current Capacity

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(2 Pages follows as a separate attachment)

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ATTACHMENT D

FDOT - Construction Project Administration Manual Section 1.2

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(19 Pages follow as a separate attachment)

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ATTACHMENT E

Davis Bacon - Fact Sheet #66

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(2 Pages follow as a separate attachment)

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ATTACHMENT F

Federal Compliance with Required Contract Provisions

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(1 Page follows as a separate attachment)

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ATTACHMENT G

Schedule "A"
E-Bid Reply Excel Spreadsheet

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(1 Page follows as a separate attachment)

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ATTACHMENT H

Technical Specifications

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

Prepared by Culpepper & Terpening, Inc.

(35 Pages follow as a separate attachment)

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ATTACHMENT I

Construction Plans – Cameo Boulevard Sidewalk
Prepared by Culpepper & Terpening, Inc.
Dated December 15, 2015

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(54 Pages follow as a separate attachment)

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ATTACHMENT J

Whistleblowers Know Your Rights Poster

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(1 Page follows as a separate attachment)

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ATTACHMENT K

Vendor's Code of Ethics

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(2 Pages follows as a separate attachment)

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ATTACHMENT L

29 CFR 5.5 Davis Bacon Regulations

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(8 Pages follow as a separate attachment)

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ATTACHMENT M

Non-Collusion Declaration & Compliance with 48 CFR §29

City of Port St. Lucie
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FDOT PROJECT NO. 433195-1-58-01

(3 Pages follows as a separate attachment)

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E-Bid #20150059
Cameo Blvd. Sidewalk Construction Project
Attachment 'A'

Federal Required Contract Provisions

Federal Highway Administration

1. **PREQUALIFICATION**.

   Use of FDOT prequalified contractors is required for all projects on the NHS, SHS and Critical Projects. Contractors are not required to be prequalified for Sidewalks. All contractors must hold a valid license in the City of Port St. Lucie.

2. **BUY AMERICA**

   All steel or iron used must be produced in the United States, in accordance with 23 CFR 635.410, as amended. All manufacturing processes, including grinding, drilling, welding, finishing or application of a coating, for such steel or iron materials, must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. If domestic steel or iron is taken outside of the United States for any process, it becomes foreign source material. If steel or iron will be a component of any manufactured product incorporated into the project, these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed $2,500.

   The bidder shall complete and submit with its bid proposal a declaration certifying either compliance or noncompliance with Buy America. A certification form is attached.

   The contractor will also be required to provide, prior to incorporating the materials into the Project, certifications from the producer of steel or iron, or any produce containing steel or iron as a component, stating that all steel or iron furnished was produced entirely within the United States or was produced within the United States except for minimal quantities of foreign steel and iron valued at ($insert actual value).

   Refer to the E-Bid Document.

3. **CHANGE ORDERS**

   A written document which is signed by Contractor and the City of Port St. Lucie and approved by FDOT/FHWA, and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

   All change orders must be approved by the City of Port St. Lucie before any work can be performed. Change orders must be submitted by the Contractor or the Engineering firm on the Construction Change Order Form to the City of Port St. Lucie Procurement Management Department (PMD). Explanatory memos and all documentation must accompany the change order, which will be processed by PMD when validated as being accurate and as per contract. City Council must approve all change orders for a project if they exceed $25,000.00.

4. **CONTRACT CLAIMS BY CONTRACTOR**

   See Contract.

5. **EQUIPMENT**

   CONTRACTOR purchased equipment for State or Local Ownership is **not allowed**. Use of publicly owned equipment is not allowed on the PROJECT.

   CONTRACTOR shall comply with the cost principles and procedures set forth in 48 C.F.R. Part 31. Reasonable costs of renting construction equipment are allowable; but the allow ability of charges of equipment rentals from any division, subsidiary of organization under common control of CONTRACTOR

will be determined in accordance with 48 C.F.R. Sec. 31.205-36(b)(3).

Use of materials furnished by the Local Agency in not allowed on the PROJECT.

6. **SUSPENSION AND DEBARMENT**
   Refer to FHWA-1273

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
   Contractors, consultants, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate. Good faith efforts shall be made to encourage subcontracts with State of Florida Department of Transportation (FDOT) Certified DBEs.

   For a list of certified DBEs please go to the Equal Opportunity Office on the FDOT website at:
   https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp

   The FDOT's DBE Program race-neutral goal is **9.91%.** To view their plan, methodology for determining their goal and learn more about the DBE Program visit FDOT's website at:
   http://www.dot.state.fl.us/equalopportunityoffice/dbeplan.shtm

8. **ON THE JOB TRAINING**
   Not required for non SHS/non NHS projects.

9. **EQUAL EMPLOYMENT OPPORTUNITY**
   Refer to FHWA-1273.

10. **Foreign Contractor and Supplier Restriction**
    By submission of bid, the Contractor certifies that his firm is not a non-resident alien, or a foreign corporation/entity formed under the laws of a country other than the United States as per 49 CFR 30.

11. **INCENTIVE/DISINCENTIVE CLAUSES**
    If utilized, must develop procedure based on 23FCR635.127.

12. **INDIAN PREFERENCE ON FEDERAIL-AID PROJECTS (LABOR & EMPLOYMENT)**
    If utilized, must develop procedure based on 23FCR635.117.

13. **LIQUIDATED DAMAGES**
    Applicable liquidated damages will be assessed in the following amount:
    $500,000 but less than $2,500,000.....$1,742.00

14. **STATE/LOCAL HIRING PREFERENCE**
    The CITY has no local or State of Florida hiring preference for this PROJECT.

15. **LOBBYING CERTIFICATION**
    Refer to FHWA-1273 and E-Bid Document.

16. **METHOD OF CONSTRUCTION**
    The contract will be awarded on the basis of **the lowest responsive bid** submitted by a bidder meeting the requirements of the Invitation to Bid.

17. **NON-COLLUSION**
    Bidder shall submit the included Non-Collusion Certification with its bid proposal, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with its bid.

Failure to submit the certification with the bid will make the bid non-responsive and not eligible for award consideration.

Refer to E-Bid Document.

18. **OWNER FORCE ACCOUNT/COST-EFFECTIVE JUSTIFICATION**
Owner force account contracting is not applicable to this CONTRACT.

19. **PATENTED/PROPRIETARY MATERIALS**
If utilized, must submit request to District LAP Engineer. Else, there are no Patented/Proprietary materials in this CONTRACT.

20. **PREVAILING MINIMUM WAGE**
Refer to FHWA-1273 and E-Bid Document

21. **PROGRESS PAYMENTS**
See Contract.

22. **MATERIALS**
Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained from FDOT and/or FHWA and such materials are produced by convicts on parole, supervised release or probation from prison.

State Produced materials is now allowed.

Materials furnished by the Local Agency are not allowed on this PROJECT.

23. **PUBLIC AGENCIES IN COMPETITION WITH PRIVATE SECTOR**
No public agencies are allowed to submit bid proposals to the CITY or to the CONTRACTOR. The CONTRACTOR shall not enter into any subcontract, lower tier transaction or purchase order with a public agency unless in the case of a concession agreement as defined in 23 CFR 710.703.

24. **SALVAGE CREDIT**
There will be no credit to the Project as a result of salvaged materials or equipment.

25. **STANDARDIZED CHANGED CONDITIONS CLAUSE**
See Contract.

26. **SUBCONTRACTING**

(1) **Prime Contractor Requirement**. The prime contractor shall perform at least 30 percent of contract work with its own organization. This percentage shall be of the original contract price, exclusive of specialty items, but include the cost of materials and manufactured products purchased or produced by the prime contractor.

(2) **Subcontract approval.** No portion of the work may be sublet, assigned, or otherwise subcontracted without the written consent of the City of Port St. Lucie. Subcontract approval shall be based on satisfactory evidence that each subcontract is in writing and contains all the pertinent provisions. The approval of a subcontract does not relieve the contractor of responsibility for fulfillment of the contract.

27. **OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE.**
See Contract.

SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE.
See Contract.

CONTRACTOR OBLIGATIONS UPON TERMINATION.
See Contract.

REMOVAL OF EQUIPMENT.

See Contract.

28. **TIME EXTENSIONS**.

See Contract.

29. **E-Verify**

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all person employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant the Contract with the Department.

Refer to Exhibit E

30. **Advertisement** The City of Port St. Lucie shall advertise authorized LAP Projects for a minimum of 3 weeks. All bidding documents must be approved by FDOT prior to advertisement. The City must obtain approval from FDOT for any addenda which contain a major change to the approved plans during the advertising period.

31. **Warranty Clauses** All products furnished by the bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

32. **Bonding** Bid Bond: This is a document usually in the amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if he wins the award. Performance Bond: This bond is a surety instrument that the vendor will perform according to the terms of the contract and is generally in the amount of 100% of the bid. Cash Bond: In the amount of the bid or contract award. Letter of Credit: Preferred in the case of certain construction projects or multi-year contracts. Must be irrevocable. Payment Bond: This bond guarantees payment of sub-contractors and suppliers providing foods and services to the general contractor. Labor and Material Bond: Same requirements as the Payment Bond.

END OF SECTION

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A

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

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the contractor under the contract until the contractor complies; and/or

    - Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PRODUCTION SUPPORT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _ _ _ _ _ _ _ _ _ _ _ _ _ _

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

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

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

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

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

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

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

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

Section 1.2

CONTRACT DURATION AND ALTERNATIVE CONTRACTING TECHNIQUES

1.2.1 Purpose

The purpose of this section is to provide a uniform methodology for establishing contract durations on construction contracts.

1.2.2 Authority

Sections 20.23(i)(3)(a), 337.015(5), and 337.18, Florida Statutes, Plans Preparation Manual, Topic Nos. 625-000-007 and *625-000-008.*

1.2.3 Scope

This document was created to assist the District Scheduling Engineer and/or the Construction Consultant Engineering and Inspection services in establishing contract duration and to assist in determining which type of contract technique would be used on that project.

1.2.4 Background

Project duration is an integral part of every construction project let by the Department. In the past, the time was set based on historical information of how long it took to complete similar projects. The methodology and forms used were rather rigid and implied that tasks followed one behind the other with no opportunity for two or more tasks to be performed concurrently.

The Department has instituted changes that affect the establishment of the contract duration. These changes place emphasis on decreased project duration and the overall time required from conception to completion of the construction improvement to decrease user costs and the cost of contract administration. The methods, outlined in this procedure, allow the District Construction Offices more flexibility in establishing contract duration.

1.2.5 Definitions

Acquisition Period or Procurement Time: A number of calendar days allowed prior to the first day that time is charged to a contract. This period is to allow time for acquisition of some materials on specialized contracts.

Compressed Time or Time Priority: Compressed time is achieved by increasing the normal production rates. The contractor will have to make corresponding increases in the hours worked as well as crew size and equipment to complete the project within the shortened time. Compressed time is used when projects must be completed by a certain date or there are special considerations relating to traffic congestion or high public visibility.

Contract Duration: The number of calendar days allowed for the completion of a contract, excluding additional time granted for inclement weather or for holidays or special events.

Critical Path Method (CPM) Schedule: A special provision for critical path scheduling is used for more complex projects. With large projects, compressed time, or incentive/disincentive projects the Department is looking for assurance that the contractor will manage the project in a manner that will assure timely completion. Management at this level of complexity is very difficult without a tool like ***CPM***. The ***CPM*** schedule will also provide additional documentation needed for negotiating contract changes and claims.

Flextime: Flextime allows a contractor an additional amount of time after the notice to proceed to begin work. The day the project work starts is set by the contractor within a window of time established in the special provisions. The extra time allowed the contractor is used for scheduling materials, equipment, subcontractors and acquiring materials. Flextime may be granted where material procurement is needed for items such as mast arms, signalization equipment, etc. When this special provision is used, the contractor is not given an additional material acquisition period before contract time begins. The contractors are provided the additional flexibility, and flextime jobs normally will have fewer overruns and time extensions. The negative side of flextime is that it pushes out the calendar date for the completion of the project.

Lane Rental: The Contractor is permitted to "rent" travel lanes during construction in order to decrease the production duration, and minimize the amount of time lanes are closed to traffic.

Liquidated Savings: A Savings intended to encourage the contractor to finish a project early by providing a financial incentive for each day the project is completed prior to the approved project duration.

No Excuse Bonus: A Bonus paid to the contractor as an incentive to complete a project within set number of calendar days or a specified time frame (calendar date) regardless of any problems or unforeseen conditions that may arise.

Phase III Review: One of the last technical reviews of a set of roadway plans prior to being let to bid. At this review, all plan sheets are complete with the exception of the quantities for maintenance of traffic pay items. The only work remaining will be to reply to comments that result from the Phase III review, which is also known as biddability review. All phases are described in the ***Plan and Preparation Manual (PPM), Chapter 2, Volume II***. If the plans are available at Phase II for biddability review then, those items may be reviewed during this period.

Production Rates: A ratio of units of work to a period of time; (i.e., 1,500 square yards/day or X yards/hour.)

Special Working Hours: Certain hours of the day or limited days of the week when work can be performed. These limitations are usually site specific and can increase the duration of the construction contract.

Time plus Money Bidding: Shortens the contract time by allowing each contractor to bid the number of days in which the work can be accomplished.

1.2.6 General Considerations

The Department establishes the contract duration on each construction contract. Several factors must be considered when establishing contract duration, such as:

1. Historical records of contractor performance on similar work.
2. Importance of the project to the implementation of Department Work Program.
3. Emergency conditions.
4. Annoyances in residential areas.

5. Traffic disruption and delay in high traffic areas and coordination with MOT plans.

6. Coordination with other activities, such as existing utilities and installation of new utilities.

7. Political sensitivity and public awareness.

8. Cost of Construction & Engineering Inspection (CEI) activities.

Many of these factors can conflict with others and not all of them will have the same importance for each project.

The contract duration shall be established in conjunction with design's Phase III review. If there are quantity changes following the Phase III review, the contract duration may require revision. It must, in any case, be firmly established in sufficient time for the Design Project Manager to calculate the quantities for the maintenance of traffic pay items before the Phase IV review. (see ***PPM Volume I, Section 16.2*** for additional Plans Phase Review.)

To assist the engineer establishing the contract duration, the Department has established guidelines for production rates. These guidelines will be periodically revised and improved. Questions regarding the setting of contract duration should be directed to the District Scheduling Engineer.

Every effort should be made to involve the Resident Office in the Phase Review and in establishing the contract duration.

1.2.7 Initiating Specifications/Alternative Contracting Techniques

(a) District Level Responsibilities

The first step in setting duration for a contract is to determine if any special provisions apply. Establishing the contract duration requires familiarity with the project specifications and may require the addition of other specifications. Make sure these do not conflict with Department objectives or with local ordinances. Examples of these are:

1. Flextime

Flextime start time is a contracting method intended to minimize disruption to the public. The contractor can use this additional time to mobilize sub-contractors, to coordinate with utilities, to submit shop drawings, to acquire material and equipment, and maximize all resources for the project. Flextime should also be used in cases where material

procurement will dictate the start or finish of a project. Project duration for flextime projects can be minimized as a result of the opportunity for efficiency in building the project.

Flextime is meant to be used on minor projects where the extra time allowed to the contractor will result in reduced impact to the traveling public. If flextime is used, general time added to the contract duration should be eliminated, meaning that of normal schedules such as 8am-5pm, Monday – Friday (normal 5 (five) day work week). On a flextime job, contract time for utility conflicts should be included in the contract duration only if the utilities cannot relocate during the flextime period. The contractor must know by specification requirement what utility relocation must occur during flextime.

Flextime should not be used if its use will negatively affect the health, safety, or welfare of the public or an early completion date for a project critical to the Department's work program. Flextime should not be used if the physical condition or capacity problems that will be improved by the project need to be addressed immediately. On projects that would be inspected by consultant firms, consideration should be given to the impact of the flex-time on the consultant staffing and any price considerations.

The District Scheduling Engineer initiates the request of include a flextime contract provision with consultation with the Resident Engineer and the District Specifications Office.

The flextime period shall not exceed 120 days, unless otherwise approved by the State Construction Office.

2. Special Working Hours & Periods

The District Scheduling Engineer shall coordinate the establishment of any restriction of working hours and periods of time with the District Traffic Operations Office and the Resident/Operations Office that will administer the construction contract. The District Scheduling Engineer will also coordinate with the District Specifications Office.

3. Special Events

The District Scheduling Engineer should seek the input of the Resident Office that will administer the construction contract and the Public Information Office regarding any special events that may impact the project. The District Scheduling Engineer should coordinate with District Specifications Office for specifications to restrict any or all contract operations during such event.

4. Schedule

The District Scheduling Engineer will determine the type of scheduling to be required for each specific project; e.g., bar charts, ***CPM***, etc., and coordinate with the District Specifications Office to include the correct Special Provisions to require this type of schedule. A bar chart is allowed to be used only for the smallest projects (i.e., under $1 million), however, ***CPM*** schedules are encouraged. ***CPM*** schedules are required for large and complex projects; e.g., those over $5 million, urban projects with three (3) or more traffic phases or others deemed appropriate such as alternative contracting projects, buildings, Variable Message Sign(s), etc. ***CPM*** schedules are not required but are encouraged on simple projects such as 3R (Resurfacing, Rehabilitation, Restoration) or minor bridges, unless there are unusual conditions.

5. Compressed Time or Time Priority

The District Secretary or his delegate initiates and approves a list of time priority projects. This determination should be made early so that it will influence the design of the project and the times negotiated on the utility relocation agreements. Placement on the list of time priority projects will be considered in the establishment of the project duration and the coordination with the District Specifications Office.

6. Incentive/Disincentive

One of the most important considerations for justifying the use of an Incentive/Disincentive (I/D) provision is whether payment for early completion of the project or portion of the project is cost beneficial to the traveling public. This means that if the project is completed in a timely manner there will be limited disruptive effects, due to the construction project providing substantial safety, health and welfare to the traveling public. The I/D monetary amount set for a selected project shall be supported by an estimated cost of damages expected to be mitigated by early completion of the overall project or critical phase of work.

The amount of such I/D payment or such additional damages shall be established in the contract based on an analysis of the cost savings to the traveling public or revenue projections for a revenue-producing project. This determination of whether to use an I/D provision is made when developing the daily amount of I/D payment. This analysis may be done by using the departments model software and may be verified if there is a need by an approved process such as "QUEWZ-98", FHWA approved "Quickzone", ADOT model, software to calculate the daily I/D amount. The District level shall be responsible to determine if the use of these software packages or an equivalent process will be a reasonable representative cost analysis and shall be pre-approved by the State

Construction Office. Detailed calculations must be maintained and available for any further analysis. Further guidelines for calculating the cost may be found in ***AASHTO's (Red Book) "Manual on User Benefit Analysis"***. If the per day amount exceeds $50,000 then that amount will require approval by the Director, Office of Construction.

The beginning and ending dates (calendar day or contract date) for which the I/D applies must be clearly identified in the special provisions. The project schedule should clearly show the beginning and ending milestone dates for I/D work. If the I/D clause applies to the complete contract then this should be stated in a special provision and shown on the contractor's schedule. Contract work items or any portion of the contract work items that are to be considered for I/D must be identified.

There are two other special provisions to consider for I/D provisions. Lane Rental and A + B Bidding allow for I/D payments or deductions. This incentive payment or disincentive deduction shall not exceed the dollar amount established in the provision. The total allowable number of Lane Rental Days is determined by the Engineer. If the Contractor uses less Lane Rental Days than allowed then the Department will pay an incentive at an established amount in the contract. If the Contractor uses more Lane Rental Days than allowed, the Department will make a disincentive deduction established in the provision. A+B Bidding incentive payment or disincentive deduction shall be an established amount set in the provisions and will be based on original contract time.

There may be a re-evaluation of the incentive/disincentive amount if the contract amount changes from the original estimate or if the scope of work changes. You should be sure to review the incentive/disincentive amounts and make the appropriate adjustments. Also retain any documentation created to reflect these changes.

Each "Plans to Tallahassee" package for projects containing I/D provisions shall include a calculation sheet, attached to the District's recommendation for construction contract time, which documents the basis for the incentive/disincentive provisions. Impact cost estimates are to be included whenever it is feasible to calculate their value. In other words, the I/D and the monetary amount is set based on the Road User Cost to determine the damages or cost savings to the traveling public. This documentation shall be kept in the project file.

Projects containing the I/D Special Provision and which are Federal Aid participating shall have a copy of the justification sheet/s (back-up documentation) included with the contract documents for FHWA approval. The "justification sheet/s" should include several factors such as Daily Road User Cost, Accident Rates, CEI Cost, Maintenance Cost and other justifications such as impacts to community services or access to residential or business areas during construction.

When the Specifications Office preparing the project specifications reviews the project specification package, jobs with an I/D special provision must be identified. This will be detailed on the Transmittal of Plans, Specifications and Estimates Package sheet. (see ***PPM Volume I, Chapter 20, Exhibit 20-A***.)

After the letting and the contract is being processed for award, the Contracts Administration Office shall make an I/D notation on the "Availability of Funds" memorandum which is sent to the Office of Comptroller, Contract Funds Management Section. The I/D notation shall include the maximum number of allowable dollars ($). The Office of Comptroller, Contract Funds Management Section will encumber an amount that includes the awarded construction cost and the maximum amount of the incentive cost that can be charged to the contract.

On those projects containing the I/D Special Provision, which are Federal Aid oversight, prior to issuing payments to the contractor for any portion or the full I/D amount, FHWA approval must be obtained.

Adjusting contract time during the I/D phase defeats the purpose of an I/D clause, and is not allowed.

7. No Excuse Bonus

No Excuse Bonuses should be used only on projects that have the highest levels of impact on abutting businesses and the traveling public. A designation Level of Community Awareness 4 is a prerequisite. The No Excuse Bonus concept can be used to achieve particular milestones or for total project completion by a certain contract day or a specified date. The Scheduling Engineer must provide a maximum number of days and set the bonus date based on calendar date or an actual contract day.

Projects containing the No Excuse Special Provision and which are Federal Aid participating shall have a copy of the justification sheet/s (back-up documentation) included with the contract documents for FHWA approval. The "justification sheet/s" should include several factors such as Daily Road User Cost, Accident Rates, CEI Cost, Maintenance Cost and other justifications such as impacts to community services or access to residential or business areas during construction.

On those projects containing the No Excuse Special Provision, which are Federal Aid oversight, prior to issuing payments to the contractor for any portion or the full I/D amount, FHWA approval must be obtained.

8. Time plus Money (A+B)

This provision is used on projects that may have a significant level of community impact, Level of Community Awareness 3. Bidding Time plus Money provides the potential for decreasing contract time. A dollar per day figure must be calculated by the Department and included in the bid documents. A maximum number of days the contractor may bid must be provided.

9. Lane Rental

Use Lane Rental to minimize lane closures. Lane rental should be used where lane closures will severely inconvenience the traveling public, (for example, on Interstates, ramps, urban arterials, etc). Maximum daily lane rental fee shall be established in the contract based on an analysis of the cost savings to the traveling public or revenue projections for a revenue-producing project. The dollar value of each lane rental day is established by the Department and included in the bid documents. Since the intent is to reduce lane closures, project duration should be calculated normally.

Projects containing the Lane Rental Special Provision and which are Federal Aid participating shall have a copy of the justification sheet/s (back-up documentation) included with the contract documents for FHWA approval. The "justification sheet/s" should include several factors such as Daily Road User Cost, Accident Rates, CEI Cost, Maintenance Cost and other justifications such as impacts to community services or access to residential or business areas during construction.

On those projects containing the Lane Rental Special Provision, which are Federal Aid oversight, prior to issuing payments to the contractor for any portion or the full I/D amount, FHWA approval must be obtained.

10. Liquidated Savings

The contractor will be rewarded for each calendar day the contract is completed and accepted prior to the expiration of the allowable contract time. The daily amount of liquidated savings should be equal to the liquidated damages.

Projects containing the Liquidated Savings Special Provision and which are Federal Aid participating shall have a copy of the justification sheet/s (back-up documentation) included with the contract documents for FHWA approval. The "justification sheet/s" should include several factors such as Daily Road User Cost, Accident Rates, CEI Cost, Maintenance Cost and other justifications such as impacts to community services or

access to residential or business areas during construction.

On those projects containing the Liquidated Savings Special Provision, which are Federal Aid oversight, prior to issuing payments to the contractor for any portion or the full I/D amount, FHWA approval must be obtained.

11. Special Notices/Directions to Contractor

(A) Inform contractor if contract time is reduced from normal.

(B) Inform contractor if additional contract time is supplied for anticipated utility conflicts.

(C) Direct contractor to begin project by a specific day.

(D) Inform contractor if work by others will be underway at either end or within the project limits, contractor will coordinate with other contractors. Include proper Special Provision with the contract.

1.2.8 Establishing Contract Durations

(a) District Level Responsibilities

The ***Guidelines for Establishing Contract Duration*** is published on the State Construction Office's web page under the title "Engineering Areas/Scheduling Engineer." This guide also contains a set of production rates for many of the activities that occur in highway/bridge construction projects. Production rates for all possible activities are not included, nor are all production rates used in each construction job. The production rates may have to be supplemented with information from other sources and should be tempered with good engineering judgment and past experience with similar work. Other sources could be information provided from contractors and or suppliers relating to unique activities or resources. Establishing a project's duration can be accomplished with the following steps:

1. Review the project plans with special emphasis on maintenance of traffic. Verify that the work to be performed in each phase of the projects Traffic Control Plan is constructible as shown. These phases should have been agreed upon at the production phase. If the project has more than one phase, determine what work can be done in each of the phases.

2. List the required activities for each phase. This list does not need to be exhaustive but does need to include all controlling items of work or activities on the critical path.

   Most schedules are calculated using Primavera software and activities (items of work) are detailed in order to establish critical path on a project. Some are very detailed and others aren't, depending on the complexity of a project. These controlling items determine the time which in essence is the critical path. Some use a standard bar chart, others use more complex charts that tie dates and activities to drive the critical path.

3. List each quantity of the unit of work that will be used as a basis for estimating the duration of that activity; e.g., for storm sewers this would be the number of linear feet of pipe, etc.

   On a project with more than one phase, use only that quantity associated with that phase. If the list of pay items show, for instance, 10,000 cubic yards of excavation for a project, that has two phases, that have approximately the same amount on each phase, put 5,000 cubic yards as the unit of work for excavation in Phase 1 and 5,000 cubic yards as the unit of work for excavation in Phase 2. Extreme accuracy is not required. It is only necessary that the parts of a quantity of a pay item sum to the whole, but a percent or two of error on any phase will not affect the results. For a project with two phases, this may be a 50%-50% split for a particular pay item. This is just as accurate as using a 45%-55% split.

4. Use the production rates and charts to convert the units of work into workdays. Do this for each activity in each phase. These rates and activities may be recorded on ***Form No. 700-010-04, Estimate of Contract Time***. (***see Figure No. 1-1***).

5. Review the appropriate approved Utility Work Schedule and or Agreements to determine what part of the requested utility adjustment potentially impacts the Contractor's work. A delay occurs only if the prime contractor cannot work as a result of utility conflicts or due to other unforeseeable conditions as spelled out in ***Supplemental Specifications 8-7.3.2***. Assume good cooperation between the utility and the contractor during the actual construction of the project. Utility relocation duration should be handled as an activity if they will contribute to the project duration.

6. Multiply each of the workdays by a factor of 1.40 to convert them to contract days.

   (1) The factor of 1.40 is based on 5 (five) working days per week. Implicit in this factor is the assumption that the contractor will use "normal" crews and equipment, and will work a "normal" workday.

(2) If special provisions modify the time requirements of the project, then it may be appropriate to use another factor based on number of allowable working days and allowable working hours, either larger or smaller. For a project with incentive/disincentive, a factor of 1.0 or less could be used. This would be based on the assumption that the contractor would work 7 (seven) days per week with extended work hours. On the other hand, if the special provisions curtail the number of hours per day the contractor may work, the factor used may be larger than 1.40.

On Compressed Time or Time Priority Projects, the Scheduling Engineer may assume longer working hours, multiple crews, and 6 (six) or 7 (seven) day work weeks to accomplish a decrease in the project duration. Projects containing a No Excuse Bonus provision should have reduced project durations. Projects with a Liquidated Savings provision should be calculated using a 6 (six) day work week.

On A+B projects, the maximum number of days is calculated using normal production rates and 5 (five) day work week.

When using a computerized scheduling software package, workdays will be converted to calendar days using the calendar function in the program.

The report(s) from the scheduling software and/or non-computerized form should show, as a minimum, for each activity: id, description, quantity (of work), unit (of work), duration, early start, early finish, and days of total float.

1.2.9 Documentation

(a) District Level Responsibilities

On each worksheet establishing Project Duration, add the Financial Project ID, county name, the contract time, and the name and phone number of the person who established the contract duration. Also provide the back up documentations of how time was established. (***Form No. 700-010-04, Estimate of Contract Time***) (***see Figure No. 1-1***).

Schedules are considered a part of the "Plans to Tallahassee" package. Instructions for submitting the complete "Plans to Tallahassee" package are included in ***Volumes 1*** and ***2*** of the ***Plans Preparation Manual, Topic Nos. 625-000-007*** and ***625-000-008***.

1.2.10Prosecution

(a) District Level Responsibilities

The contract duration is not final until the project is bid. Up to this point in time, the project duration can be influenced by changes in design or by other external reasons. The designer (Project Manager) and the District Scheduling Engineer shall coordinate all changes that would affect the contract duration.

The Design Project Manager and or Utility Project Manager should notify the District Scheduling Engineer when revisions or changes are made, such as approved Utility Work Schedule changes. These revisions/changes could impact the contract duration that was established by the Scheduling Engineer.

1.2.11 TRAINING

The training of staff for establishing Contract Duration will usually be the responsibility of each District. However, there are times when the State Construction Office may coordinate or suggest a particular course or class to attend in helping to calculate Contract Time.

1.2.12 FORMS

To assist in calculating contract time on a project ***Form No. 700-010-04, Estimate of Contract Time*** maybe used. See ***Section 1.2.8(a)4 & 6*** above for detail in using this form.

State of Florida Department of Transportation

ESTIMATE OF CONTRACT TIME

FORM 700-010-04
CONSTRUCTION
7/06

SHEET _____ OF _____.

ACTIVITY	REMARKS	UNIT OF WORK	PROD RATE	DAYS	X 1.40
					0

_____ TIME PRIORITY _____ INCENTIVE/DISINCENTIVE _____ FLEX TIME START _____ SPECIAL WORK HOURS

FEDERAL AID PARTICIPATION (FAP) NUMBER _____ FINANCIAL PROJECT ID # _____ COUNTY _____.

CONTRACT TIME _____ CONTRACT DAYS APPROVED _____.

NAME _____ PHONE (_____) _____.

GUIDELINES FOR COMMUNITY AWARENESS PROCESS

This guideline is for the use of the District Construction Offices. Some, if not all districts have internal procedures for Community Awareness activities. These plans are not uniform from district to district. This guideline is meant to supplement and complement district procedures.

1. Definition

Community Awareness is a term used to describe both the minimization of negative impacts to the community and traveling public of a construction project and the Department activities that take place to keep the community informed.

2. Team Approach

Several districts have already developed quality control plans that require a multi-disciplinary team approach to plans development. In addition to this various offices in the Central Office are recommending a team approach to solve specific deficiencies in our project development process. Community Awareness is one of those things for which a team is being recommended. It will be interesting to see how each district handles all of these recommendations to form teams. Instead of several teams, the District probably will identify some, but not all, of the projects that require a team to guide it along its way. There will be a core team that will continue during the duration of the project with additional people providing expertise as required.

The importance of this team approach is that it allows the district construction offices to have input to the project beginning with the definition of what the project will be until the project is let.

3. Involvement in Project Development

Scope Development and Definition: Several districts, as part of their District Quality Control Plans, have required the participation of the District Construction Office in establishing the scope of each project. Subsequent reviews have indicated that an incomplete scope at the very start as one of the Department's major problems. Projects with scopes that evolve as the project develops will contribute to extra cost, rework, and poor quality control on the plans. Worse, in terms of community involvement, they can create conditions that will be difficult to overcome during the construction process. The District Construction Office needs to take advantage of every opportunity offered to it to be on a team or otherwise prevent problems on our construction projects - beginning with scope development.

Define level of Community Awareness needed: The Department has developed a "Commitment Compliance Tracking System" to record commitments made during project development. The District Construction Offices need to take advantage of this new system. At scope development, a level of public concern should be associated

with the project from level 1, the least, to level 4, the most. The level definition is provided below to assist in this designation. The designation of a particular level of concern does not, however, designate or restrict required actions. This designation should be entered into the Commitment Compliance Tracking System.

- **Level 1:** Project is not controversial, causes negligible access impacts and traffic disruption. Examples are work outside the roadway, simple rural resurfacing, some signal work, pavement markings, bridge or other maintenance.

- **Level 2:** Project has general public acceptance, little impact on access and reasonable degree of traffic disruption. Examples are urban resurfacing, bridge repairs, and median revisions (not access control) that require lane closures.

- **Level 3:** Project is controversial, will significantly impact traffic flow or will adversely affect access to properties (temporarily or permanently). Examples are parking removal, median opening closures, traffic signal removal, roadway widening, major reconstruction, and projects with detours.

- **Level 4:** Project involves interstate work including maintenance work, road widening, temporary ramp closures, construction of new interchanges, and major reconstruction. Also included in Level 4 are all projects that require total closure, either temporary or permanent, of roadways, bridges, or railroad crossings.

Designate Time Critical Project: For numerous reasons, including minimizing community impact, there are projects that the districts desire to be performed in a period of time much less than that which would be normally established for a project duration. For this desire to be realistically attained the district should designate the project as "Time Critical" as early as practicable. This should also be recorded on the Commitment Compliance Tracking System. This should be a signal to the designer to give short project duration a priority consideration when designing the project. This should also be a signal for utility relocations to be started early and for utility relocation agreements to contain expedited times.

4. Design Phase

Plans Reviews: Access management driveways and median openings: Decisions on access management and median openings are made very early in the design process. These decisions cause some of the more contentious issues during construction, but there probably is not anything the construction personnel can do about them.

The Phase I Plans Review is the most important phase review for minimizing community impacts. Major decisions are made at this stage that cannot be ameliorated during construction. Decisions that effect MOT, access, and drainage are made and cannot be undone in future phases.

This phase review package should contain a Conceptual Maintenance of Traffic Plan. This plan should be reviewed to assure minimum impact on abutting property owners. Any condition that would make it difficult to provide simple and direct access to property on both sides of the road should be avoided. The reviewer should make sure that the designer has attempted to strike some happy medium between a small number of MOT phases, of long length and duration, and a higher number of MOT phases of short length and duration. A smaller number is conducive to a shorter overall project duration. MOT phases of short duration cause less inconvenience to abutting businesses.

Another aspect of the plans that merits careful review is any change in vertical alignment. On an urban reconstruction or widening the designer should maintain the existing alignment to the extent possible. Changes in vertical alignment make it very difficult to maintain access on the main roadway and even on side streets. Lowering the alignment can also cause unforeseen utility relocations if there is not sufficient cover for mainline utilities and service connects after the grade is lowered. Access to property on side streets will also be affected when grades are changed on the main roadway.

The combination of MOT and vertical alignment will also impact drainage during the construction process. The reviewer should make sure that the designer does not set up a situation where water will pond on the project or where a heavy rain will cause delays. Additional guidance on plans phase reviews is in the Construction Project Administration Manual Chapter 1, Section 1, Plans Review and Comments.

Specifications: The District Construction Office can recommend that special provisions, that help minimize community impact, be included in the specification package for the project. Examples of this are restricted working hours, night work, contractor suspended operations on specific days, day certain starting and day certain project completion, restricted work length (train spec), and alternative contracting methods.

Project Duration: The District Construction Office establishes the project duration. They have the option of shortening this project duration if it will minimize the community impact of the project. Additional guidance for establishing project duration is included in the Construction Project Administration Manual Chapter 1, Section 2, Contract Duration and Alternative Contracting Techniques.

Alternative Contracting: The Department has developed a battery of innovative contracting schemes to minimize community impact. Examples are Incentive/Disincentive and no excuse bonuses. These schemes also require that special provisions are included in the specification package. Additional guidance is contained the Alternative Contracting User's Guide.

5. Construction Phase Best Practices

The Project Engineer/ Project Manager must develop a Community Awareness Plan as early as practicable. If a Consultant CEI will be involved, community awareness activities must be included in the scope of services. The extent, of which, is dependent on the Level of Concern. On Level of Concern 3 or 4 projects, the Project Engineer/Manager should consult with the District PIO or Community Awareness Coordinator when developing the plan or RFP and scope.

Listed below are the minimal elements for a Community Awareness Plan:

- Date of the plan and each revision
- Name of the person initiating the plan
- A brief, but detailed, description of the project and summary of traffic impact.
- Description of the community and properties affected by the project.
- Discussion of any removal any off street parking (if any) and how it will affect adjacent properties and businesses.
- Special features/amenities that will be included in the project, including, but not limited to, landscaping by whom and who will maintain it.
- A list of known community concerns and a strategy for addressing them. (*Where appropriate*)
- A list of all PD&E and Right of Way commitments made to the public and how they will be addressed. (*Where appropriate*)

An additional topic should to added to the pre-construction conference agenda. On projects where there are known community concerns, these should be addressed. The contractor should be requested to assist the Department to minimize public complaints by keeping access to business well maintained and to keep the stock piling of materials in front of businesses to a minimum. The contractor should also be requested to remove trash as soon as possible. (*All projects*)

1 month prior to construction start: "Dear Neighbor" flyer with construction dates and specific project impact to traffic information. This flyer should contain the name of the contractor, contractor's superintendent, and FDOT Project Engineer, with field office locations and the appropriate telephone numbers. The preferred method for distributing this flyer is for the Project Engineer to hand deliver door to door. (*All projects*)

1 week prior to construction: News release of project start date, pertinent project information and specific traffic information. This is usually done working through the District PIO and the District Community Awareness Coordinator. (*All projects*)

Throughout construction: The project Engineer should keep the District Public Information Office(PIO) and the Public Information CEI, if there is one, informed of all issues affecting the public. Weekly news releases with specific traffic impact should be issued by the PIO and Public Information CEI. (*All Projects*)

Other elements that may be considered:

2 to 4 weeks prior to construction start: Pre-construction public information meeting/open house for all interested persons to review plans, construction schedule, and traffic impacts, particularly dates of total closure. Conducting additional meetings during the project as milestones are reached should also be considered. Meetings can be open house style, held at field office locations or locations close to the project. Project staff may also make presentations at local community or homeowner association meetings. (*Level of Concern 3 and 4*)

A newsletter may be used to keep those interested informed about the current project status and specific issues. (*Level of Concern 3 and 4*)

An internet site to supplement other forms of notification and to provide another means for input of questions and concerns. (*Level of Concern 3 and 4*)

Information kiosks can be used to provide information to the general public on projects of community wide interest. (*Level of Concern 4*)

Supplemental meetings with Home Owner Associations, the Chamber of Commerce, or other interested groups can be held upon request. (*Level of Concern 3 and 4*).

6. Listen and Be Responsive:

On the construction project, it is important that every DOT/CEI employee be willing to listen to problems and complaints from property owners and the traveling public. When possible try to do something about the problem the people are complaining about. When it is not possible to do something, such as median closings, limited driveways and loss of parking, be sympathetic and try to explain the reasons for these changes.

All communications with abutting businesses and residents should be recorded. When possible, all concerns should be responded to in writing.

Acknowledgements: This guideline was drafted using, to a large degree, the content of the Community Awareness guidelines from Districts 4 and 7.

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

(April 2009)

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

E- Bid #20150059 - ATTACHMENT F
Cameo Blvd. Sidewalk Construction Project
Local Agency Program (LAP) Funded
FM# 433195-1-58-01

FEDERAL COMPLIANCE WITH REQUIRED CONTRACT PROVISIONS

COMPLIANCE WITH REQUIRED CONTRACT PROVISIONS

Bidders shall cite compliance with the Required Contract Provisions and shall execute and include the following in their bid proposals:

1. Buy America Certificate of Compliance
2. Certification regarding Lobbying
3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- or explanation
4. E-Verify form.
5. Certification of Non-Collusion
6. Drug-Free Workplace Certification

Failure to include the above forms may result in a determination that the bid proposal is non-responsive.

FEDERAL WAGE RATE REQUIREMENTS -http://www.dot.state.fl.us/construction/wage.htm

CONTRACTOR'S RESPONSIBILITIES:

FHWA-1273 must be included in all sub contracts. Wage table must be posted on job site.
Employees will be paid weekly, according to wage table, and receive OT for hours over forty (40). No illegal deductions when working on DBA covered projects.
Weekly certified payrolls are due to the contracting agency within seven (7) days of the contractor/sub's normal pay date.

Certified Payroll must include:

- Contractor/Subcontractor Names
- Employee Information
- Work classification
- Hours worked
- Rate of pay
- Wages earned
- Deductions
- Net pay
- Signed Statement of compliance:
- USDOL's WH-347 or FDOT's Form #700-010-69 is acceptable.
- FDOT EEO Construction Contract Compliance Workbook for added guidance.

Contractor to either:
Adopt FDOT's DBE Affirmative Action Plan, or
Provide an approved DBE Affirmative Action filed with the Equal Opportunity Office.

LOCAL AGENCY'S MONITORING RESPONSIBILITIES

- Assure correct wage table is in contract and posted on the job site.
- Assure payrolls are submitted timely.
- Have a process to check payrolls to ensure accuracy and those workers are paid wages due, including overtime pay.
- Ensure no illegal deductions or "kickbacks" have been taken.
- Have a mechanism in place to assure contractors comply with wage requirements. Withholding of progress payments is an example of this.
- Drug Free Workplace

E-BID #20150059 - ATTACHMENT G

E-BID REPLY EXCEL SPREADSHEET

Cameo Boulevard Sidewalk Construction Project

From Port St. Lucie Bouelvard to Crosstown Parkway, LAP Funded

FM #433195-1-58-01

Schedule "A"

Company Name: _____

Item Number	Pay Item Number	Pay Item Description	Quanity	Unit	Unit Price	Total Amount
		Roadway				
1	101-1	Mobilization	1	LS		$ -
2	101-B	Construction Video	1	LS		$ -
3	102-1	Maintenance of Traffic	1	LS		$ -
4	104-10-3	Sediment Barrier	9000	LF		$ -
5	104-18	Inlet Protection System	16	EA		$ -
6	107-2	Mowing	3.2	AC		$ -
7	110-1-1A	Clearing & Grubbing	5.80	AC		$ -
8	110-3	Removal of Srtuctures	1	LS		$ -
9	120-1	Regular Excavation	1331	CY		$ -
10	120-6	Embankment	1254	CY		$ -
11	286-2	Turnout Construction, Asphalt	289	SY		$ -
12	400-1	Concrete Class I, Endwall	8.46	CY		$ -
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA		$ -
14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA		$ -
15	425-1-910	Inlet, Closed Flume	1	EA		$ -
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF		$ -
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF		$ -
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF		$ -
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF		$ -
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF		$ -
21	455-1A	Dewatering for Construction Operations	1	LS		$ -
22	514-72	Liner Impermeable Polyethelene (Swale liner)	6296	LF		$ -
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF		$ -
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY		$ -
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY		$ -
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY		$ -
27	527-2	Detectable Mat	280	SF		$ -
28	570-1-2	Performance Turf (Sod)	15,291	SY		$ -
29	580A	Root Barrier	20	LF		$ -
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS		$ -
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS		$ -
32	711-11-111	Thermoplastic, Standard, White, 6" Solid	1070	LF		$ -
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF		$ -
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF		$ -
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF		$ -
36	1080-A	Utility Adjustments (Valves)	27	EA		$ -
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA		$ -
38	1080-C	Utility Adjustments (Hand Hole)	1	EA		$ -
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA		$ -
40	1080-E	Utility Adjustments (Water Meter)	3	EA		$ -
41	164-800	Fire Hydrant, Relocate	9	EA		$ -
42	2000-1	Utility Coordination	1	LS		$ -
43		**GRAND TOTAL**				$ -

Note: Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

TECHNICAL SPECIFICATIONS

SPECIFICATIONS PACKAGE
FOR
FINANCIAL PROJECT ID 433195-1-58-01

A DISTRICT FOUR OFF-SYSTEM LOCAL AGENCY PROGRAM PROJECT
CITY OF PORT ST. LUCIE

(Signature block for electronic signature)
The official record of this Technical Special Provision is the electronic file signed and sealed under Rule 61G 15-23.003, F.A.C.

Professional Engineer:	Stefan K. Matthes, P.E.
Date:	July 29, 2105
Fla. License No.:	38723
Firm Name:	Culpepper & Terpening, INC.
Firm Address:	2980 South 25th Street
City, State, Zip Code:	Ft. Pierce, Fla. 34981
Certificate of Authorization:	4286
Pages:	1 - 35

(Signature and seal in accordance with Chapters 471, 481, or 481 Part 2, F.S.)

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EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM). 4
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TECHNICAL SPECIAL PROVISIONS

DEFINITIONS AND TERMS

The following terms, when used in the Contract Documents, have the meaning described:

Department.

City of Port St. Lucie

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be City of Port St. Lucie in-house staff or a consultant retained by the City.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Technical Special Provisions, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM). (REV 1-23-12) (FA 2-27-12)

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

T120-1 Description.

T120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

T120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

T120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

T120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

T120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

T120-2 Classes of Excavation.

T120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

T120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

T120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

T120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

T120-3 Excavation Requirements.

T120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

T120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

T120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

T120-3.4 Excavation for Structures and Pipe.

T120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

T120-3.4.2 Earth Excavation:

T120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

T120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

T120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

T120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

T120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

T120-4 Disposal of Surplus and Unsuitable Material.

T120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

T120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of

120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

T120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

T120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

T120-5 Materials for Embankment.

T120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

T120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

T120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

T120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

T120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

T120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

T120-6 Embankment Construction.

T120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

T120-6.2 Dry Fill Method:

T120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

T120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

T120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

T120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

T120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

T120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

T120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

T120-6.3 Hydraulic Method:

T120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

T120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

T120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

T120-7 Compaction Requirements.

T120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

T120-7.2 Compaction of Embankments:

T120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

T120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

T120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

T120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

T120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

T120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

T120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

T120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

T120-8 Backfilling Around Structures and Pipe.

T120-8.1 Requirements for all Structures:

T120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

T120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

T120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

T120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

T120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

T120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

T120-8.2 Additional Requirements for Structures Other than Pipe:

T120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

T120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

T120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than

4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

T120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

T120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

T120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

T120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

T120-8.3.2 Material:

T120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

T120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

T120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

T120-8.3.3 Compaction:

T120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

T120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

T120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

T120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

T120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

T120-9 Acceptance Program.

T120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

T120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

T120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

T120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

T120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-6.3;
2) material placed outside the standard minimum slope as specified in 120-6.2.4;
3) other areas specifically excluded herein.

T120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

T120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

T120-11 Construction.

T120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

T120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

T120-12 Method of Measurement.

T120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be

made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

T120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

T120-13 Basis of Payment.

T120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

T120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer. Method of Payment Shall be made under Bid Item 120-1 Regular Excavation by Cubic Yard.

T120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer. Basis of payment shall be made under Bid item 120-6 Embankment by Cubic Yard.

SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).
(REV 1-26-15) (FA 1-29-15)

SECTION 334
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

T334-1 Description.

T334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

T334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

T334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

T334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

T334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

T334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1
Asphalt Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

T334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

T334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

T334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5 .....3/4 to 1-1/2 inches

Type SP-12.5, FC-12.5 ..... 1-1/2 to 2-1/2 inches

T334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5.....3/8 to 2 inches
Type SP-12.5.....1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

T334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

T334-2 Materials.

T334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

T334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

T334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

T334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1.When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total

aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

T334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

T334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2
Asphalt Binder Grade for Mixes Containing RAP

Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

T334-3 Composition of Mixture.

T334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

T334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is:
http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

T334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

T334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

T334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3
Gyratory Compaction Requirements

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

T334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

T334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

T334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

T334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

T334-5 General Construction Requirements.

T334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

T334-5.2 Limitations of Paving Operations:

T334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

T334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The

minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

T334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

T334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

T334-5.5 Preparation of Surfaces Prior to Paving:

T334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

T334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

T334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

T334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

T334-5.6 Placing Mixture:

T334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

T334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

T334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

T334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

T334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

T334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

T334-5.7 Leveling Courses:

T334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

T334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

T334-5.7.3 Rate of Application: When using Type SP-9.5for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

T334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

T334-5.9 Joints.

T334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

T334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

T334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

T334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT

Test Method FM 1-T 166 and calculate the percent Gmm of the segregated area using the average Gmb of the roadway cores and representative PC Gmm for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

T334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

T334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

T334-5.10.3.1 Straightedge Testing:

T334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

T334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

T334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

T334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

T334-6 Acceptance of the Mixture.

T334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

T334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating

that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

T334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

T334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

T334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to

meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

T334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

T334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

T334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section. Basis of payment shall be made under Bid item 286-2 Turnout Construction, Asphalt by Square Yard.

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

T344-1 Description.

T344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

T344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

T344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

T344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

T344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

T344-2 Materials.

T344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

T344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

T344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

T344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

T344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

T344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1

Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

T344-3 Production, Mixing and Delivery of Concrete.

T344-3.1 Concrete Production Requirements:

T344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-

structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

T344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

T344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

T344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2

Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd^3)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

T344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

T344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

T344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

T344-3.6 Placing Concrete:

T344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

T344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

T344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

T344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

T344-3.9 Sampling and Testing:

T344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

T344-3.9.2: Category 2: No sampling and testing is required for category 2.

T344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

T344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).

3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.

4. A copy of the documentation certifying the admixture weighing/measuring devices.

T344-4 Acceptance of the Work.

T344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

T344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

T344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

T344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

T344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

T344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section. Basis of Payment shall be made under Bid Item 522-1 Concrete Sidewalk (4" Thick) and 522-2 Concrete Sidewalk (6" Thick) by Square Yard.

SECTION 580
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

T580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

T580-2 Materials.

T580-2.1 Plants:

T580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey:

"Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

T580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

T580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

T580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

T580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

T580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

T580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

T580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system.

Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

T580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

T580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

T580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

T580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

T580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

T580-4 Planting Requirements.

T580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

T580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

T580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

T580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

T580-5 Staking and Guying.

T580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

T580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 ½ inches caliper with two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

T580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 ½ inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

T580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

T580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

T580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

T580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

T580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

T580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

T580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

T580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

T580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section. Basis of Payment shall be made under Bid Item 580A Root Barrier by Linear Foot.

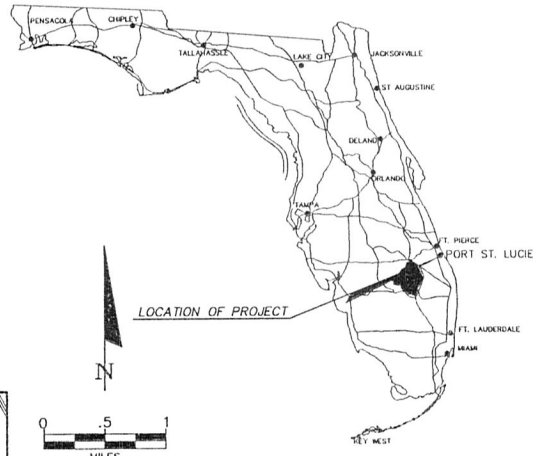
THIS COMPLETES THE SPECIFICATIONS PACKAGE

PLANS PREPARED FOR

CITY OF PORT ST. LUCIE, FLORIDA
ENGINEERING DEPARTMENT

CONTRACT PLANS

SW CAMEO BOULEVARD SIDEWALK DESIGN
FINANCIAL PROJECT ID 433195-1-58-01



COMPONENTS OF CONTRACT PLANS SET
* SIDEWALK CONSTRUCTION PLANS

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS
4	TYPICAL DETAILS
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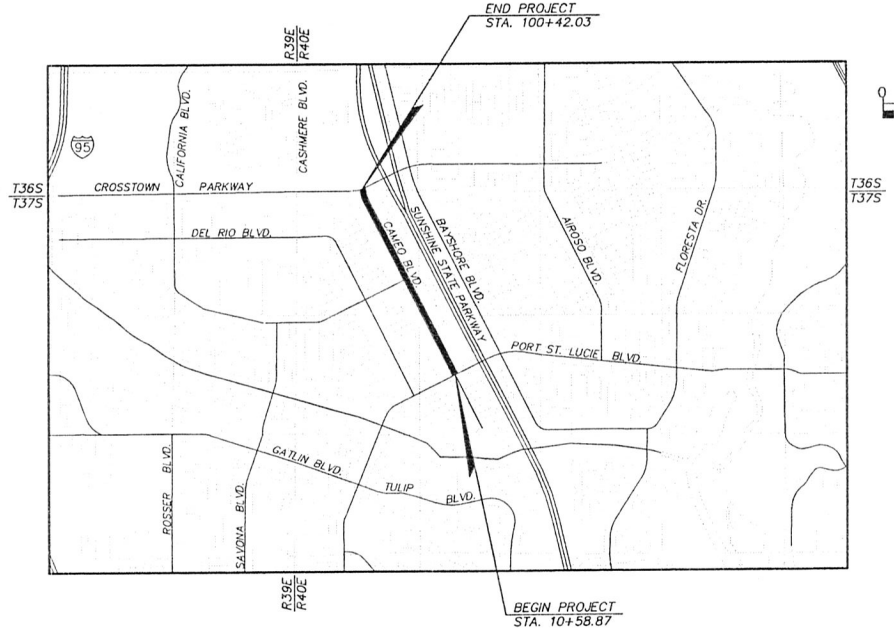
13-28	CAMEO BOULEVARD PLAN SHEETS
29-44	CROSS SECTIONS
45-50	EROSION & SEDIMENT CONTROL PLANS
51-52	TRAFFIC CONTROL PLAN GENERAL NOTES
53-54	SIGNING AND PAVEMENT MARKING PLANS



GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2015, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2015, AS AMENDED BY CONTRACT DOCUMENTS.

For Design Standards Modifications click on "Design Standards" at the following web site: http://www.dot.state.fl.us/rddesign/

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site: http://www.dot.state.fl.us/specificationsoffice/

CONSTRUCTION SHOP DRAWINGS TO BE SUBMITTED TO:

STEFAN K. MATTHES, PE
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981

PLANS PREPARED BY:

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772.464.3537 • FAX 772.464.9497 • www.ctcinc.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

APPROVED FOR CONSTRUCTION

100% CONSTRUCTION PLAN SET
DECEMBER 15, 2015

LENGTH OF PROJECT		
	LIN. FT.	MILES
ROADWAY	8,983.16 LF	1.70
BRIDGES	0 LF	0.00
NET LENGTH OF PROJ.	8,983.16 LF	1.70
EXCEPTIONS		
GROSS LENGTH OF PROJ.	8,983.16 LF	1.70

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E.

P.E. NO. : 38723

REVISIONS

PROJECT MANAGER: EDIE MAJEWSKI

FISCAL YEAR	SHEET NO.
15	1

C&T JOB NO.: 14-079

P:\Proj-2014\14-079 Cameo Blvd Sidewalk Design\Eng\14-079 cov-notes-pay items.dwg

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

3. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.

4. STATIONING AND OFFSETS REFER TO THE BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.

5. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

6. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE CITY SURVEYOR PETE KRAWETZ, WITHOUT DELAY, BY TELEPHONE (772) 871-5280.

7. EXISTING IMPACTED DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE RESTORED TO THE CITY OF PORT ST. LUCIE (CITY OF PSL) STANDARDS AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS. RESIDENTIAL ACCESS MUST BE MAINTAINED AT ALL TIMES. LIMITS OF DRIVEWAY REMOVAL ARE TO BE DETERMINED BY THE CONSTRUCTION ENGINEER AT THE TIME OF CONSTRUCTION.

8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS ISSUED A "NOTICE TO PROCEED".

9. DURING CONSTRUCTION, SHOULD ANY DRAINAGE STRUCTURES (INCLUDING PIPES) BE FOUND THAT ARE NOT SHOWN ON THE PLANS, NOTIFY THE ENGINEER IMMEDIATELY.

10. IN REFERENCE TO EXISTING UTILITIES AND UTILITY ADJUSTMENTS:

A. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.
B. WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL CODES, STANDARDS, AND ORDINANCES CURRENTLY ADOPTED BY THE STATE OF FLORIDA D.E.P. AND PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT (PSLUSD).

11. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

COMPANY	CONTACT	TEL. NO.
AT&T	KIRK WALKER	(772) 460-4444
COMCAST CABLE	JEAN TEATOR	(772) 692-9010
FLORIDA POWER & LIGHT, CO.	SHERRI ALLORE	(772) 337-7066
PSLUSD	LISA CAMPBELL	(772) 873-6400

(NOTE: IF THERE IS A TRAFFIC MONITORING SITE ON THE PROJECT OR WITHIN ONE MILE OF THE CONSTRUCTION, THE TRANSPORTATION STATISTICS OFFICE IN TALLAHASSEE SHALL BE ADDED TO THE LIST OF UTILITY OWNERS.)

12. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

13. WORK HOURS ARE FROM 7:00 AM TO DUSK, MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF PORT ST. LUCIE UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE CITY. THE CONTRACTOR MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR.

14. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH EDIE MAJEWSKI (772) 871-5177.

15. EXISTING LANDSCAPE IMPROVEMENT THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED PER THE DIRECTION OF THE ENGINEER OF RECORD.

16. LANE CLOSURES ALONG CAMEO BOULEVARD SHALL BE COORDINATED WITH ST. LUCIE COUNTY SCHOOL BOARD AND THE CITY OF PORT ST. LUCIE.

17. IN REFERENCE TO THE PROPOSED DRAINAGE STRUCTURES & PIPE:

A. CONCRETE PIPE CULVERT (R.C.P.) SHALL BE CLASS II, WALL B UNLESS OTHERWISE NOTED.
B. ALL STORM STRUCTURE TOPS SHALL BE ADJUSTED AT TIME OF FINAL PAVEMENT OF CURB CONSTRUCTION. FINAL ADJUSTMENT OF ALL TOPS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
C. THE LENGTHS OF PIPE SHOWN HEREON HAVE BEEN DETERMINED BY CALCULATING THE DISTANCE BETWEEN THE "CENTERLINE" OF THE INLETS AND/OR MANHOLES.
D. OFFSETS TO CURB INLETS ARE TO THE "CENTERLINE" OF THE INLETS.

18. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY. THE PROPER REGULATORY AUTHORITY WILL ADVISE/DIRECT THE PROJECT ENGINEER IN THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF SUSPECTED CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER, THE REGULATORY AUTHORITY WILL ADVISE THE PROJECT ENGINEER IN THESE MATTERS.

19. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO EDIE MAJEWSKI OF THE CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL PROVIDE EDIE MAJEWSKI WITH A COPY OF THE SAFETY DATA SHEET (SDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH EDIE MAJEWSKI PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN SDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT

20. EXISTING MAILBOXES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR REPLACING DAMAGED MAILBOXES WITH LIKE KIND AT NO ADDITIONAL COST. ADJUSTMENT OF EXISTING MAILBOXES DUE TO CONSTRUCTION OF DRIVEWAY APRONS SHALL BE CONSIDERED AS INCIDENTAL TO THE PROJECT AND PAID FOR UNDER 102-1.

21. ALL WORK ASSOCIATED WITH THIS PROJECT IS TO BE PERFORMED WITHIN THE RIGHT-OF-WAY LIMITS AS DEPICTED ON THE PLAN SHEETS.

22. ALL CONCRETE SIDEWALK JOINTS SHALL BE TOOLED WITHOUT EXPANSION JOINTS.

23. ANY BENCHMARK REMOVED SHALL BE REPLACED.

LEGEND

- - - BT - - - EXIST. BURIED TELEPHONE
- - - OE - - - EXIST. OVERHEAD ELECTRIC & UTILITIES
- - - LPM - - - EXIST. LOW PRESSURE MAIN
- - - FM - - - EXIST. SANITARY FORCE MAIN
- - - SS - - - EXIST. SANITARY SEWER SERVICE
- - - W - - - EXIST. WATER MAIN
- - - WS - - - EXIST. WATER SERVICE

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ATTACHMENT I - E-BID #20150059
Page 2 of 54

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO. 14-079		CULPEPPER & TERPENING, INC	CITY OF PORT ST. LUCIE		GENERAL NOTES	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15	CONSULTING ENGINEERS | LAND SURVEYORS	PROJECT NAME	FINANCIAL PROJECT ID		2
						CHECKED BY SKM	CHECKED BY .	2965 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981 PHONE 772-464-3317 • FAX 772-464-3327 • www.tctorg.com STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4266	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723						

12/14/2015		FHWA Participating		FHWA non-participating (Local funds)	
Pay Item Number*	Pay Item Description*	Quantity	Unit	Quantity	Unit
101-1	MOBILIZATION	1	LS		
101-18	CONSTRUCTION VIDEO			1	LS
102-1	MAINTENANCE OF TRAFFIC	1	LS		
104-10-3	SEDIMENT BARRIER	9000	LF		
104-18	INLET PROTECTION SYSTEM	16	EA		
107-2	MOWING	3.2	AC		
110-1-1A	CLEARING AND GRUBBING	5.8	AC		
110-3	REMOVAL OF STRUCTURES	1	LS		
120-1	REGULAR EXCAVATION	1331	CY		
120-6	EMBANKMENT	1254	CY		
286-2	TURNOUT CONSTRUCTION, ASPHALT	289	SY		
400-1-2	CONCRETE CLASS I, ENDWALL	8.46	CY		
425-1-521	INLET, DT BOTTOM, TYPE C, < 10'	5	EA		
425-1-529	INLET, DT BOTTOM, TYPE C, MODIFY	1	EA		
425-1-910	INLET, CLOSED FLUME	1	EA		
430-174-118	PIPE CULVERT, CAP, ROUND, 18" SD	110	LF		
430-174-215	PIPE CULVERT, CAP, ELLIPTICAL, 12" x 18", SD	1412	LF		
430-174-218	PIPE CULVERT, CAP, ELLIPTICAL, 14" x 23", SD	80	LF		
430-175-215	PIPE CULVERT, RCP, ELLIPTICAL, 12" x 18", CD	98	LF		
430-175-224	PIPE CULVERT, RCP, ELLIPTICAL, 19" x 30", CD	8	LF		
455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	1	LS		
514-72	LINER IMPERMEABLE POLYETHELENE (SWALE LINER INSTALL)	6296	LF		
520-1-10	CONCRETE CURB & GUTTER, TYPE F	185	LF		
522-1	CONCRETE SIDEWALK (4" THICK)	5248	SY		
522-2	CONCRETE SIDEWALK (6" THICK)	2428	SY		
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4" THICK	44	SY		
527-2	DETECTABLE MAT	280	SF		
570-1-2	PERFORMANCE TURF, SOD	15291	SY		
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, > 12 SF (STOP)	1	AS		
700-3-101	SIGN PANEL, FURNISH & INSTALL, GROUND MOUNT (RELOCATE)	14	AS		
711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	1070	LF		
711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	775	LF		
711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	468	LF		
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	700	LF		
580A	ROOT BARRIER	20	LF		
1080-A	UTILITY ADJUSTMENTS (VALVES)			27	EA
1080-B	UTILITY ADJUSTMENTS (TELEPHONE PEDESTAL)			2	EA
1080-C	UTILITY ADJUSTMENTS (HAND HOLE)			1	EA
1080-D	UTILITY ADJUSTMENTS (WATER MAIN DEFLECTION)			1	EA
1080-E	UTILITY ADJUSTMENTS (WATER METER)			3	EA
1644-800	FIRE HYDRANT, RELOCATE			9	AS
2000-1	UTILITY COORDINATION			1	LS

PAY ITEM NOTES

102-1 INCLUDES ALL ITEMS FOR MAINTENANCE OF TRAFFIC WHICH ARE NOT INCLUDED FOR PAYMENT UNDER SEPARATE ITEMS. INCLUDES PEDESTRIAN MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH THE SPECIFICATIONS. INCLUDES TEMPORARY PAVEMENT MARKINGS & SIGNAGE, AND RAISED PAVEMENT MARKERS.

102-1 INCLUDES MAINTENANCE AND RELOCATION OF MAILBOXES.

104-10-3, 104-18 IS ESTIMATED FOR PREVENTION. CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION AND ARE TO BE USED AT LOCATIONS DESIGNATED ON THE PLANS, OR AS DIRECTED BY THE ENGINEER. INCLUDES FLOATING TURBIDITY BARRIER, SILT FENCE TYPE III.

110-1-1A INCLUDES REMOVAL AND DISPOSAL OF EXISTING DRAINAGE STRUCTURES & PIPES; CULVERTS; SIGNS; FENCE; CURBS; CURB AND GUTTER; DRIVEWAYS; SLABS; FOOTINGS; GATES; POLES; DEBRIS; TRAFFIC SEPARATOR; SIDEWALKS; ASPHALT; BASE; CONCRETE; GUARDRAIL; F.D.P.'S; TEMPORARY CONSTRUCTION DETOURS; AND ANY OTHER ITEMS TO BE REMOVED THAT ARE NOT SPECIFICALLY COVERED UNDER ANOTHER SEPARATE PAY ITEM. INCLUDES ALL SAW-CUTTING. INCLUDES TREE TRIMMING. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN, UNLESS OTHERWISE NOTED.

120-6 INCLUDES ALL EARTHWORK EMBANKMENT FOR ROADWAY, DRIVEWAY, CULVERT STRUCTURE, & INCLUDES FINAL GRADING SHAPING AS NECESSARY FOR FINAL RESTORATION.

514-72 SHALL INCLUDE ALL ITEMS SHOWN ON SHEET 4 DETAIL INCLUDING SAND LAYER.

522-2 INCLUDES PAINTING & STAINING OF DRIVEWAY TO MATCH EXISTING COLOR. SHALL INCLUDE ADDITIONAL CONCRETE AND REINFORCING BARS FOR REDUCED COVER DRIVEWAY PIPE INSTALLATION.

700-1-50 SHALL INCLUDE REPLACEMENT OF EXISTING SIGN POSTS AS REQUIRED TO MEET CURRENT FDOT AND MUTCD STANDARDS.

1080A,1080B, 1080C,1080D, 1080E SHALL INCLUDE ALL WORK AND MATERIALS REQUIRED TO ADJUST THE EXISTING FACILITY TO MATCH PROPOSED GRADE.

2000-1 SHALL COMPENSATE THE CONTRACTOR FOR ALL COORDINATION WITH EXISTING UTILITY PROVIDER THROUGHOUT THE DURATION OF THE CONSTRUCTION CONTRACT.

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO. 14-079		CULPEPPER & TERPENING, INC	CITY OF PORT ST. LUCIE		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15	CONSULTING ENGINEERS | LAND SURVEYORS	PROJECT NAME	FINANCIAL PROJECT ID	
						CHECKED BY SKM	CHECKED BY	2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981 PHONE: 772-464-3557 • FAX: 772-464-3497 • www.culpepper.com CERTIFICATE OF AUTHORIZATION NUMBER: 6986	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01	3
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723			SUMMARY OF PAY ITEMS		

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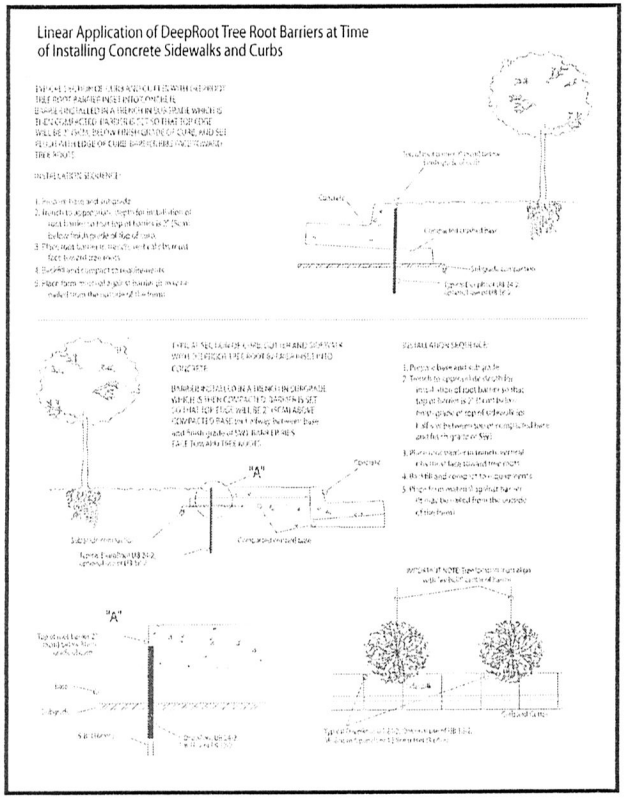
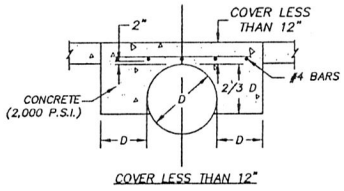
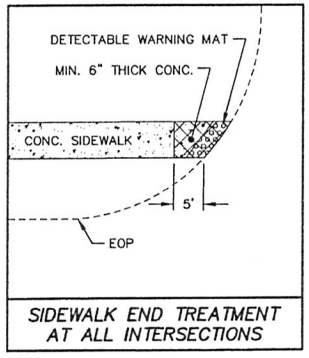
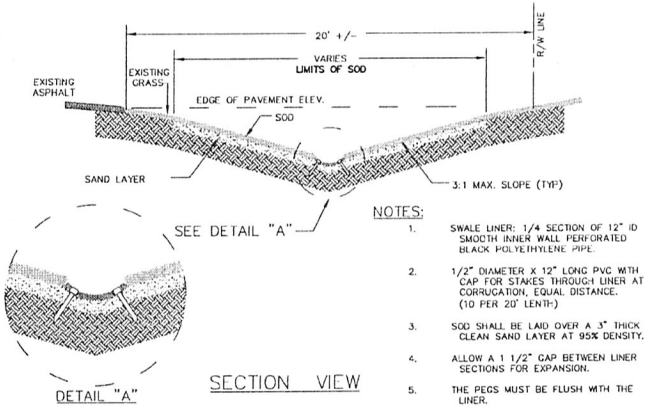




REDUCED COVER DETAIL



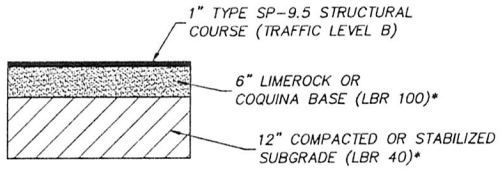
SIDEWALK END TREATMENT AT ALL INTERSECTIONS



NOTES:

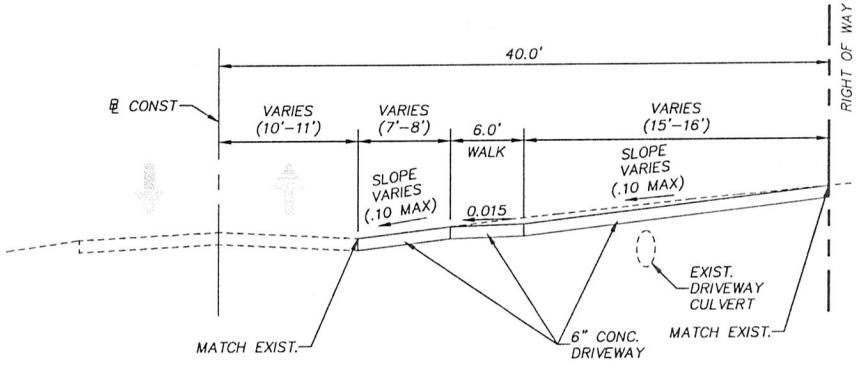
1. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL PERFORATED BLACK POLYETHYLENE PIPE.
2. 1/2" DIAMETER X 12" LONG PVC WITH CAP FOR STAKES THROUGH LINER AT CORRUGATION, EQUAL DISTANCE. (10 PER 20' LENTH)
3. SOD SHALL BE LAID OVER A 3" THICK CLEAN SAND LAYER AT 95% DENSITY.
4. ALLOW A 1 1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION.
5. THE PEGS MUST BE FLUSH WITH THE LINER.

PLASTIC SWALE LINER INSTALLATION DETAILS



*COMPACTED TO 98% OF MAXIMUM DENSITY AS PER AASHTO T-180

ASPHALT RECONSTRUCTION TYPICAL SECTION



TYPICAL DRIVEWAY SECTION

ATTACHMENT I - E-BID #20150059
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STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

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C&T JOB NO. 14-079
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ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th AVENUE • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3537 • FAX: 772-464-3617 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AUTHORIZATION NO. 3256

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

TYPICAL DETAILS

SHEET NO. 4

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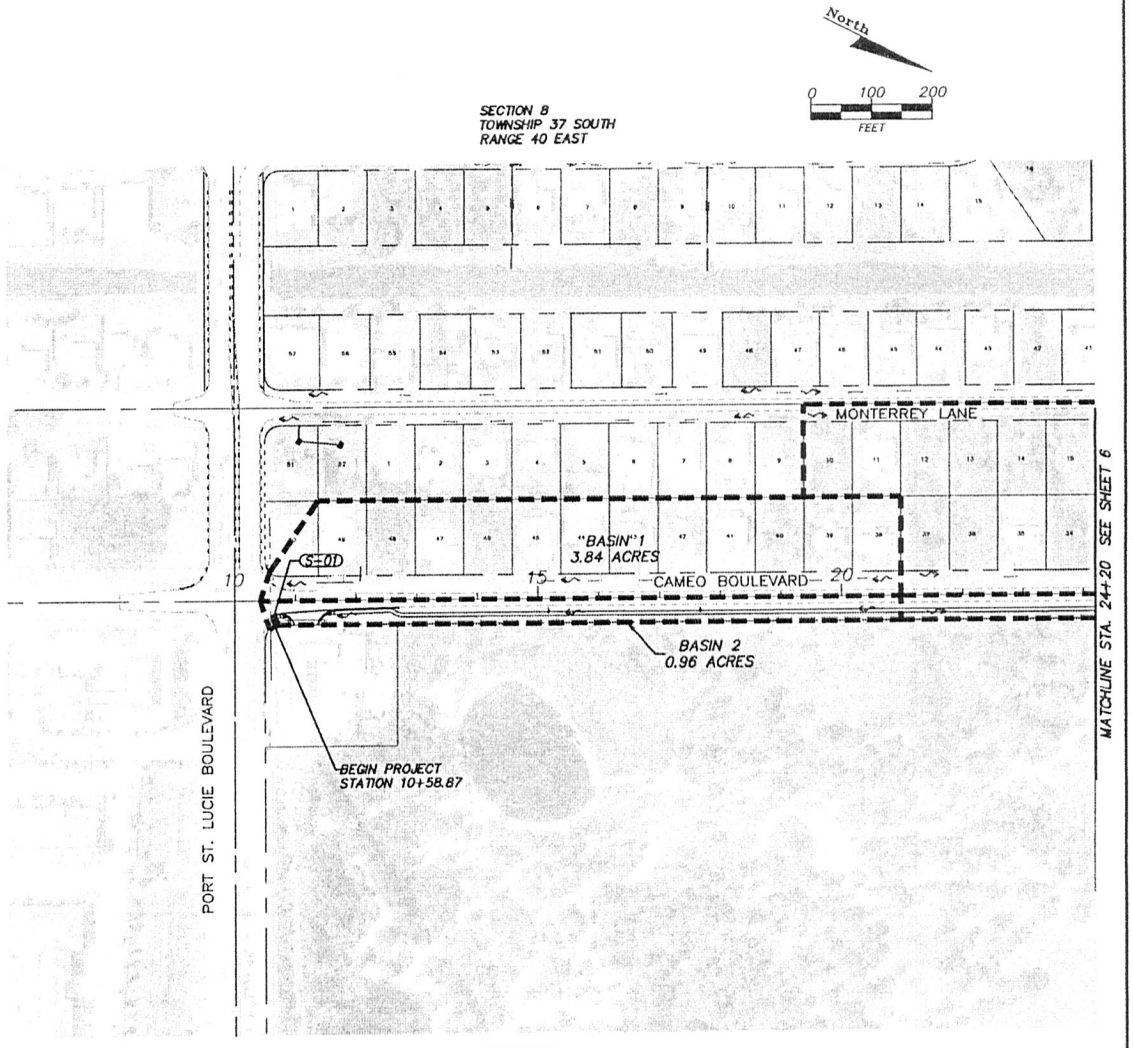
NOTE:
DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.

LEGEND

(S-01) DENOTES PROPOSED DRAINAGE STRUCTURES

DENOTES APPROXIMATE DRAINAGE BASIN DIVIDES



STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

ATTACHMENT I - E-BID #20150059
Page 5 of 54

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2180 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3300 • FAX: 772-464-3307 • www.culpepper-terpening.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 3256

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

DRAINAGE MAP

SHEET NO. 5

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NOTE:
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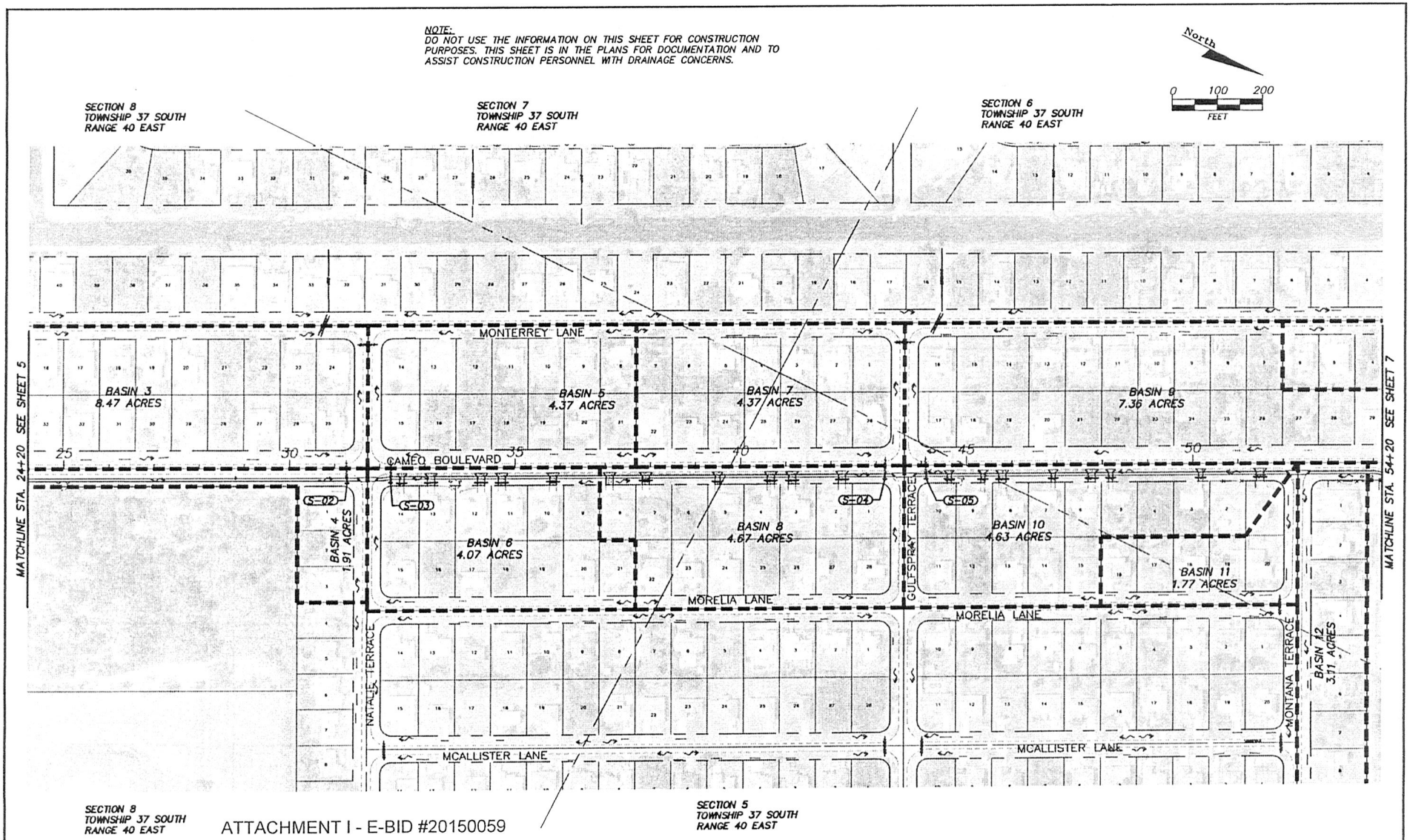

ATTACHMENT I - E-BID #20150059
Page 6 of 54

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
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ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

DRAINAGE MAP

SHEET NO. 6

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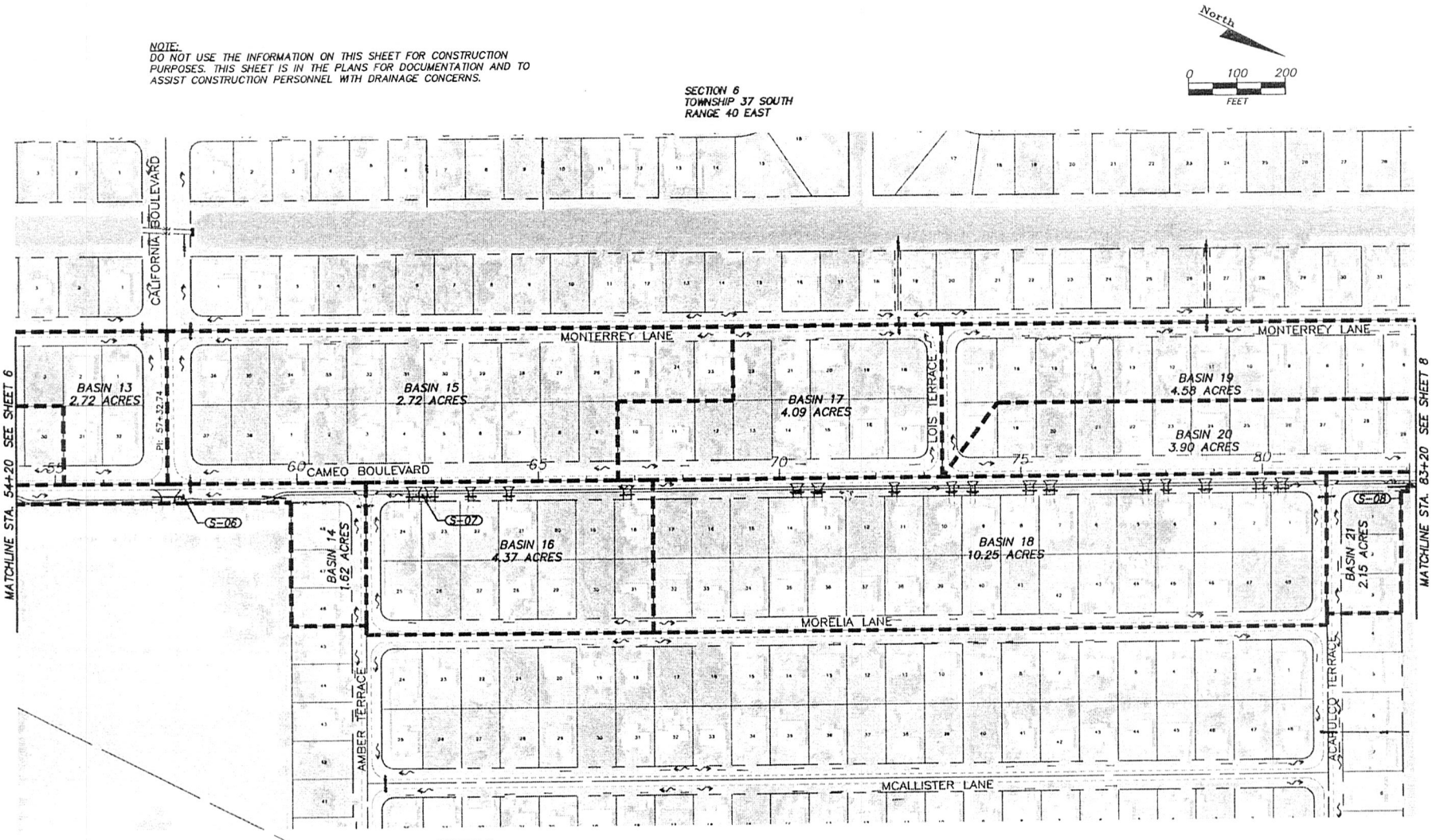

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
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ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

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2986 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3597 • FAX: 772-464-3607 • www.culpepperandterpening.com
STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CA NO. 4386

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

DRAINAGE MAP

SHEET NO. 7

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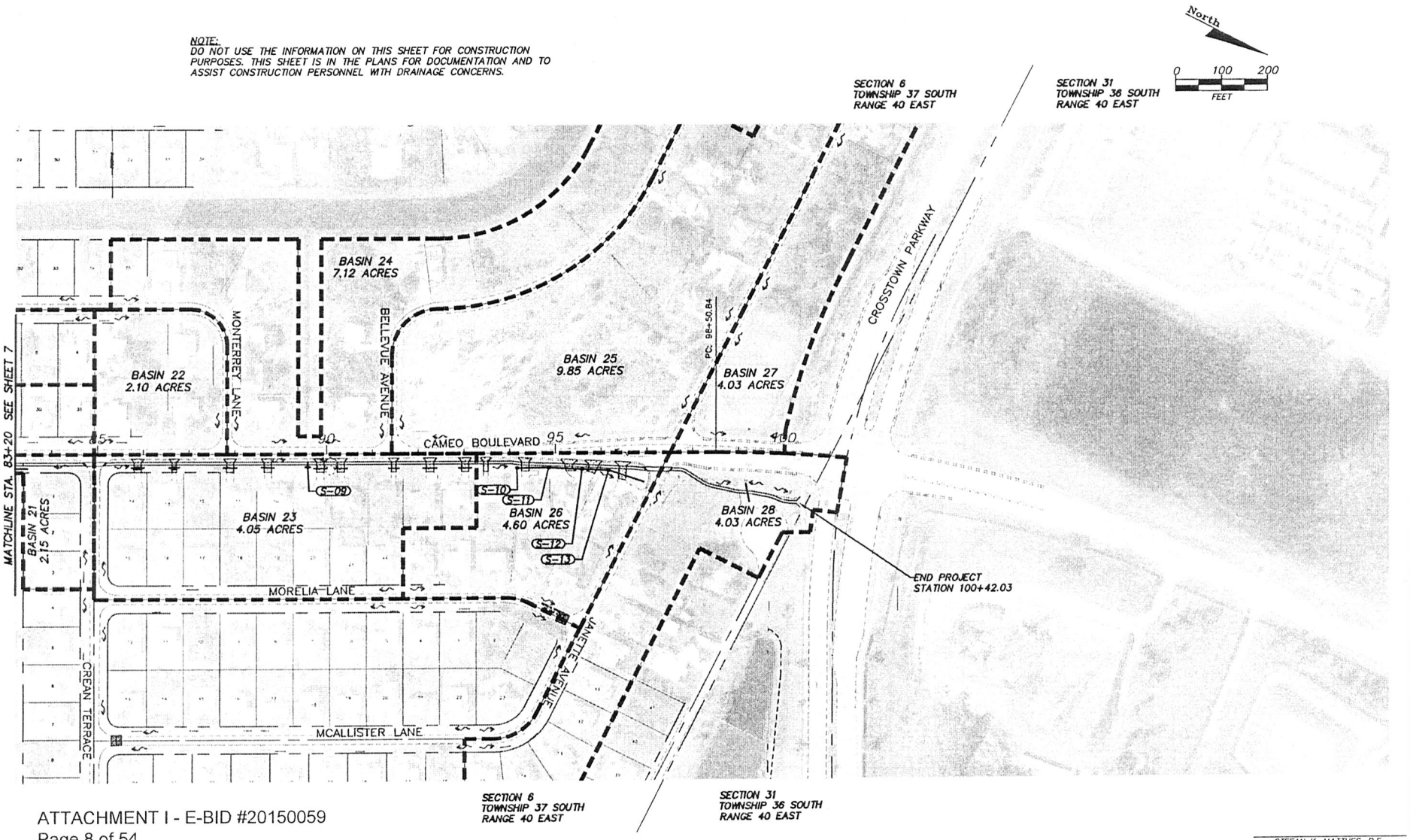

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

DRAINAGE MAP

SHEET NO. 8

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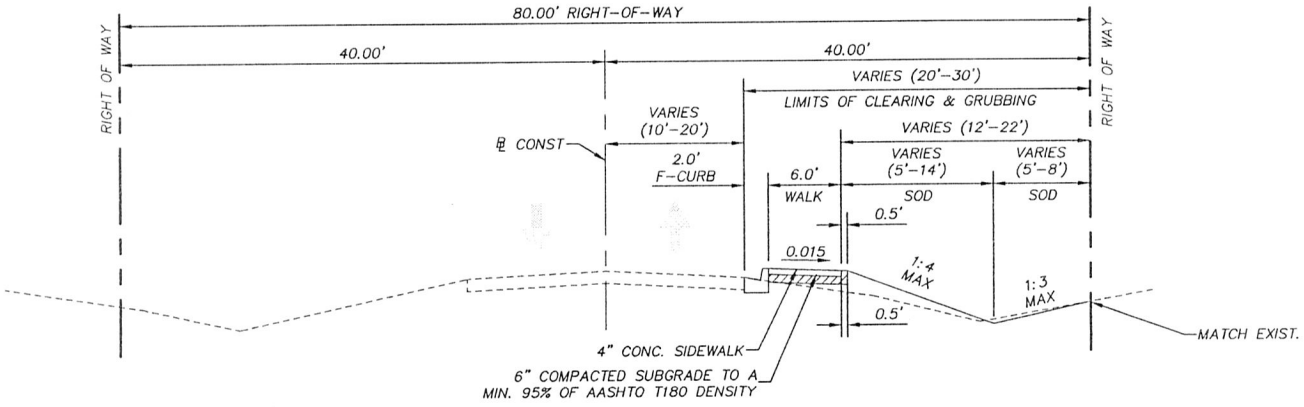
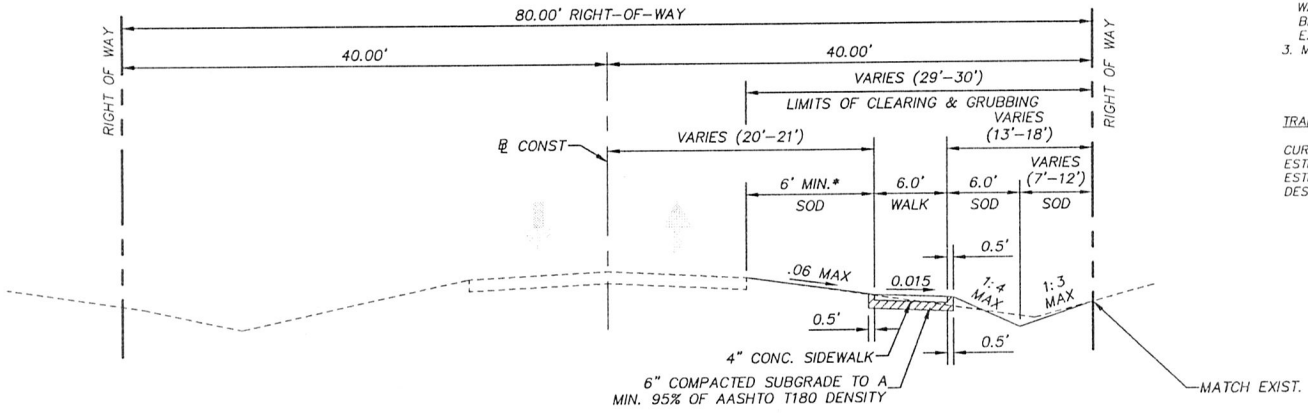


TYPICAL SECTION (1)
CAMEO BOULEVARD
STA. 10+58.87 TO STA. 12+71.04
DESIGN SPEED = 35 MPH



TYPICAL SECTION (2)
CAMEO BOULEVARD
STA. 12+71.04 TO STA. 32+04.44 (10' MIN.)*
STA. 32+04.44 TO STA. 54+34.73 (6'MIN.)*
STA. 59+54.18 TO STA. 94+26.47 (6' MIN.)*
STA. 94+26.47 TO STA. 97+96.52 (10' MIN.)*
DESIGN SPEED = 35 MPH

NOTES:

1. SEE PLAN SHEETS AND/OR CROSS SECTION SHEETS FOR DIMENSIONS, ELEVATIONS AND SLOPES INDICATED AS "VARIES."
2. ALL DISTURBED AREAS WITHIN THE RIGHT OF WAY SHALL BE SODDED USING COMMON BERMUDA SOD EXCEPT WHEN MATCHING EXISTING.
3. MAXIMUM SIDEWALK SLOPE IS 2.0%

TRAFFIC DATA (SW CAMEO BOULEVARD)

CURRENT YEAR	= 2014 AADT = 4600
ESTIMATED OPENING YEAR	= 2015 AADT = 4600
ESTIMATED DESIGN YEAR	= 2025 AADT = 4880
DESIGN SPEED = 35 MPH	

ATTACHMENT I - E-BID #20150059
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STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
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CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2945 S.W. 30th STREET • PORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-3497 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4381

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

TYPICAL SECTIONS

SHEET NO. 9

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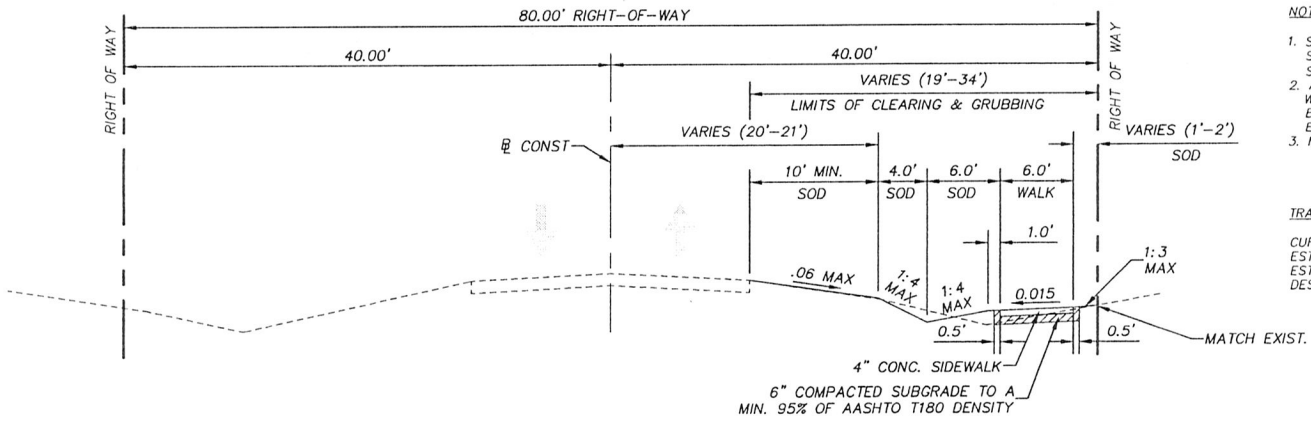

NOTES:

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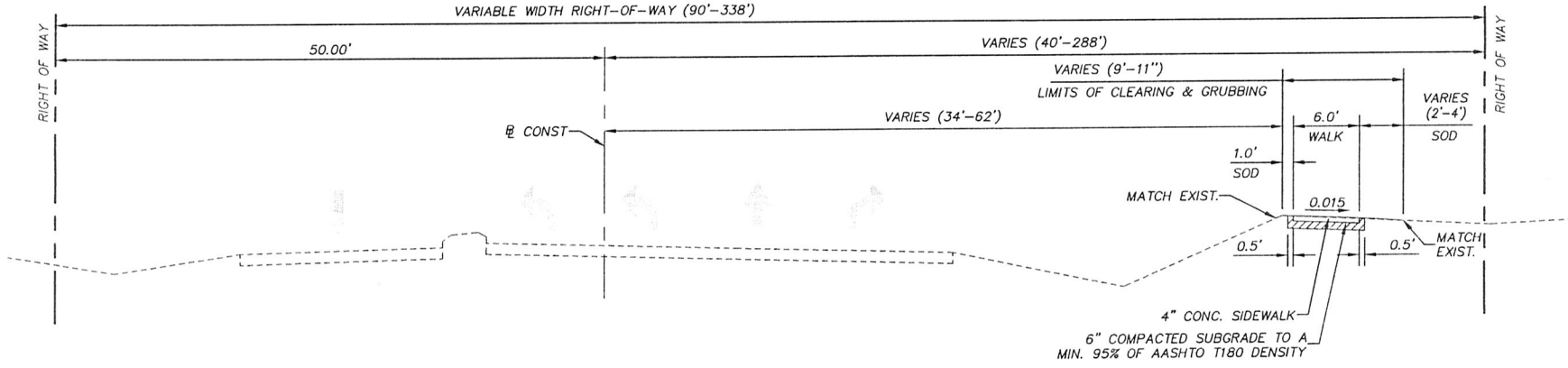
TRAFFIC DATA (SW CAMEO BOULEVARD)

CURRENT YEAR	= 2014 AADT = 4600
ESTIMATED OPENING YEAR	= 2015 AADT = 4600
ESTIMATED DESIGN YEAR	= 2025 AADT = 4880
DESIGN SPEED = 35 MPH	

TYPICAL SECTION (3)
CAMEO BOULEVARD
STA. 54+34.73 TO STA. 59+54.18
DESIGN SPEED = 35 MPH



TYPICAL SECTION (4)
CAMEO BOULEVARD
STA. 97+96.52 TO STA. 100+42.03
DESIGN SPEED = 35 MPH

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 S.E. 12th STREET • FORT PIERCE, FLORIDA 34982
PHONE: 772-464-3317 • FAX: 772-464-3318 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTH. REGISTRY NO. 6781

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

TYPICAL SECTIONS

SHEET NO. 10

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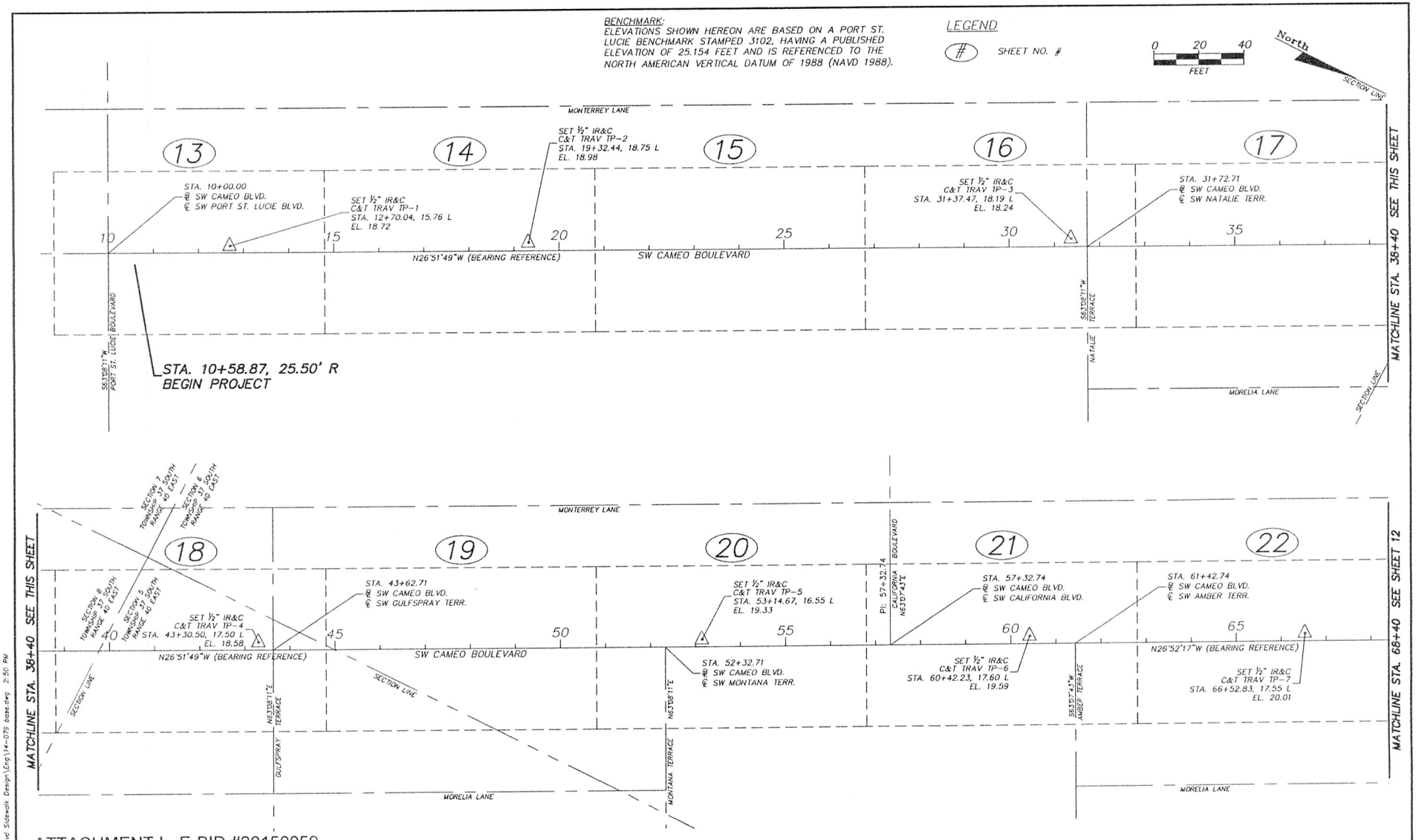

ATTACHMENT I - E-BID #20150059
Page 11 of 54

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2500 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PH (561) 272-0669 • FAX (772) 464-3450 • www.ctengr.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 1266

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

PROJECT LAYOUT

SHEET NO. 11

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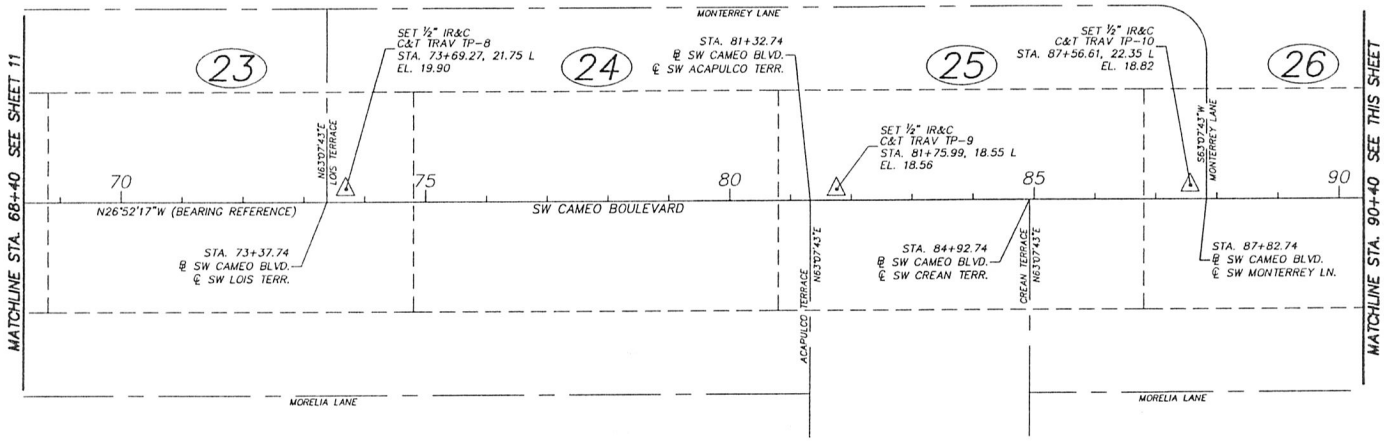
BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON A PORT ST. LUCIE BENCHMARK STAMPED 3102, HAVING A PUBLISHED ELEVATION OF 25.154 FEET AND IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

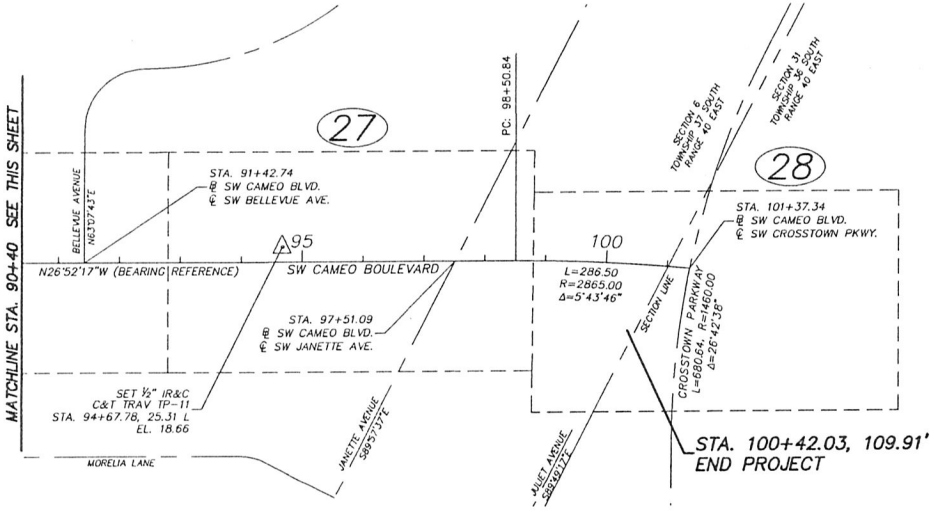
LEGEND

(#) SHEET NO. #

0 20 40
FEET

North





ATTACHMENT I - E-BID #20150059
Page 12 of 54

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO. 14-079		CULPEPPER & TERPENING, INC	CITY OF PORT ST. LUCIE		PROJECT LAYOUT	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKW 7-29-15	DRAWN BY DRP 7-29-15	CONSULTING ENGINEERS | LAND SURVEYORS	PROJECT NAME	FINANCIAL PROJECT ID		12
						CHECKED BY SKW	CHECKED BY	2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981 PHONE: 772-464-3535 • FAX: 772-464-3648 • www.cteng.com STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723						

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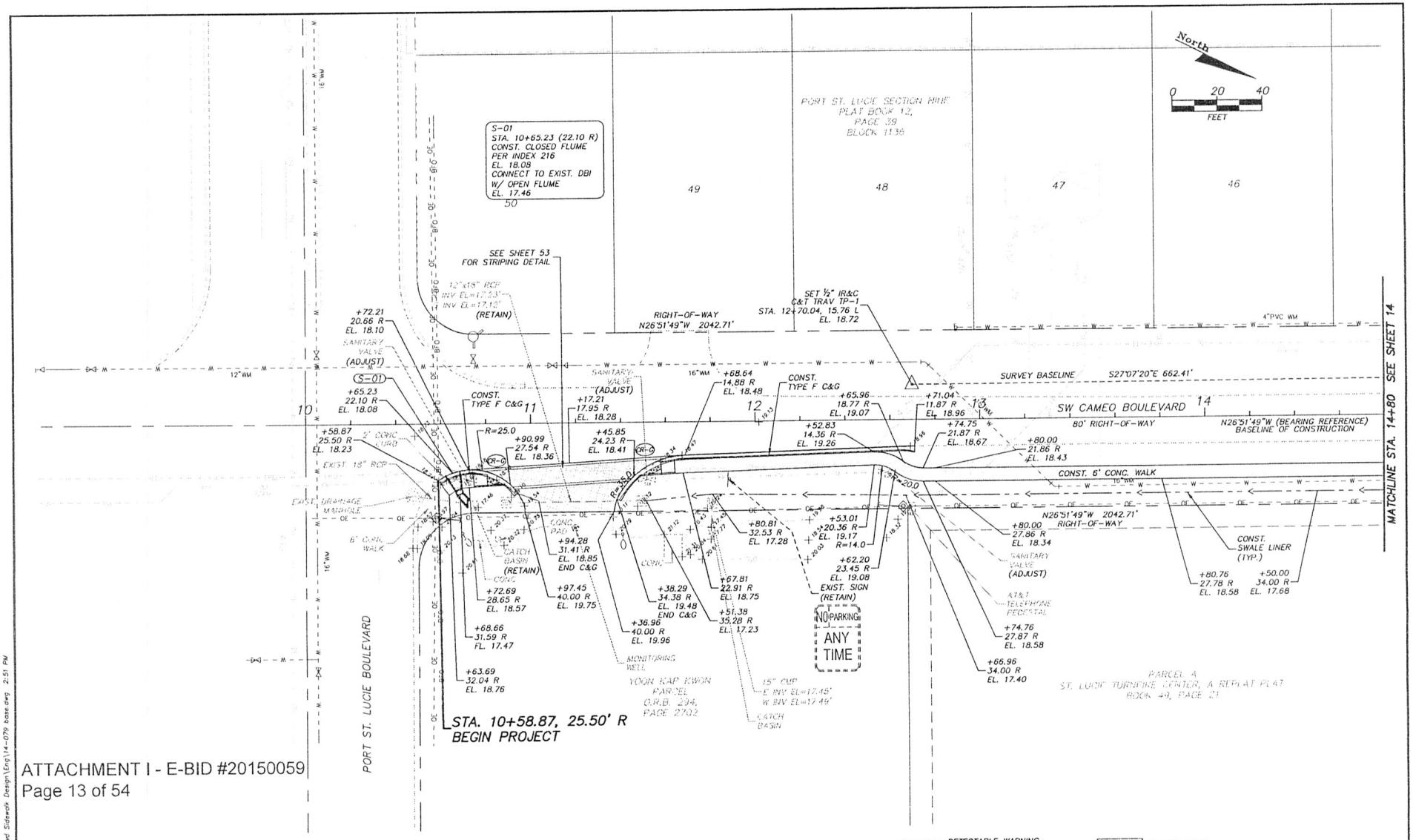

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079	
DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15
CHECKED BY SKM	CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2959 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1033 • FAX 772-464-3617 • www.ctengineering.com
STATE OF FLORIDA PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 13

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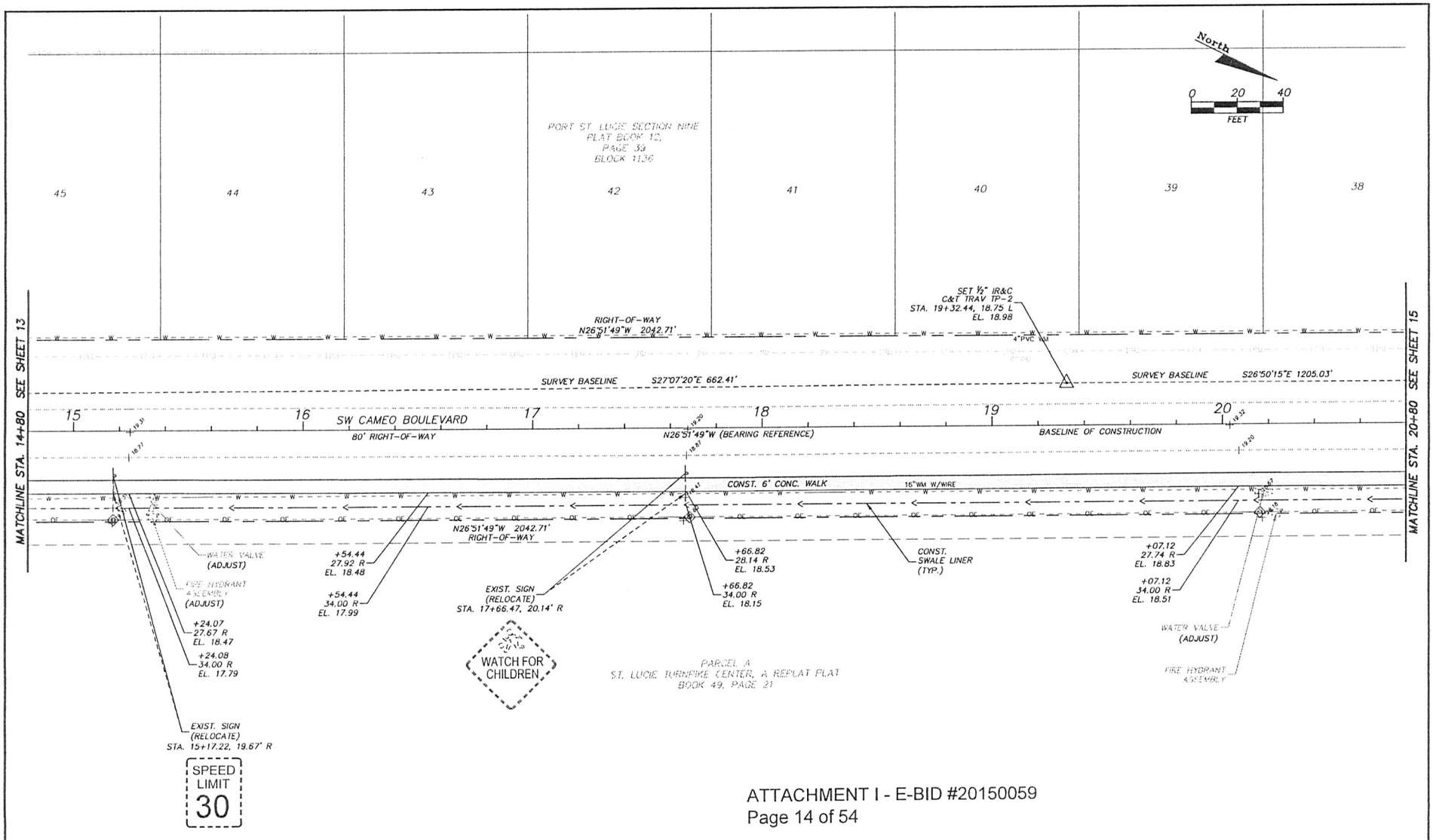

ATTACHMENT I - E-BID #20150059
Page 14 of 54

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKM 7-29-15	DRP 7-29-15
CHECKED BY	CHECKED BY
SKM	.

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH CONGRESS • FORT PIERCE, FLORIDA 34982
PHONE 772-464-1707 • FAX 772-464-1797 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 14

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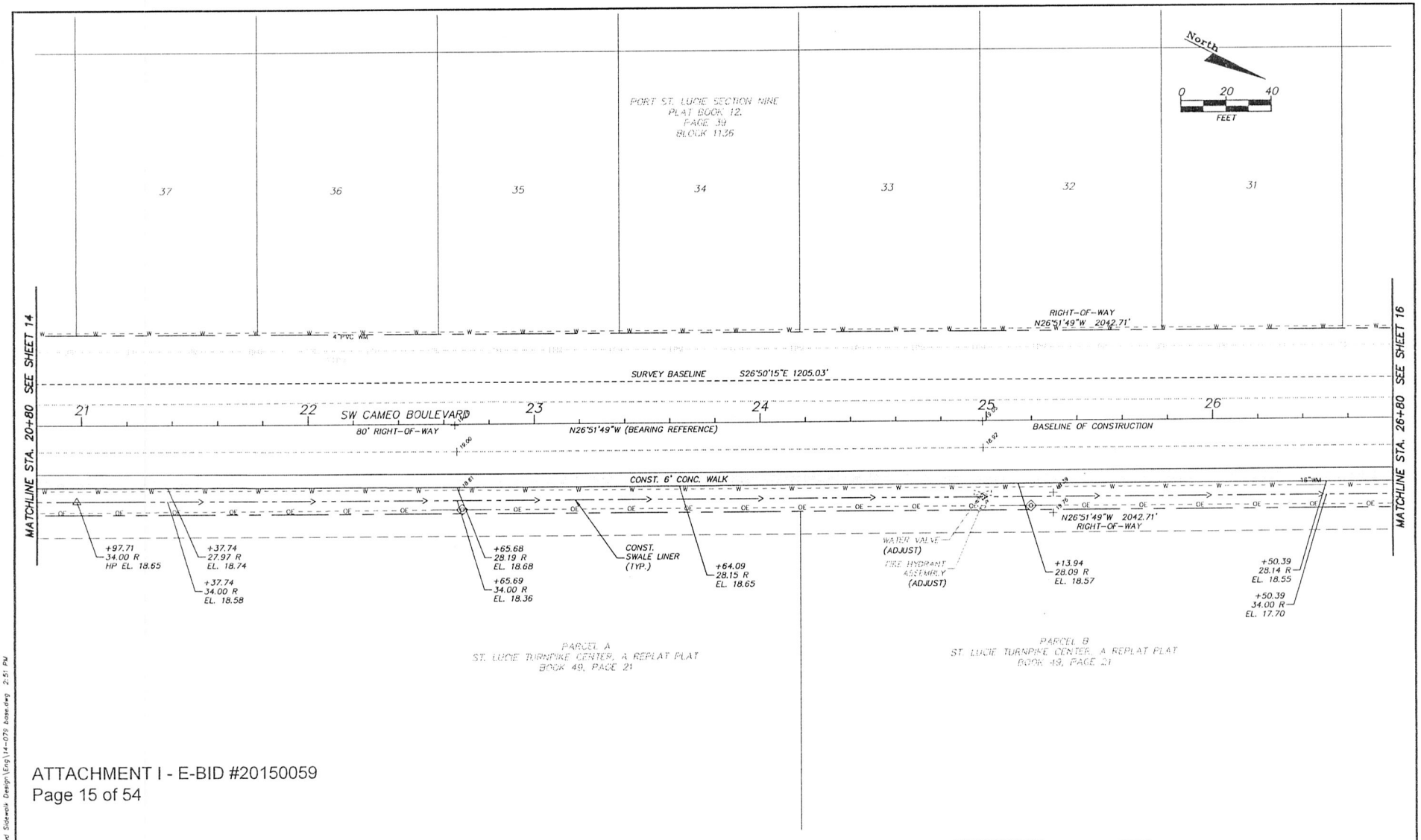

ATTACHMENT I - E-BID #20150059
Page 15 of 54

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKW 7-29-15	DRP 7-29-15
CHECKED BY	CHECKED BY
SKW	

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

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PHONE 772-464-3537 • FAX 772-464-3617 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4266

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 15

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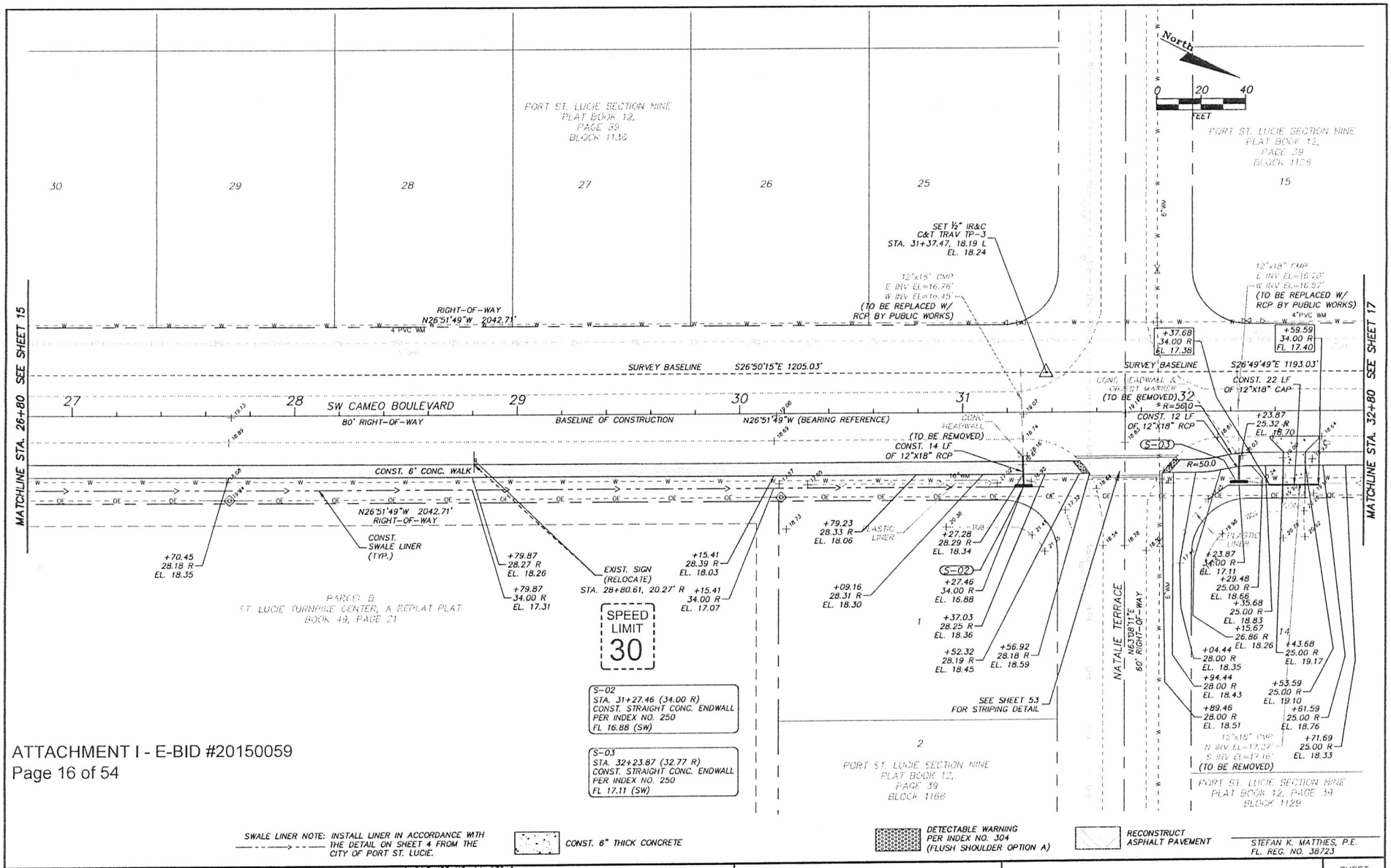

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

ATTACHMENT I - E-BID #20150059
Page 16 of 54

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKM 7-29-15	DRP 7-29-15
CHECKED BY	CHECKED BY
SKM	

ENGINEER OF RECORD
STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
3500 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-468-3300 • FAX 772-468-3395 • www.ctengr.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4266

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 16

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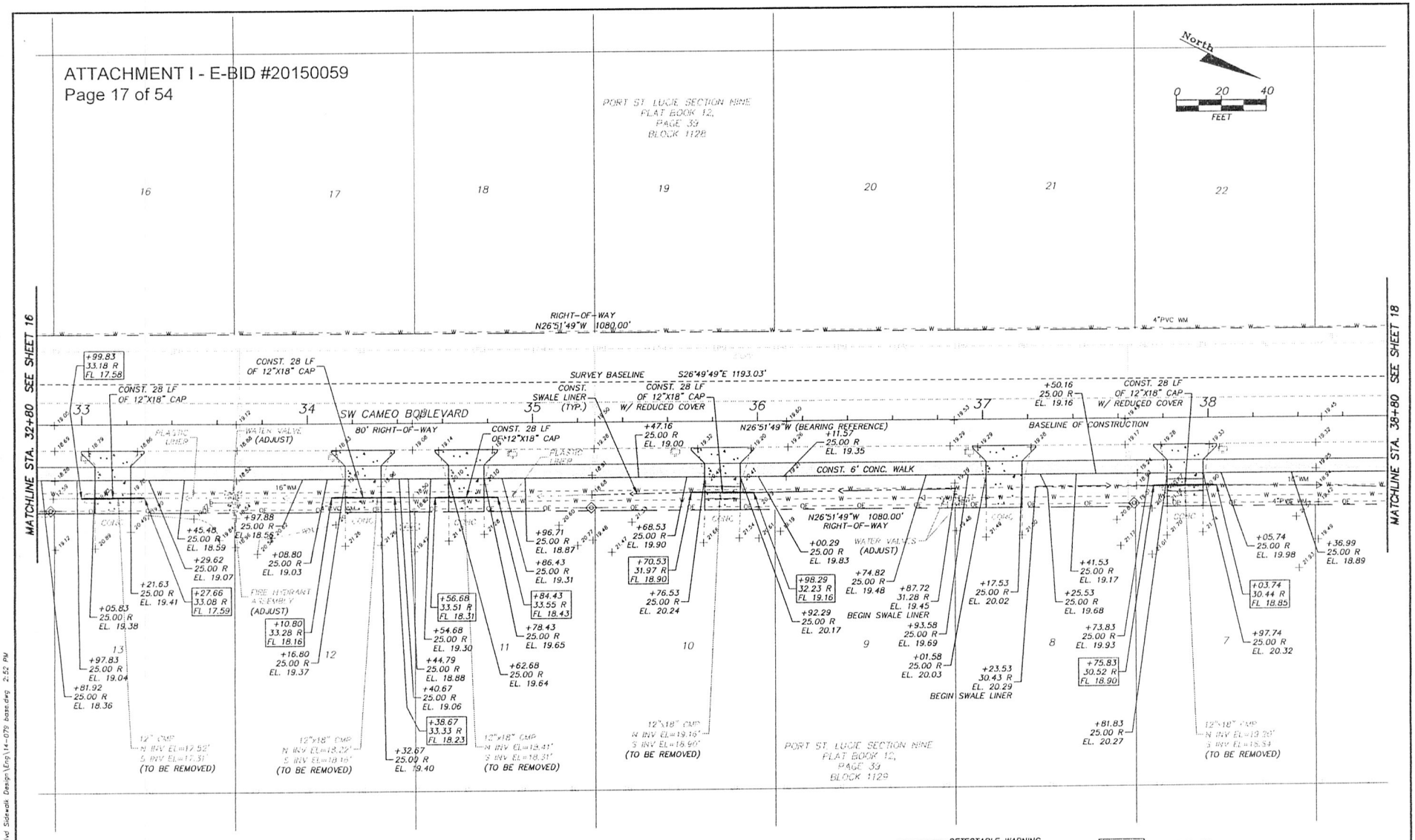

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3597 • FAX: 772-464-3607 • www.ctengr.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 1256

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 17

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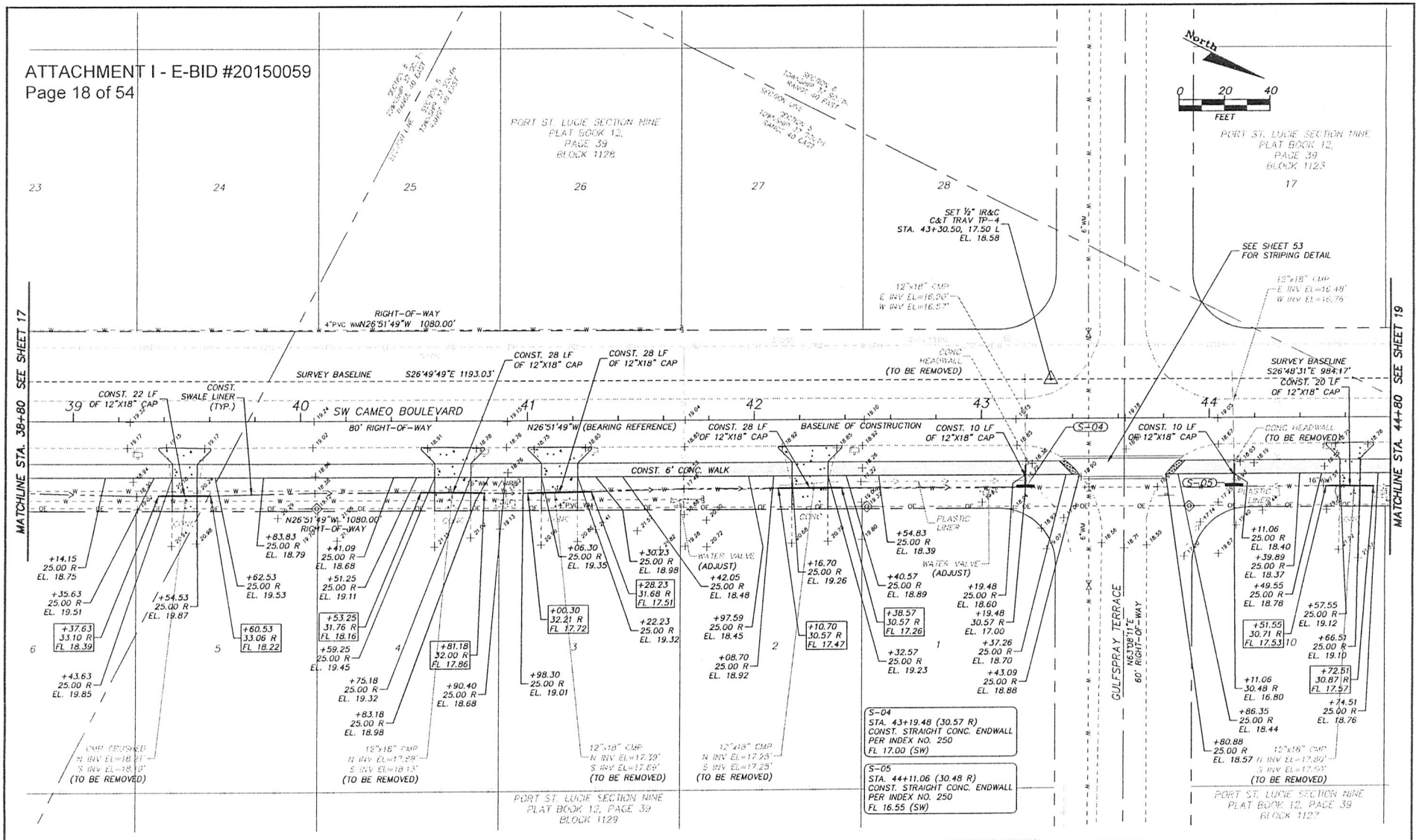
ATTACHMENT I - E-BID #20150059
Page 18 of 54



SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E. FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKM 7-29-15	DRP 7-29-15
CHECKED BY SKM	CHECKED BY

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3317 • FAX 772-464-3697 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 6594

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 18

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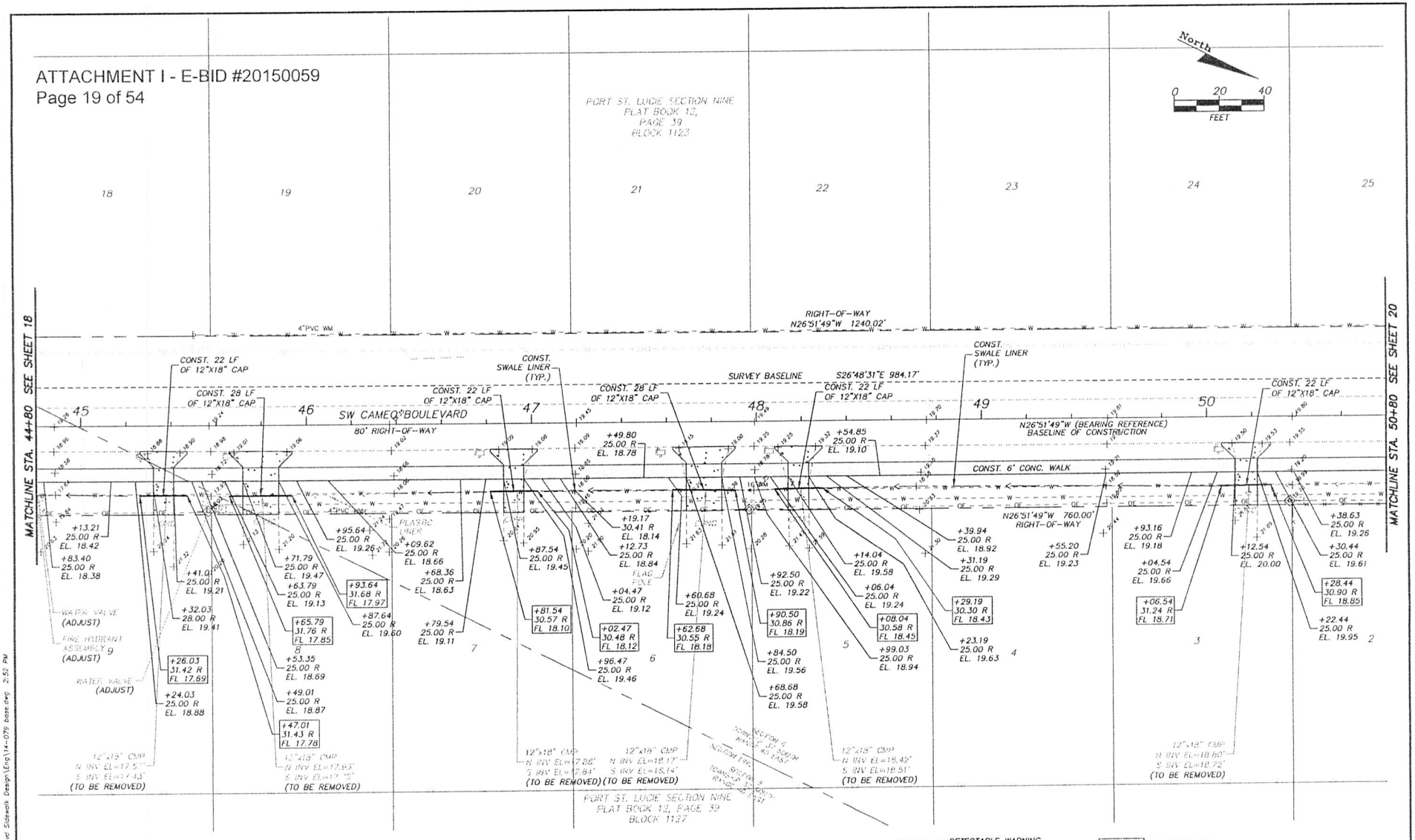

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKM 7-29-15	DRP 7-29-15
CHECKED BY	CHECKED BY
SKM	

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3535 • FAX 772-464-3537 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 19

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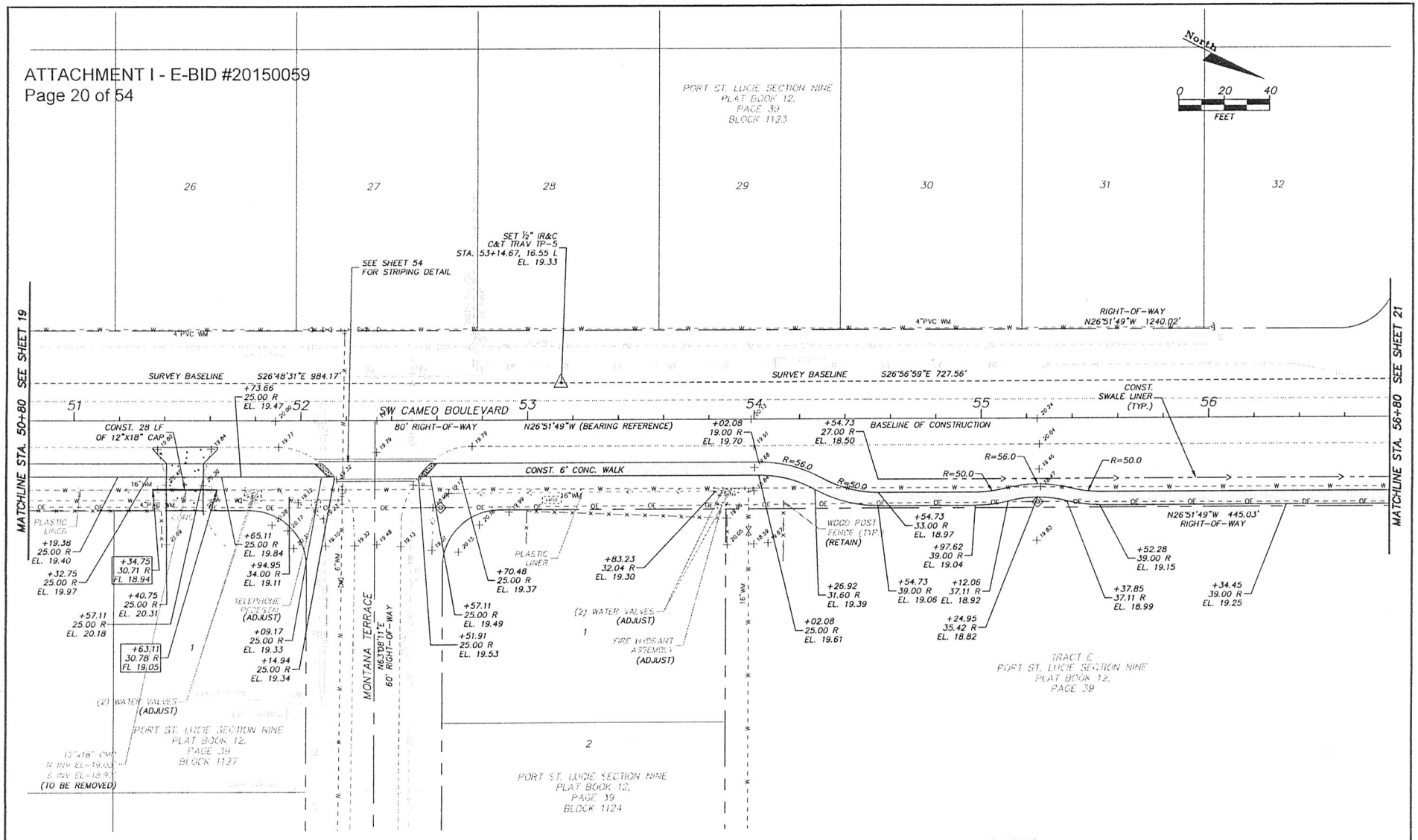

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKW 7-29-15	DRP 7-29-15
CHECKED BY	CHECKED BY
SKW	

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
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3500 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3537 • FAX 772-464-3617 • www.ctengr.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 696

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 20

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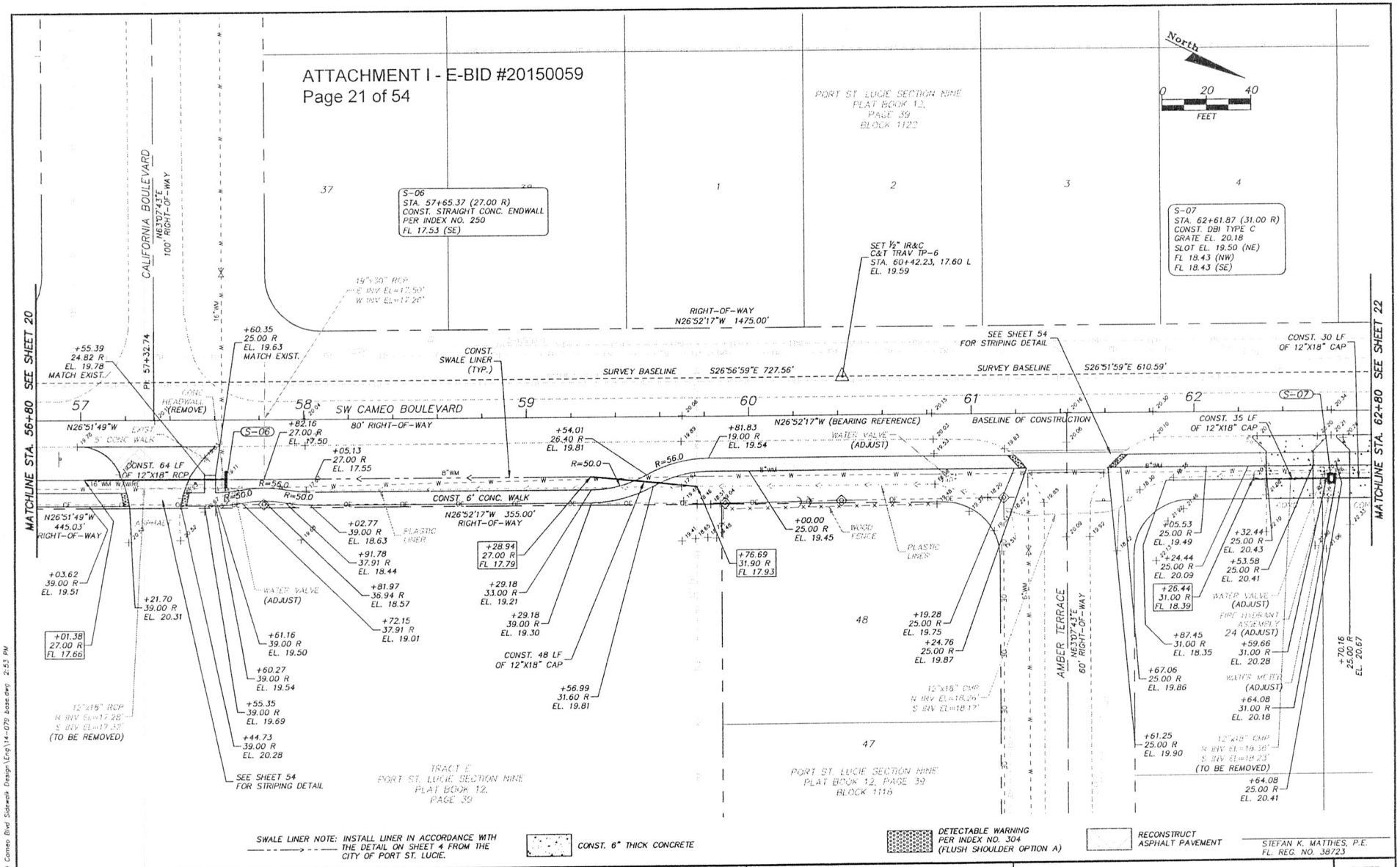

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKM 7-29-15	DRP 7-29-15
CHECKED BY	CHECKED BY
SKM	

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
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PHONE: 772-464-3535 • FAX: 772-464-3537 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 1296

CITY OF PORT ST. LUCIE		
PROJECT NAME	FINANCIAL PROJECT ID	
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01	

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 21

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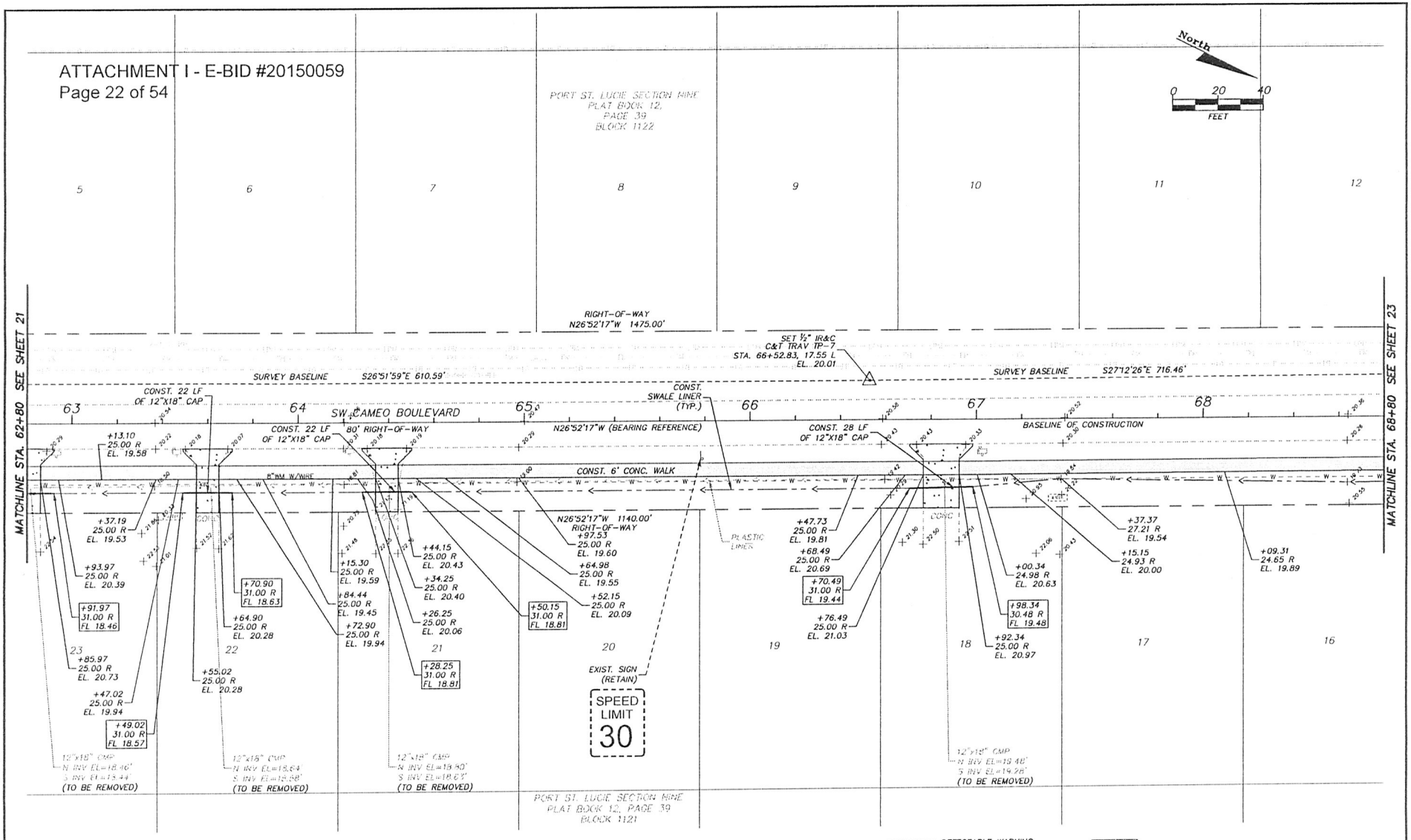

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
3991 SE WATER AVENUE, SUITE 1 ● PORT SAINT LUCIE, FLORIDA 34983
PHONE 772-464-3535 ● FAX 772-464-3537 ● WWW.CTENGINEERING.COM
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 6281

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 22

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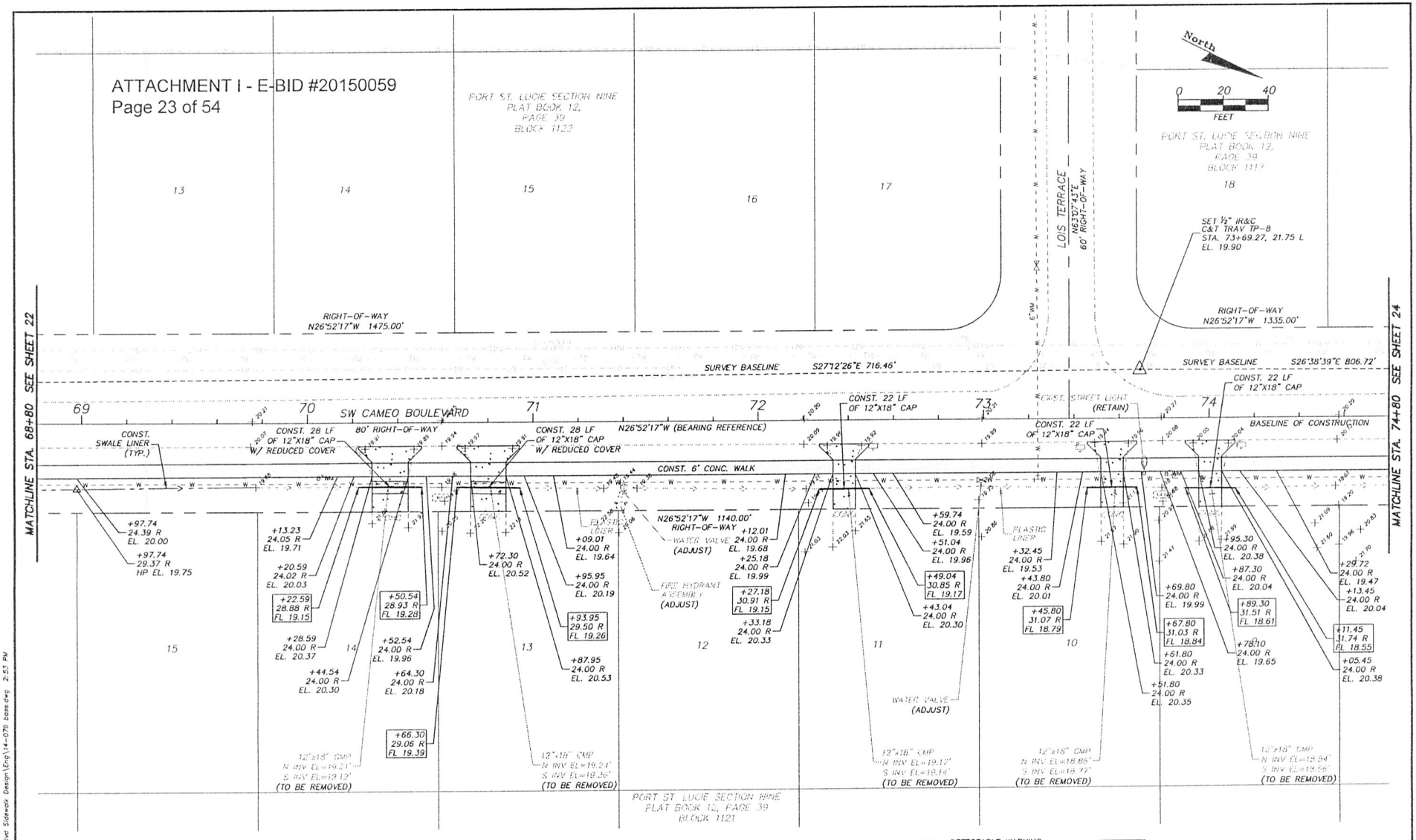

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3351 • FAX 772-464-3452 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 23

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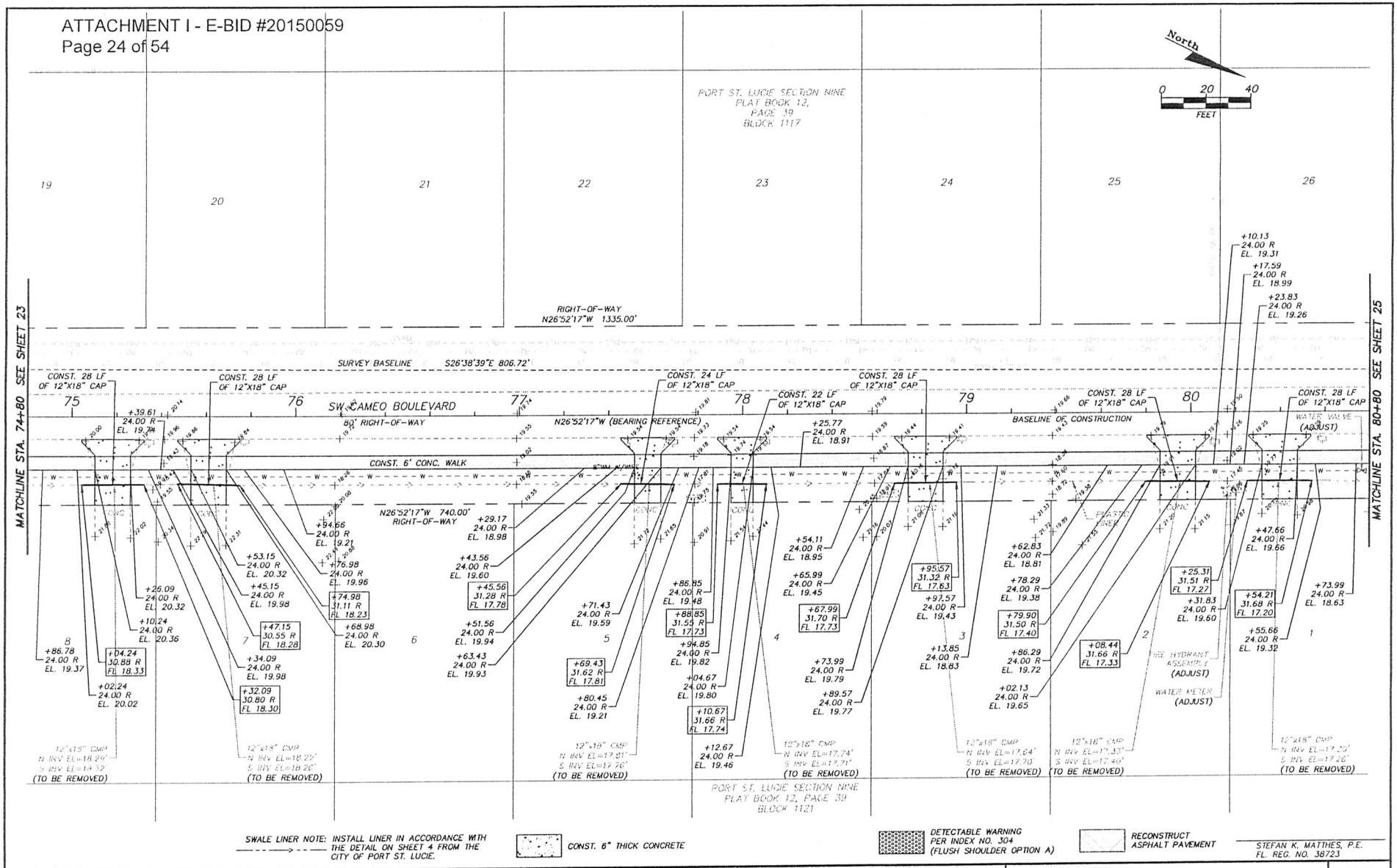

SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E. FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079

DESIGNED BY	DRAWN BY
SKW 7-29-15	DRP 7-29-15
CHECKED BY SKW	CHECKED BY

ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
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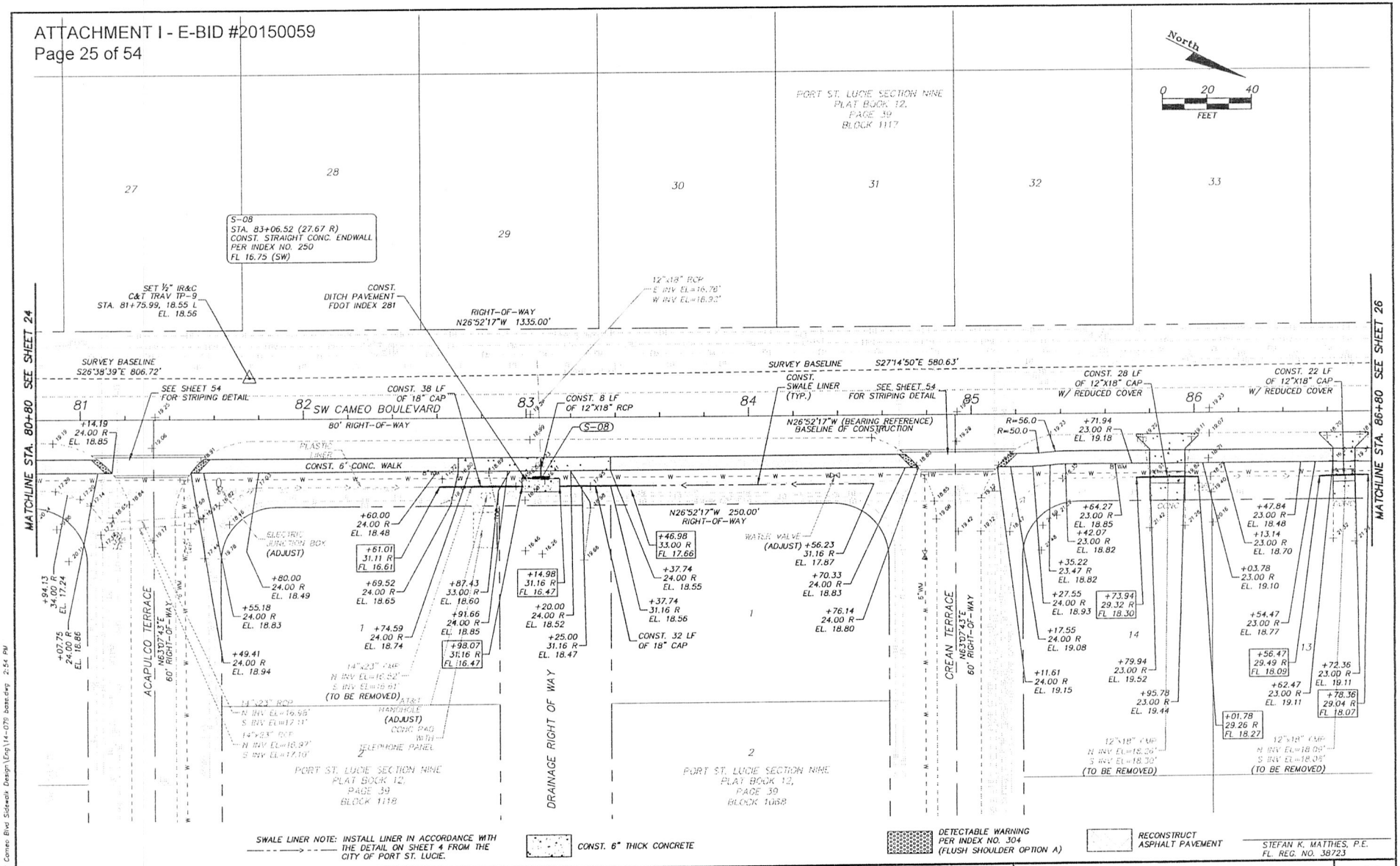
2980 S.E. 7th St., SUITE E • FORT PIERCE, FLORIDA 34982
PHONE 772-464-3435 • FAX 772-464-3607 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 4266

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
PLAN SHEET

SHEET NO. 24

P:\Proj-2014\14-079 Cameo Blvd Sidewalk Design\Eng\14-079 base.dwg 2:53 PM



SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.

CONST. 6" THICK CONCRETE

DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)

RECONSTRUCT ASPHALT PAVEMENT

STEFAN K. MATTHES, P.E. FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKW 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKW | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2858 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1357 • FAX 772-464-3797 • www.ctterp.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS C.O.A. NO. 4286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 25

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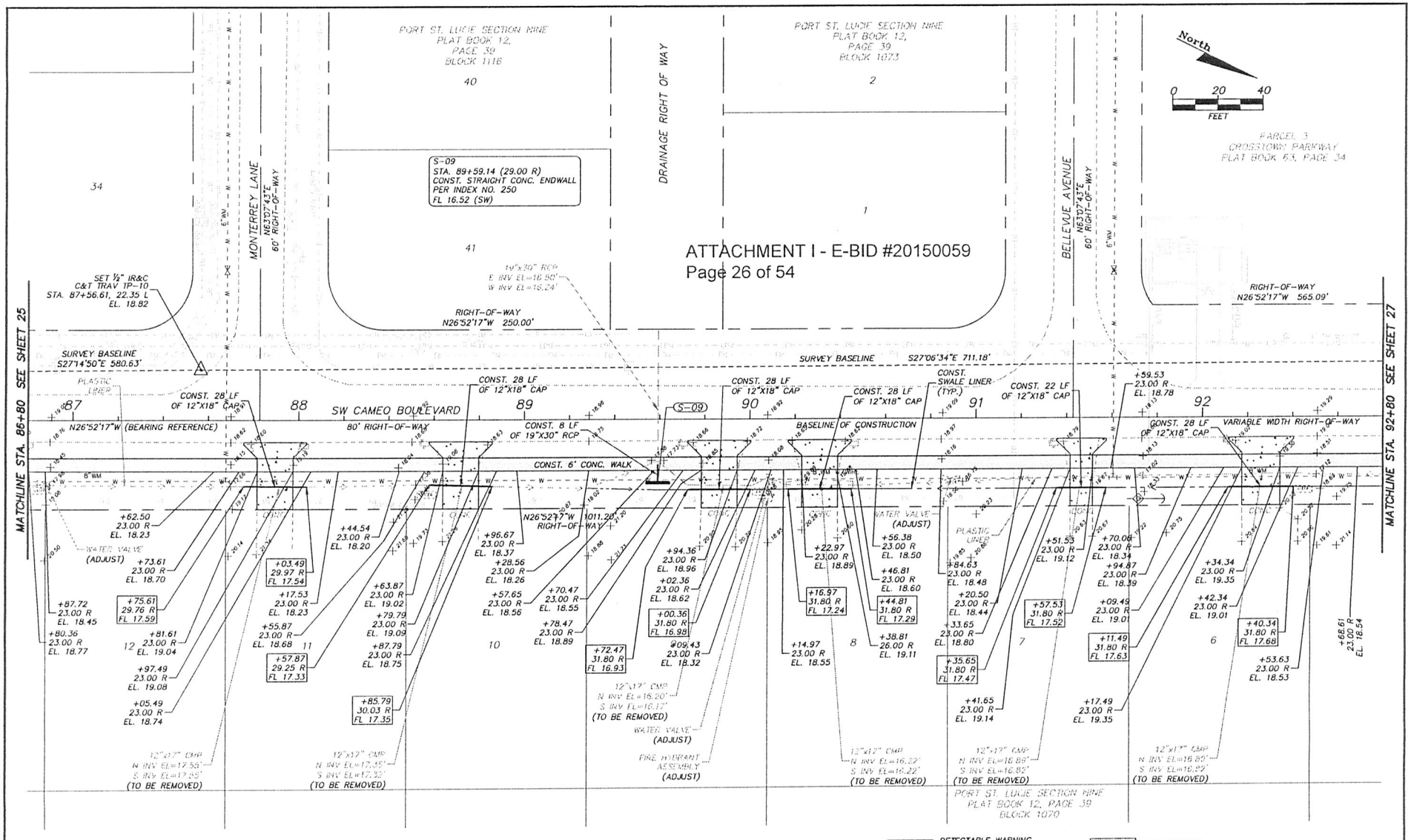
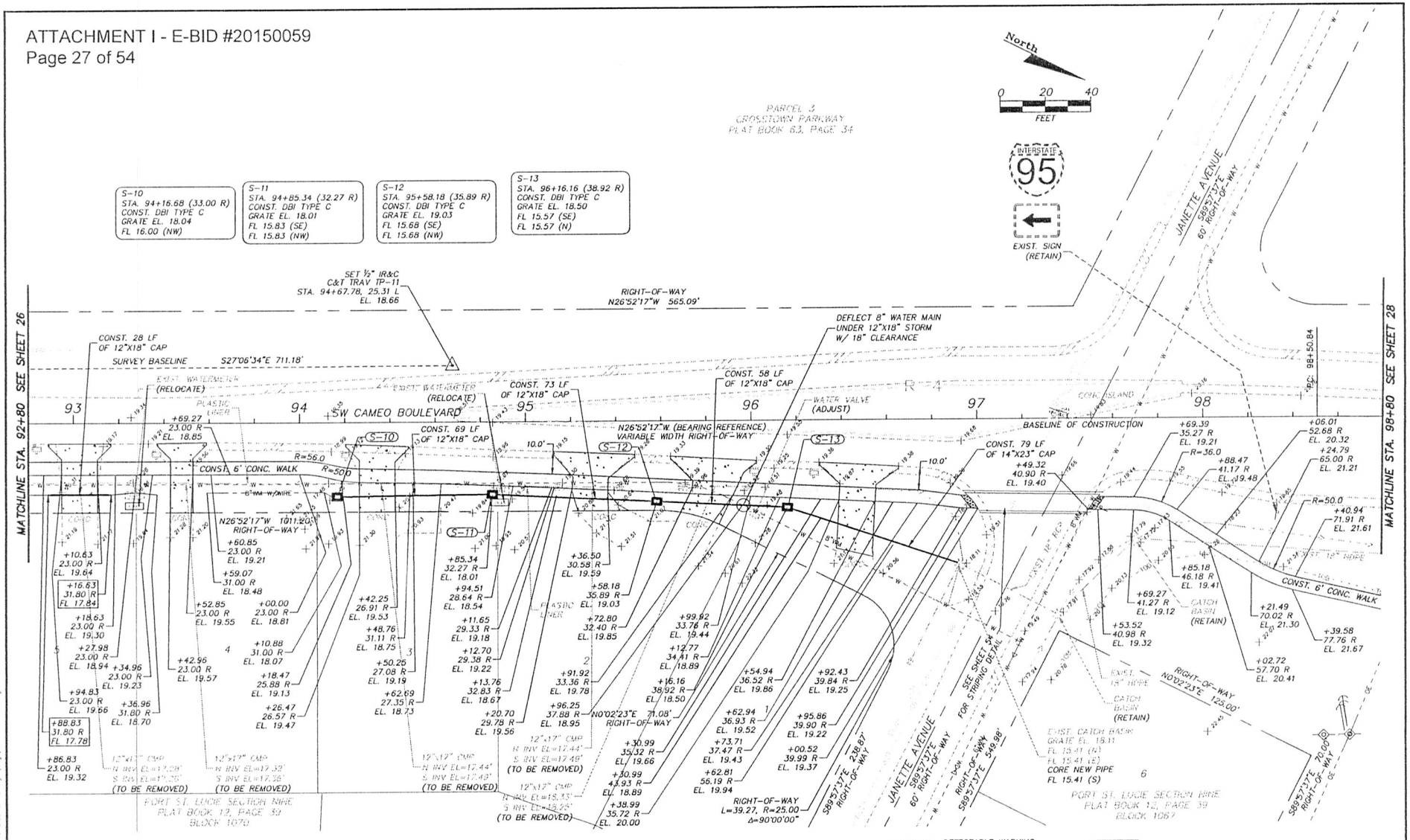

ATTACHMENT I - E-BID #20150059
Page 26 of 54
PORT ST. LUCIE SECTION NINE
PLAT BOOK 12,
PAGE 39
BLOCK 1116
PORT ST. LUCIE SECTION NINE
PLAT BOOK 12,
PAGE 39
BLOCK 1073
DRAINAGE RIGHT OF WAY
MONTERREY LANE
N63°07'43"E
60' RIGHT-OF-WAY
BELLEVUE AVENUE
N63°07'43"E
60' RIGHT-OF-WAY
North
0 20 40
FEET
PARCEL 3
CROSSTOWN PARKWAY
PLAT BOOK 63, PAGE 34
S-09
STA. 89+59.14 (29.00 R)
CONST. STRAIGHT CONC. ENDWALL
PER INDEX NO. 250
FL 16.52 (SW)
19"X30" RCP
E. INV. EL=16.50'
W. INV. EL=16.24'
RIGHT-OF-WAY
N26°52'17"W 250.00'
RIGHT-OF-WAY
N26°52'17"W 565.09'
SET ½" IR&C
C&T TRAV TP-10
STA. 87+56.61, 22.35 L
EL. 18.82
SURVEY BASELINE
S27°14'50"E 580.63'
SURVEY BASELINE S27°06'34"E 711.18'
MATCHLINE STA. 86+80 SEE SHEET 25
MATCHLINE STA. 92+80 SEE SHEET 27
SW CAMEO BOULEVARD
80' RIGHT-OF-WAY
BASELINE OF CONSTRUCTION
VARIABLE WIDTH RIGHT-OF-WAY
N26°52'17"W (BEARING REFERENCE)
N26°52'17"W 1011.28'
RIGHT-OF-WAY
CONST. 6' CONC. WALK
CONST. 28 LF OF 12"X18" CAP
CONST. 8 LF OF 19"X30" RCP
CONST. SWALE LINER (TYP.)
CONST. 22 LF OF 12"X18" CAP
CONST. 28 LF OF 12"X18" CAP
PLASTIC LINER
WATER VALVE (ADJUST)
FIRE HYDRANT ASSEMBLY (ADJUST)
12"X17" CMP
N. INV. EL=17.55'
S. INV. EL=17.35'
(TO BE REMOVED)
12"X17" CMP
N. INV. EL=17.45'
S. INV. EL=17.32'
(TO BE REMOVED)
12"X17" CMP
N. INV. EL=16.20'
S. INV. EL=16.17'
(TO BE REMOVED)
12"X17" CMP
N. INV. EL=16.32'
S. INV. EL=16.22'
(TO BE REMOVED)
12"X17" CMP
N. INV. EL=16.88'
S. INV. EL=16.82'
(TO BE REMOVED)
12"X17" CMP
N. INV. EL=16.80'
S. INV. EL=16.89'
(TO BE REMOVED)
PORT ST. LUCIE SECTION NINE
PLAT BOOK 12, PAGE 39
BLOCK 1070
SWALE LINER NOTE: INSTALL LINER IN ACCORDANCE WITH THE DETAIL ON SHEET 4 FROM THE CITY OF PORT ST. LUCIE.
CONST. 6" THICK CONCRETE
DETECTABLE WARNING PER INDEX NO. 304 (FLUSH SHOULDER OPTION A)
RECONSTRUCT ASPHALT PAVEMENT
STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723
REVISIONS
DATE BY DESCRIPTION DATE BY DESCRIPTION
C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15
DRAWN BY DRP 7-29-15
CHECKED BY SKM
CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
CITY OF PORT ST. LUCIE
PROJECT NAME: SW CAMEO BOULEVARD SIDEWALK DESIGN
FINANCIAL PROJECT ID: 433195-1-58-01
CAMEO BOULEVARD
PLAN SHEET
SHEET NO. 26
P:\Proj-2014\14-079 Cameo Blvd Sidewalk Design\Eng\14-079 base.dwg 2:54 PM



STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
3551 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-461-1357 • FAX 772-464-3987 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4266

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 27

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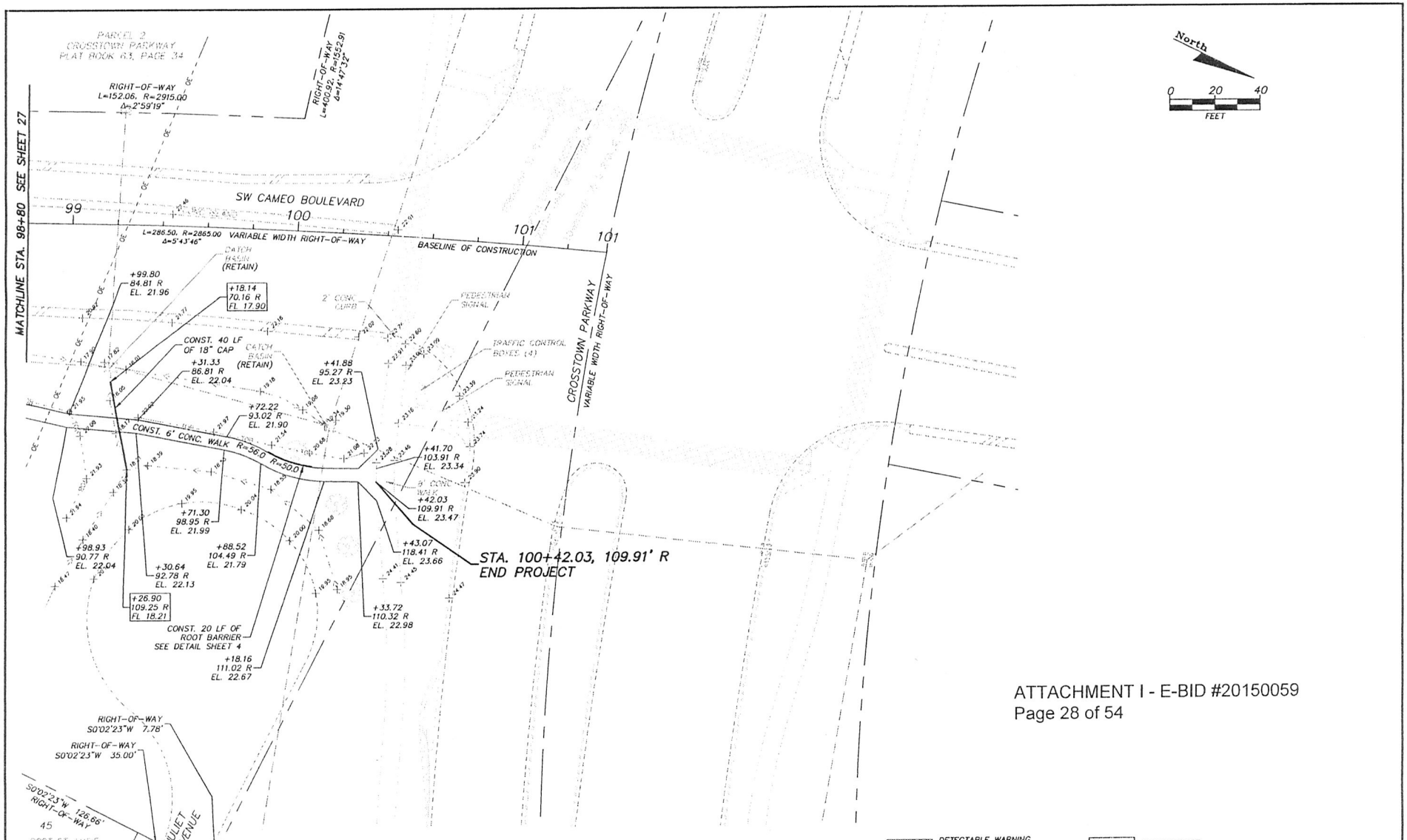

ATTACHMENT I - E-BID #20150059
Page 28 of 54

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3597 • FAX 772-464-3607 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 6266

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD PLAN SHEET

SHEET NO. 28

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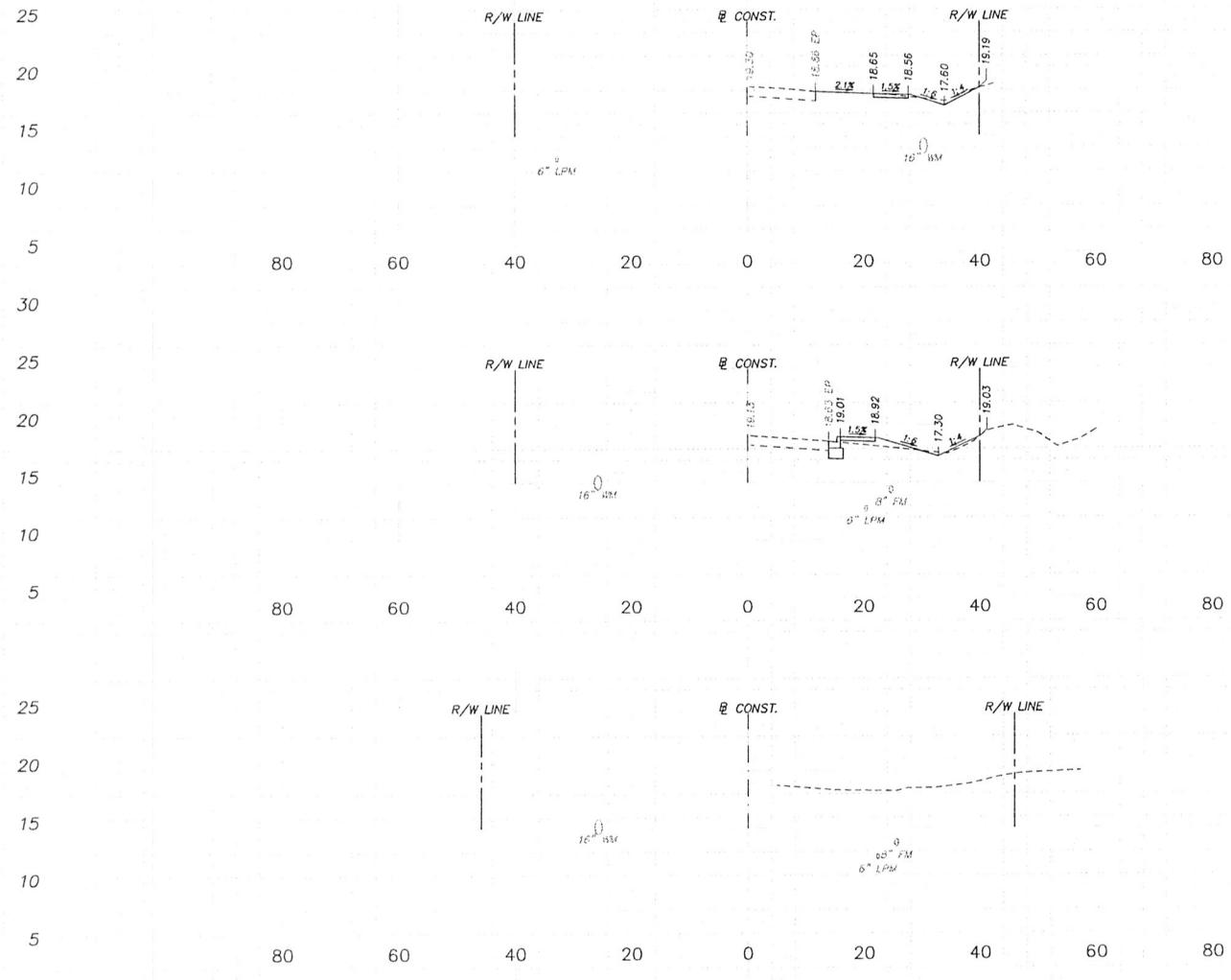

14+00.0

12+00.0

10+58.9

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
14+00.0			3.79		0.29	
				30.15		21.10
12+00.0			4.35		5.41	
				11.36		14.13
10+58.9			0.00		0.00	

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1557 • FAX 772-464-3537 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4356

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 29

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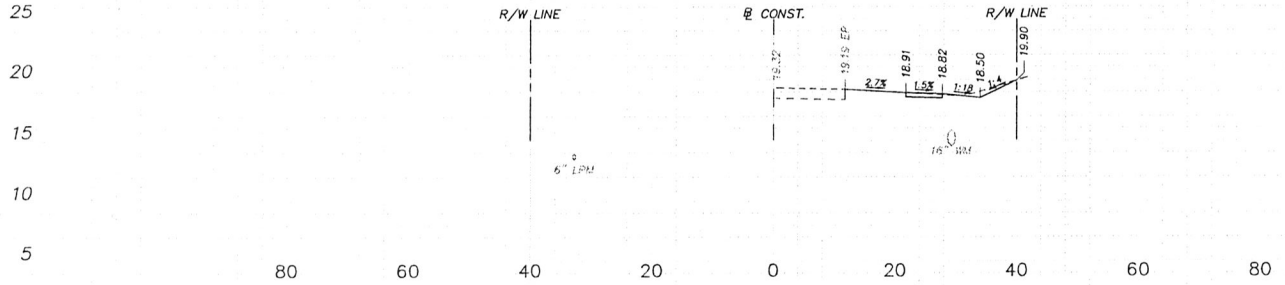
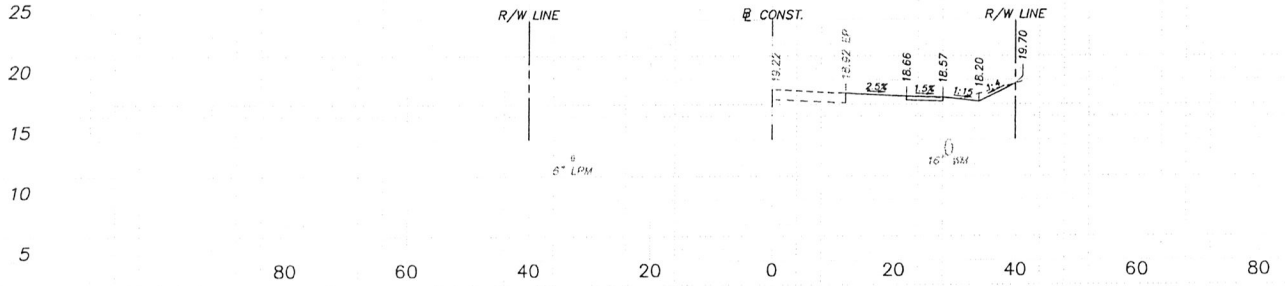
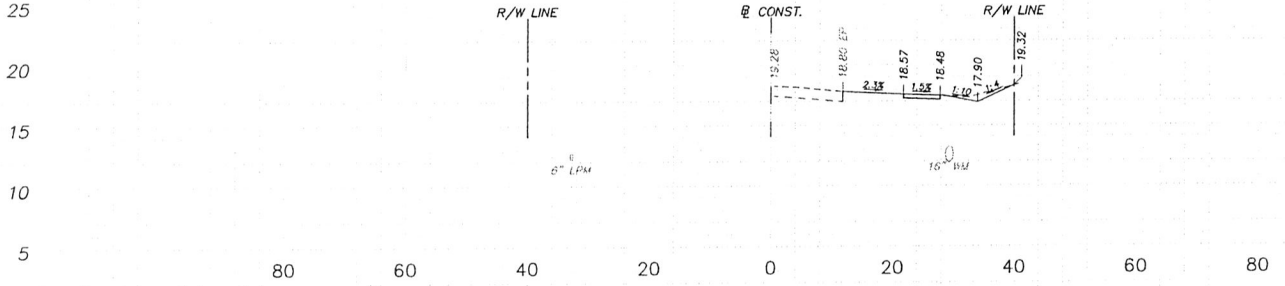


20+00.0



18+00.0



16+00.0

	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
20+00.0			4.13		0.16	
				33.72		0.90
18+00.0			4.97		0.08	
				36.42		0.59
16+00.0			4.86		0.08	
				32.04		1.37

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 S.W. 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3597 • FAX: 772-464-3967 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 1266

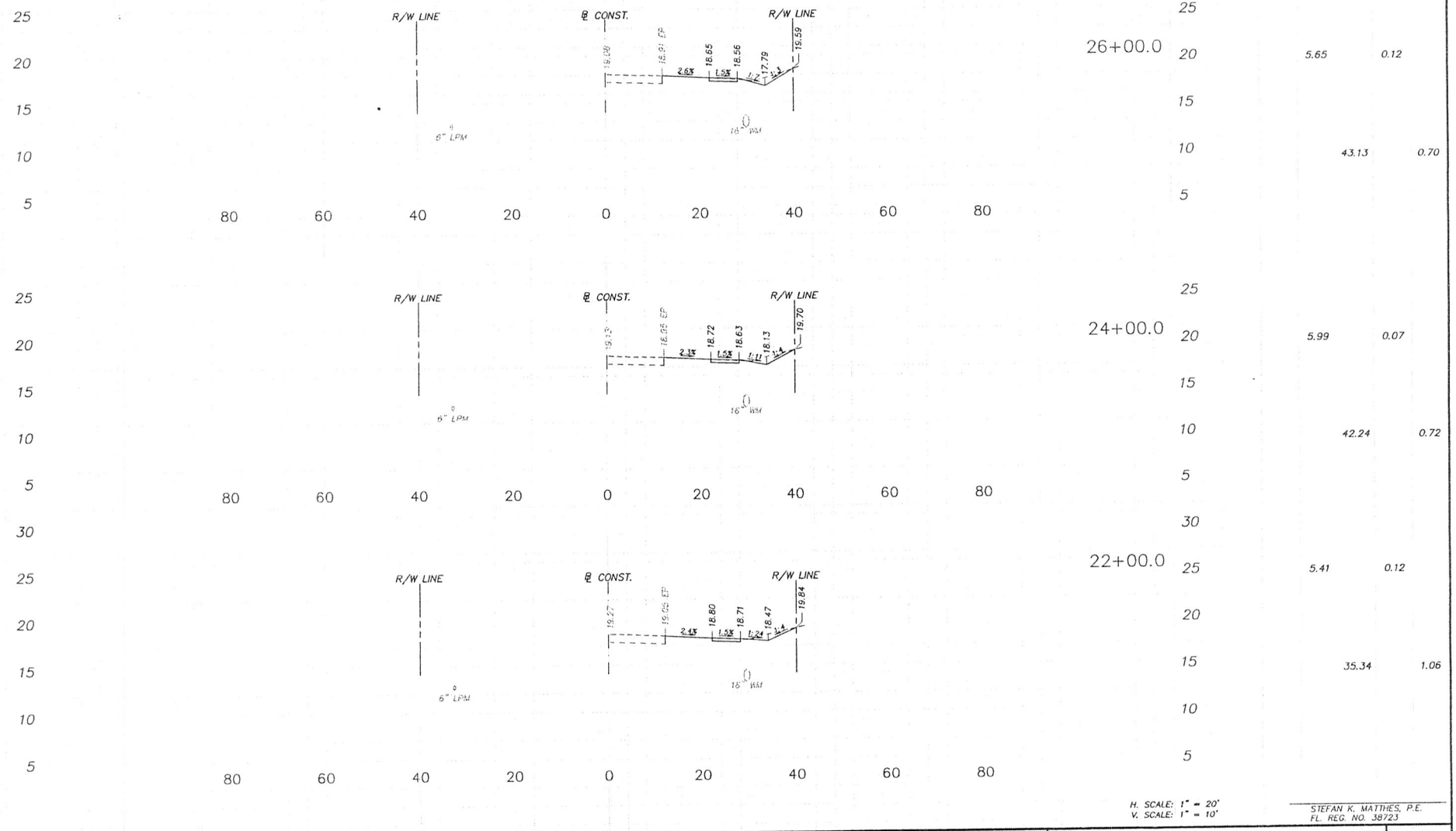
CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 30

P:\Proj-2014\14-079 Cameo Blvd Sidewalk Design\Eng\14-079 base.dwg 3:07 PM



	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
26+00.0			5.65		0.12	
				43.13		0.70
24+00.0			5.99		0.07	
				42.24		0.72
22+00.0			5.41		0.12	
				35.34		1.06

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-468-3101 • FAX 772-468-3907 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 6266

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 31

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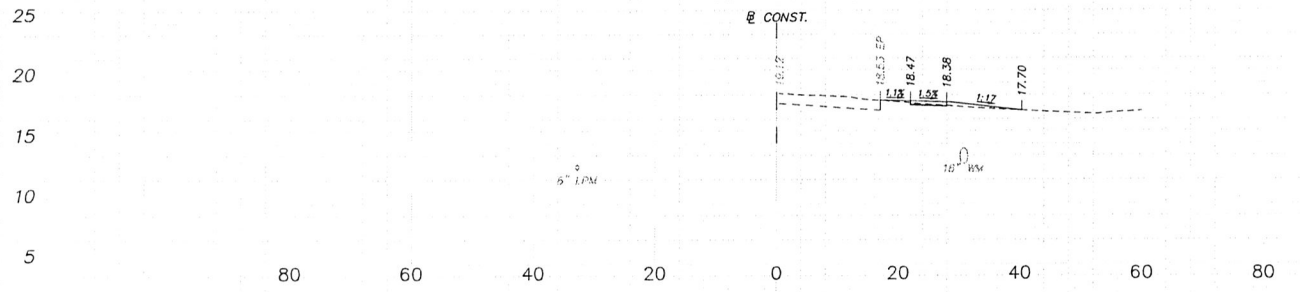

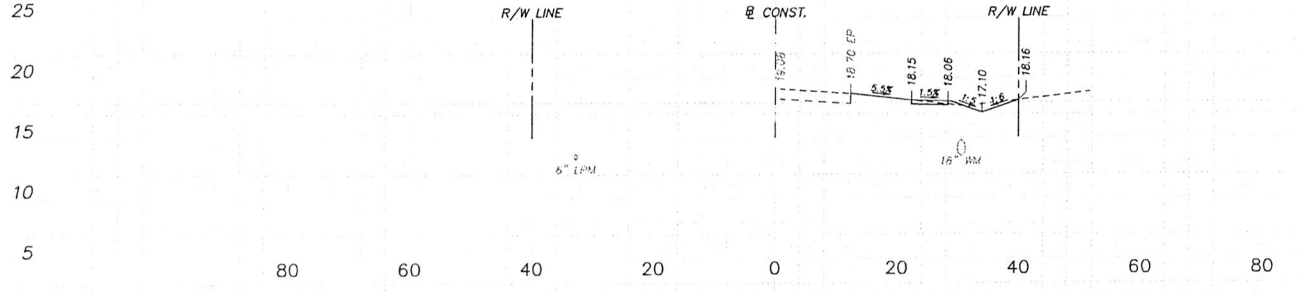

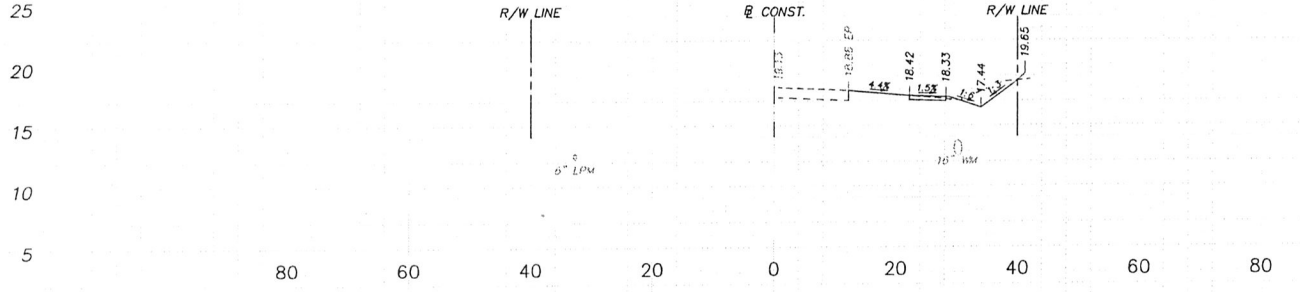

	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
32+00.0			0.61		2.56	
				18.71		11.03
30+00.0			4.44		0.42	
				47.90		2.58
28+00.0			8.49		0.28	
				52.38		1.47

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2950 SOUTH 25th AVENUE • FORT PIERCE, FLORIDA 34981
PHONE 772-461-1033 • FAX 772-461-3057 • www.ctterp.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 32

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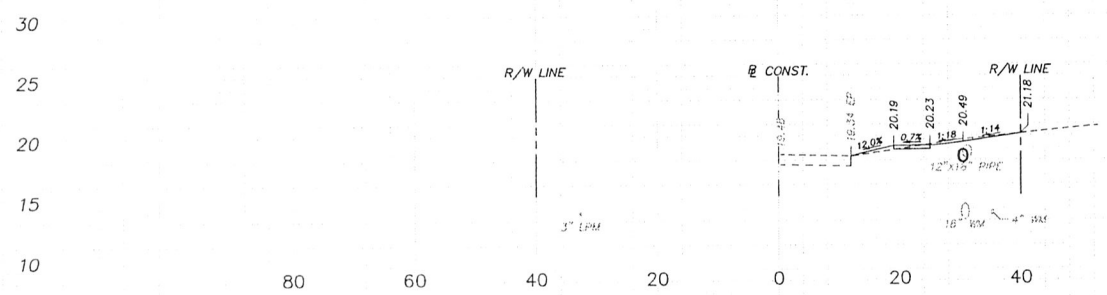
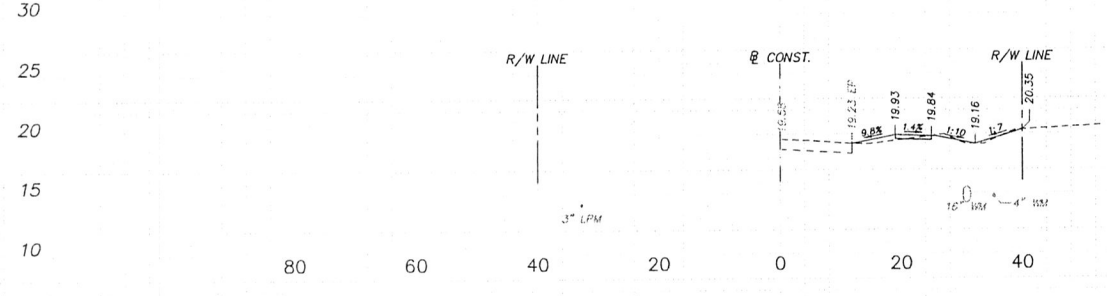
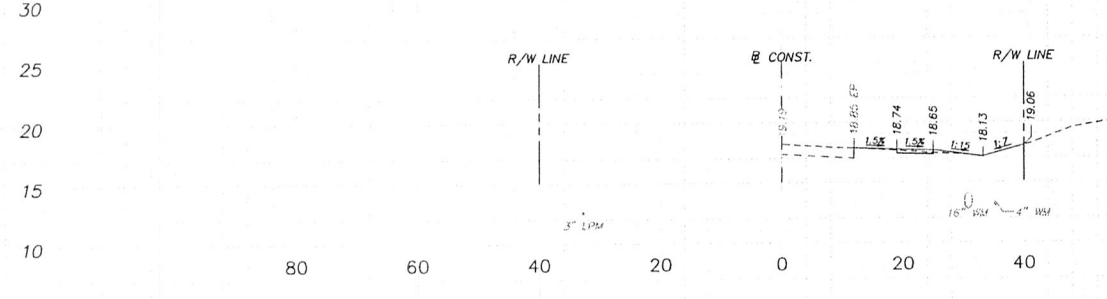


38+00.0



36+00.0



34+00.0

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
38+00.0			3.32		1.31	
				18.14		15.46
36+00.0			1.58		2.87	
				9.98		14.52
34+00.0			1.12		1.05	
				6.39		13.38

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKW 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKW | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2553 S. 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1551 • FAX 772-464-9492 • www.ctengineering.com
STATE OF FLORIDA DESIGN CERTIFICATE OF PROFESSIONAL ENGINEER AUTHORIZATION NO. 6266

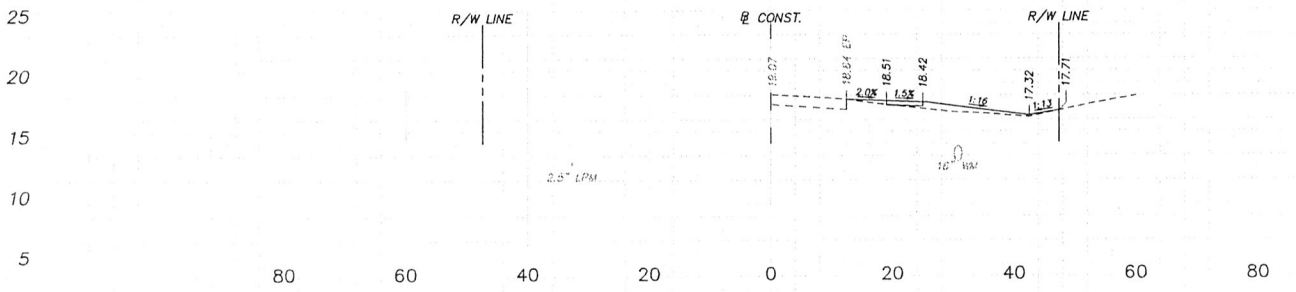
CITY OF PORT ST. LUCIE

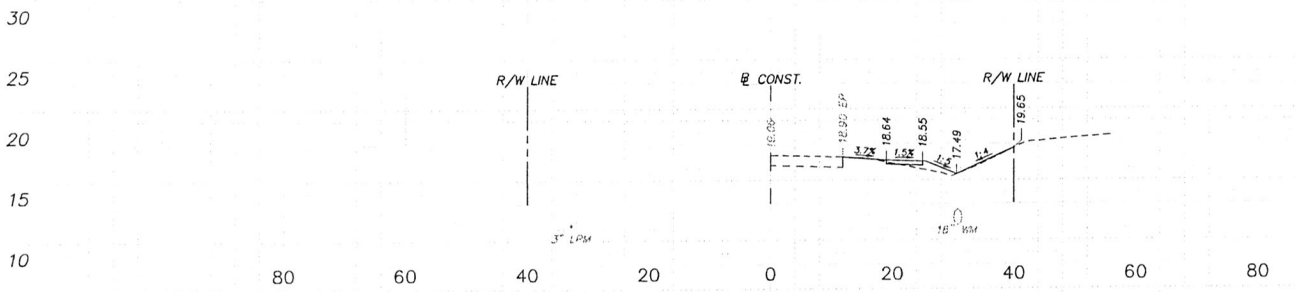
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

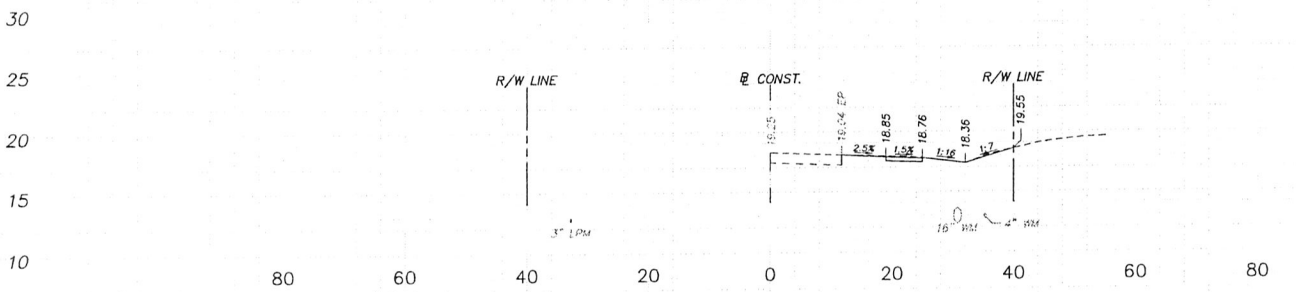
CAMEO BOULEVARD CROSS SECTIONS

SHEET NO. 33

P:\Proj-2014\14-079 Cameo Blvd Sidewalk Design\Eng\14-079 base.dwg 3:07 PM







	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
44+00.0			0.02		8.22	
				1.27		44.79
42+00.0			0.32		3.87	
				13.92		14.35
40+00.0			3.44		0.00	
				25.02		4.84

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3617 • FAX 772-464-3657 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4266

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 34

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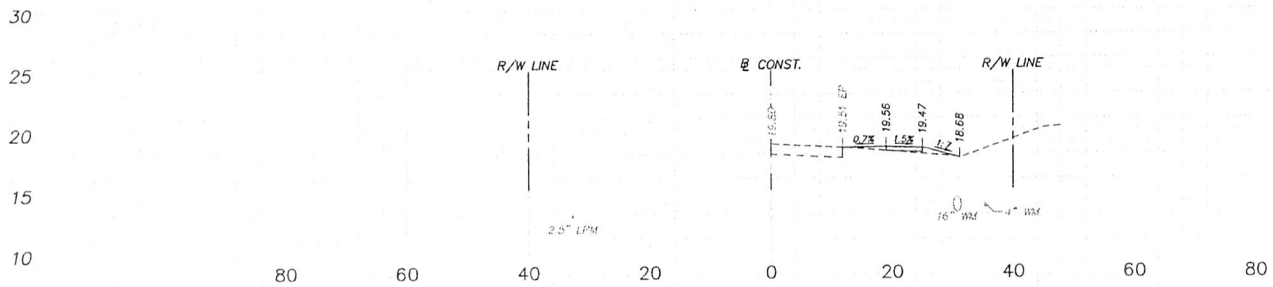

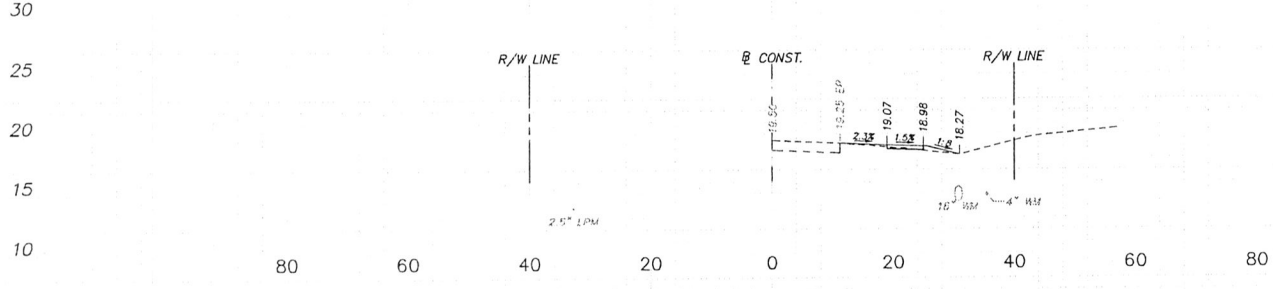

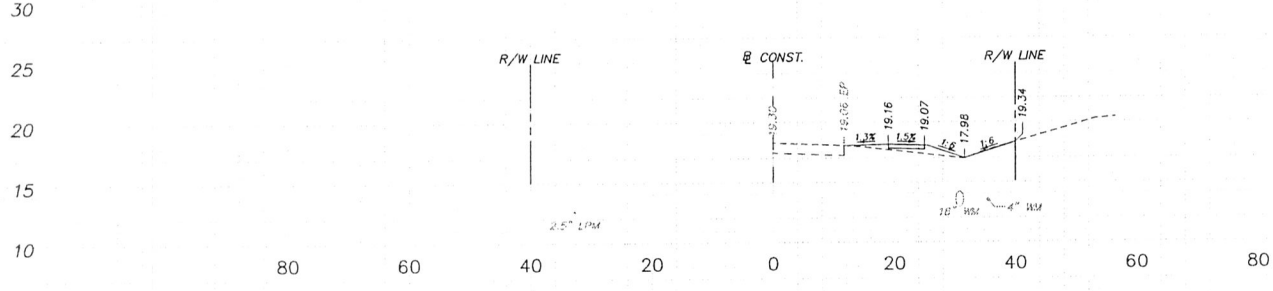

	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
50+00.0			0.01		2.79	
				1.84		17.58
48+00.0			0.48		1.96	
				3.05		28.44
46+00.0			0.34		5.72	
				1.33		51.62

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-1797 • FAX 772-464-6315 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 4206

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 35

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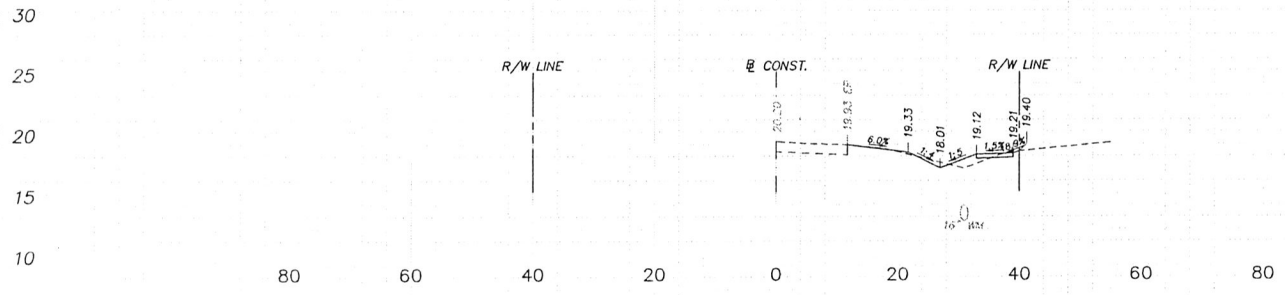
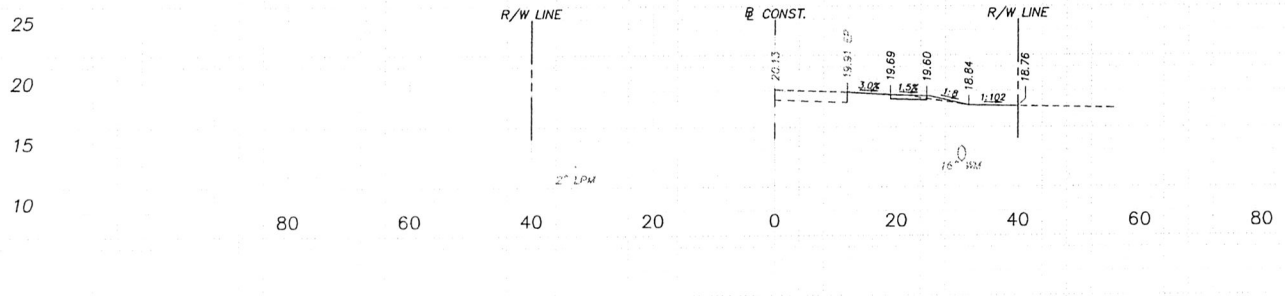
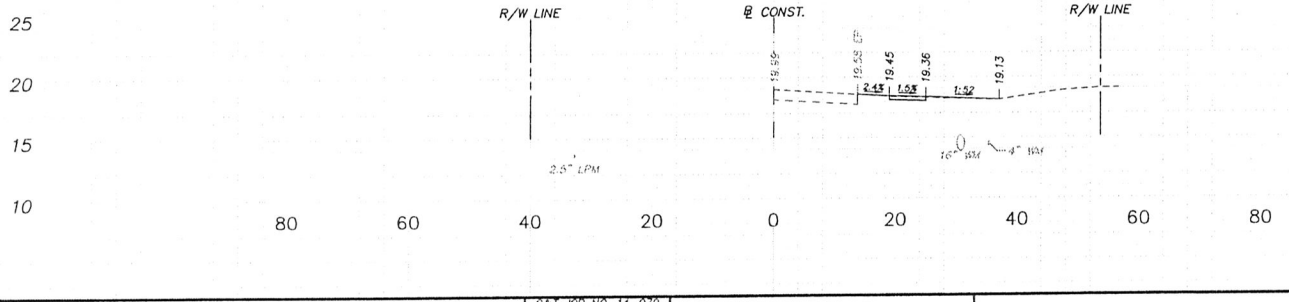


56+00.0



54+00.0



52+00.0

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
56+00.0			2.55		3.24	
				16.23		15.28
54+00.0			1.83		0.89	
				12.92		5.50
52+00.0			1.66		0.60	
				6.19		12.55

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO. 14-079	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15
						CHECKED BY SKM	CHECKED BY
						ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 6266

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 36

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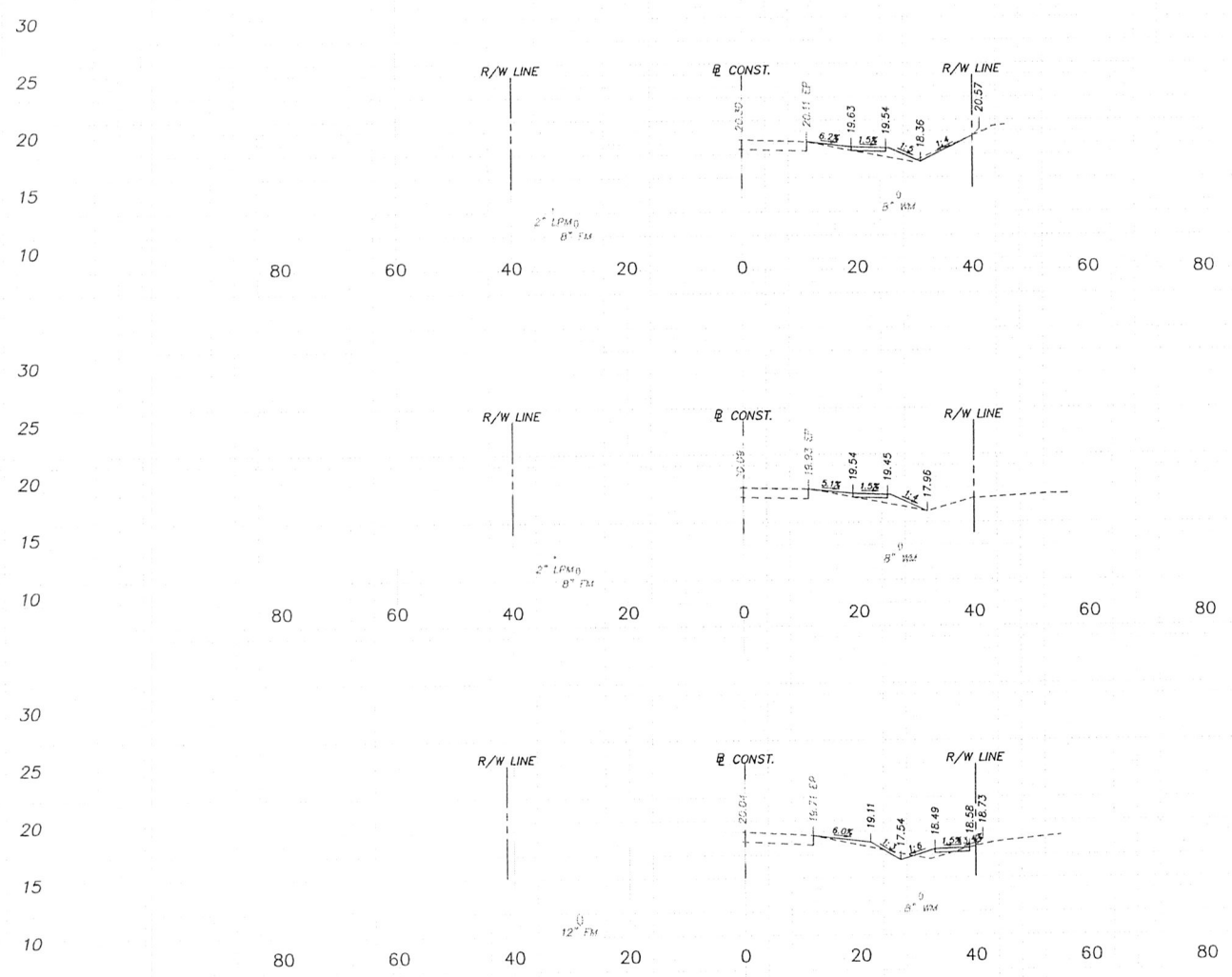

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
62+00.0			1.29		5.40	
				4.79		40.36

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
60+00.0			0.00		5.49	
				7.66		40.12

	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
58+00.0			2.07		5.34	
				17.11		31.77

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3597 • FAX: 772-464-3670 • www.culpepperterpening.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 6256

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD CROSS SECTIONS

SHEET NO. 37

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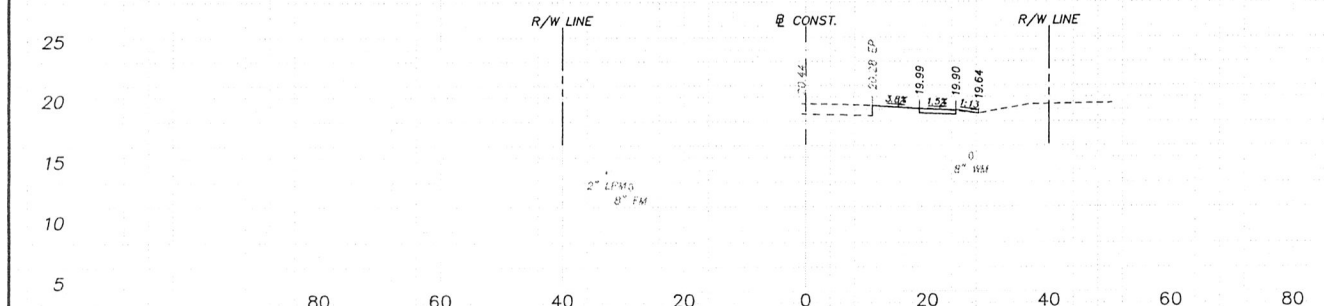
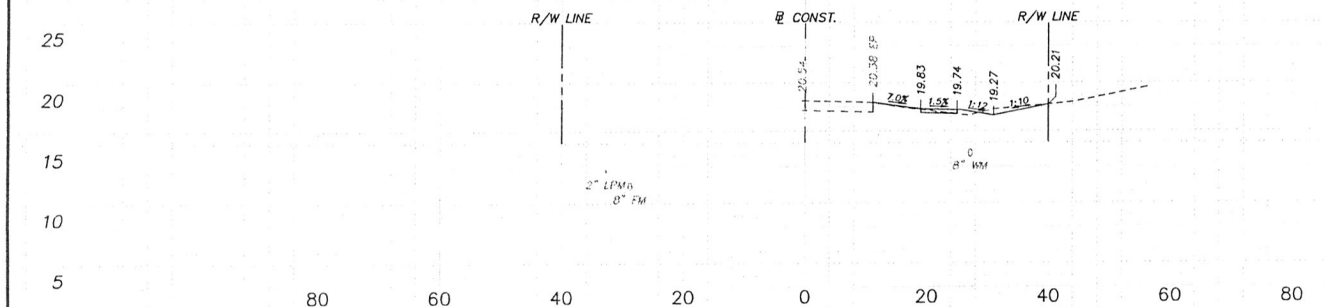


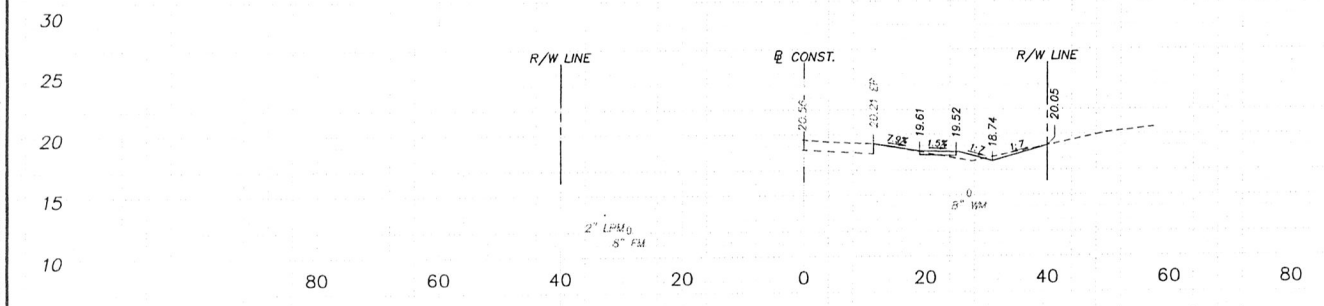
68+00.0

SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
		2.32		0.22	
			22.61		5.74



66+00.0

SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
		3.78		1.33	
			22.52		13.89



64+00.0

SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
		2.30		2.42	
			13.30		28.98

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKW 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKW | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3597 • FAX 772-464-3607 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD CROSS SECTIONS

SHEET NO. 38

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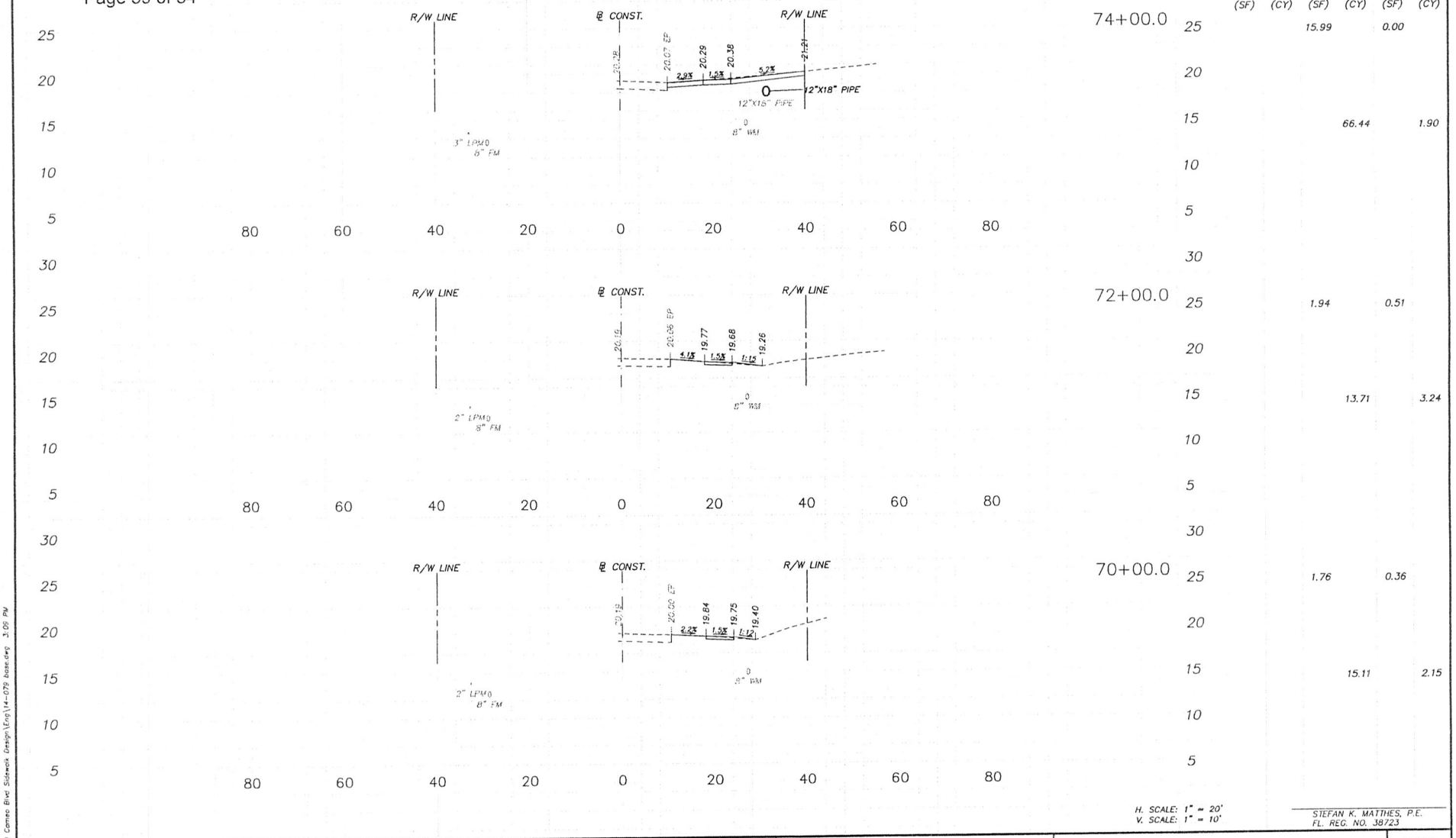

	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
74+00.0			15.99		0.00	
				66.44		1.90
72+00.0			1.94		0.51	
				13.71		3.24
70+00.0			1.76		0.36	
				15.11		2.15

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

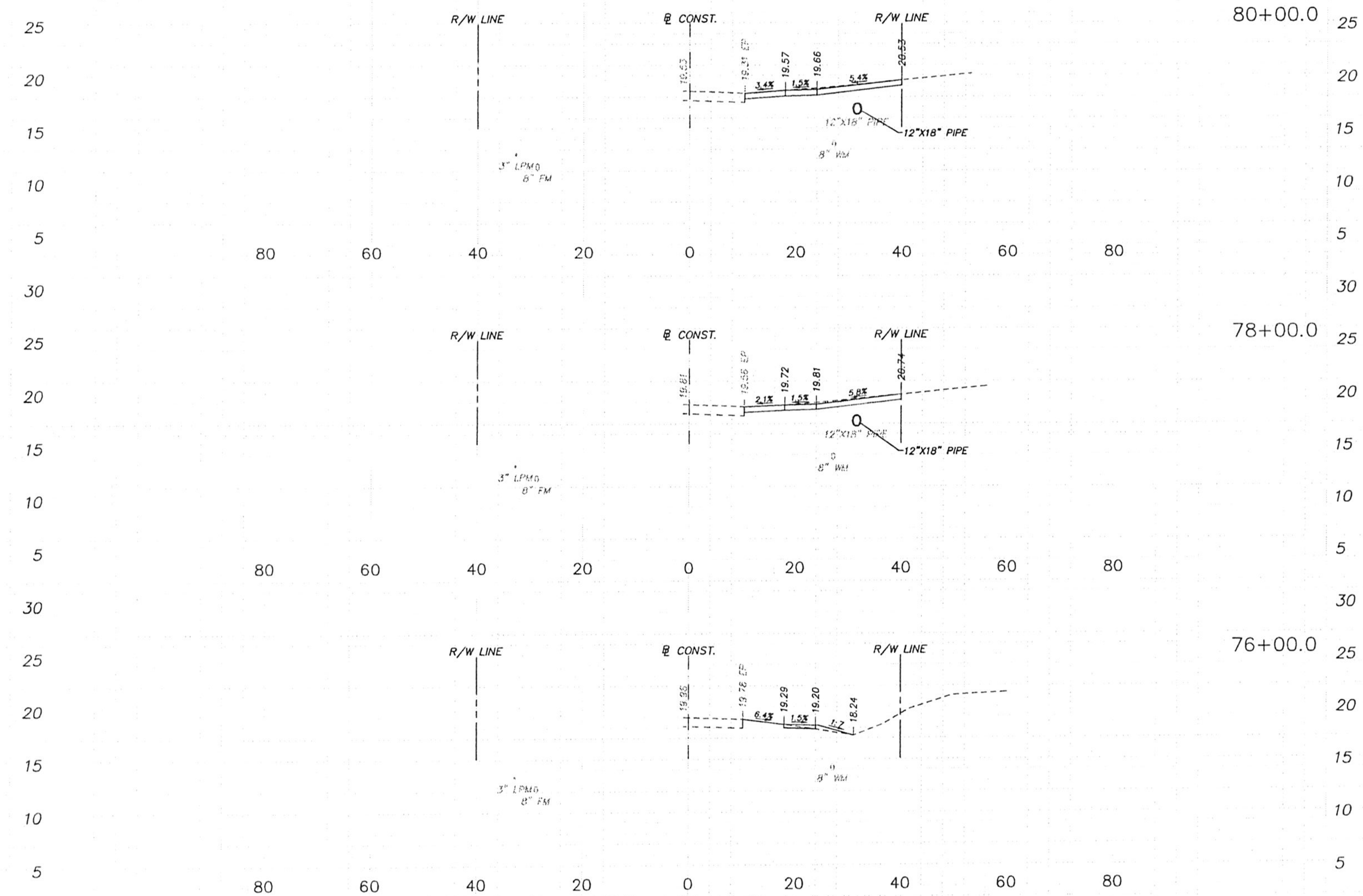
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
3249 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3500 • FAX 772-464-3697 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 3286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD CROSS SECTIONS

SHEET NO. 39



Station	SUBSOIL EXC. A (SF)	SUBSOIL EXC. V (CY)	REGULAR EXC. A (SF)	REGULAR EXC. V (CY)	EMBK. A (SF)	EMBK. V (CY)
80+00.0			16.01	120.87	0.00	0.00
78+00.0			16.62	65.17	0.00	5.57
76+00.0			0.98	62.85	1.50	5.57

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079	
DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15
CHECKED BY SKM	CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 40

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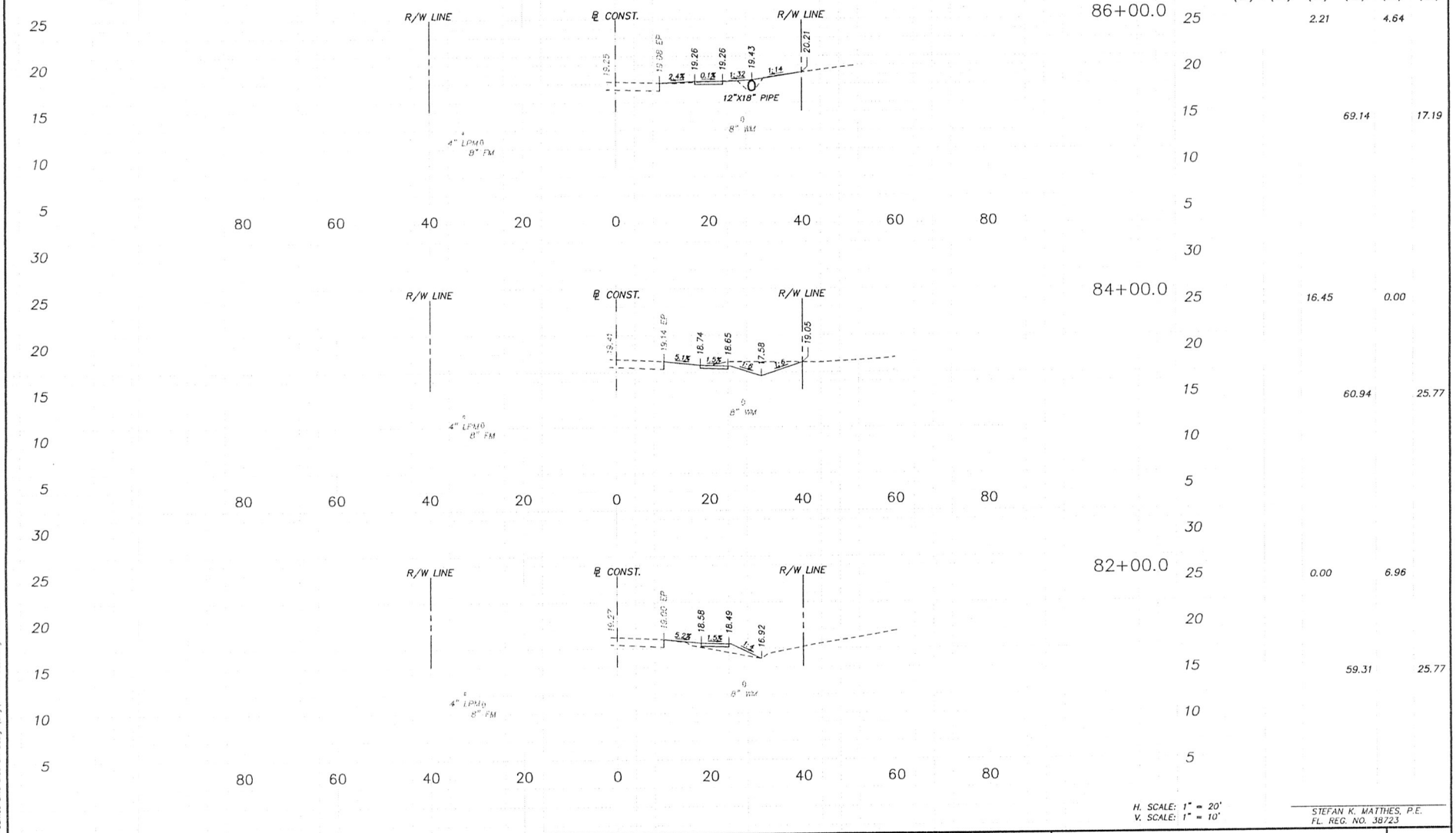

	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
86+00.0			2.21		4.64	
				69.14		17.19
84+00.0			16.45		0.00	
				60.94		25.77
82+00.0			0.00		6.96	
				59.31		25.77

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2500 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-7337 • FAX: 772-464-7457 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION NO. 6286

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 41

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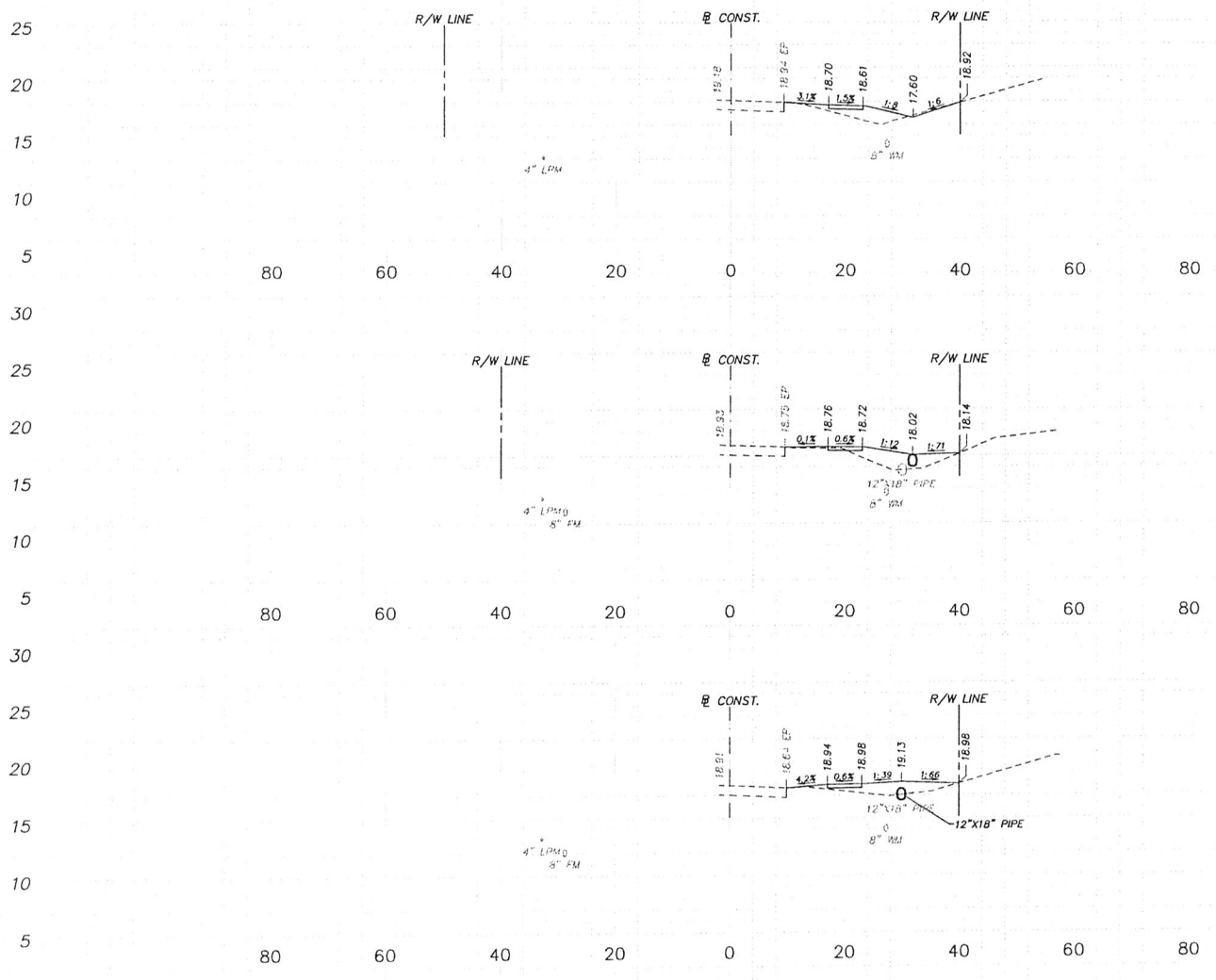

	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
92+00.0			0.95		11.91	
				5.74		117.80
90+00.0			0.60		19.89	
				2.23		135.03
88+00.0			0.00		16.57	
				8.20		78.54

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO 14-079	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15
						CHECKED BY SKM	CHECKED BY
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2580 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3322 • FAX 772-464-3327 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 6266

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD CROSS SECTIONS

SHEET NO. 42

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	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
98+00.0			0.01		12.86	
				13.75		74.54
96+00.0			3.70		7.27	
				23.47		56.32
94+00.0			2.64		7.94	
				13.29		73.52

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2959 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3597 • FAX 772-464-3607 • www.culpepper.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 3166

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

CAMEO BOULEVARD
CROSS SECTIONS

SHEET NO. 43

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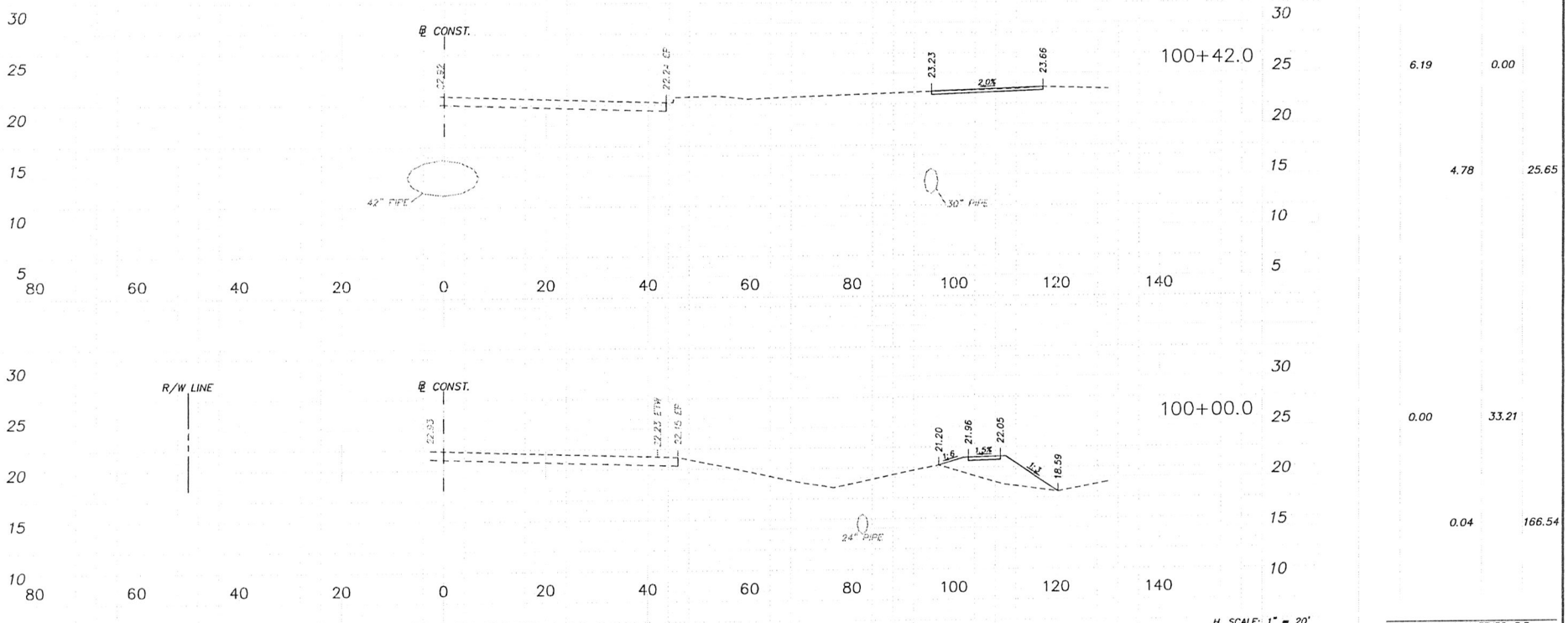
	SUBSOIL EXC.		REGULAR EXC.		EMBK.	
	A (SF)	V (CY)	A (SF)	V (CY)	A (SF)	V (CY)
100+42.0			6.19		0.00	
				4.78		25.65
100+00.0			0.00		33.21	
				0.04		166.54
TOTAL			TOTAL REGULAR EXC. 1330.91 CY		TOTAL EMBK. 1253.75 CY	



H. SCALE: 1" = 20'
V. SCALE: 1" = 10'

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO. 14-079		CULPEPPER & TERPENING, INC	CITY OF PORT ST. LUCIE		CAMEO BOULEVARD CROSS SECTIONS	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15	CONSULTING ENGINEERS | LAND SURVEYORS	PROJECT NAME	FINANCIAL PROJECT ID		44
						CHECKED BY SKM	CHECKED BY	2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981 PHONE 772-464-3597 • FAX 772-464-3992 • www.tandpinc.com STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4261	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723						

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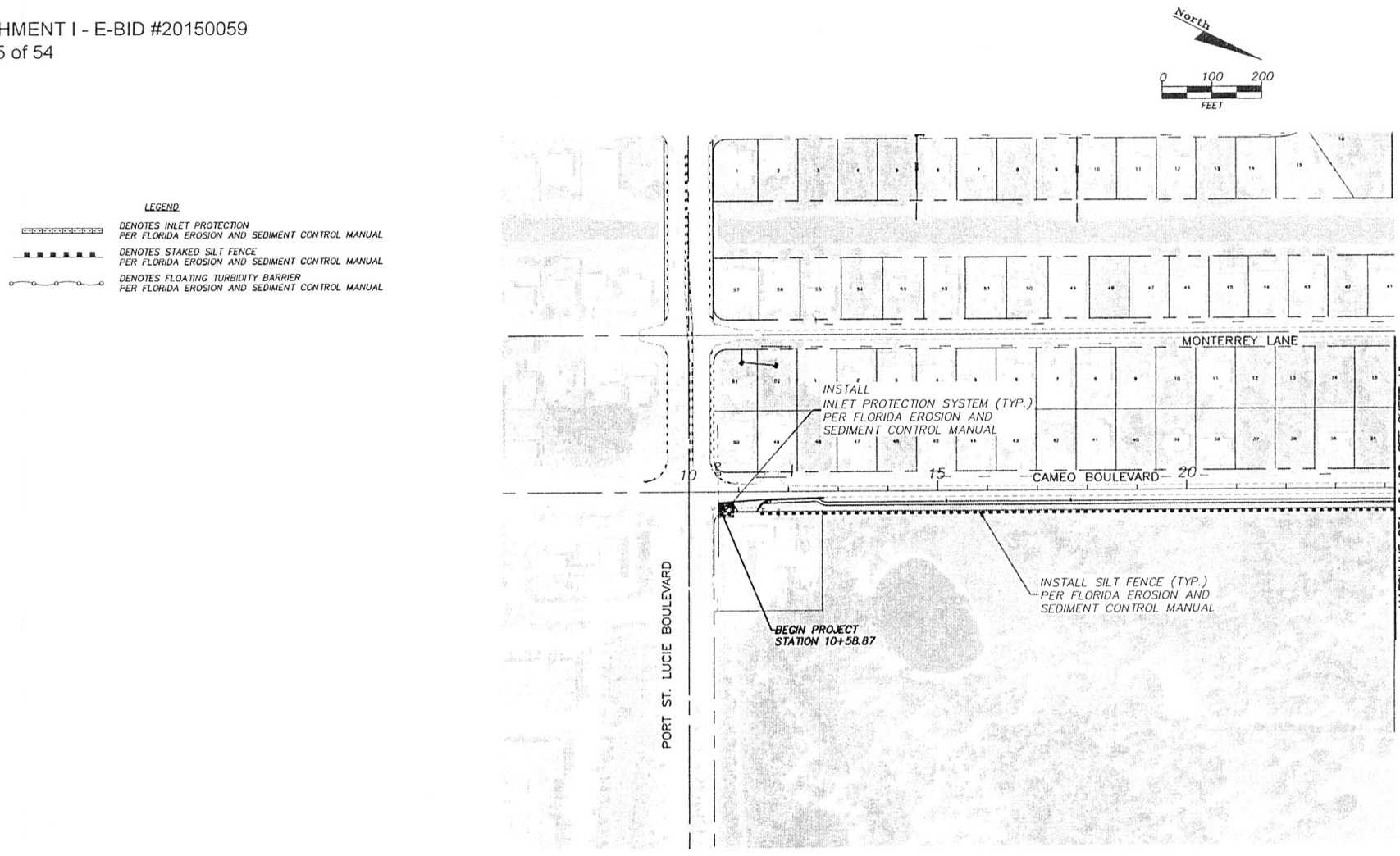

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY .
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE: 772-464-3537 • FAX: 772-464-3670 • www.ctengr.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 6182

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID.
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

EROSION & SEDIMENT CONTROL PLAN

SHEET NO. 45

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LEGEND

DENOTES INLET PROTECTION PER FLORIDA EROSION AND SEDIMENT CONTROL MANUAL

DENOTES STAKED SILT FENCE PER FLORIDA EROSION AND SEDIMENT CONTROL MANUAL

DENOTES FLOATING TURBIDITY BARRIER PER FLORIDA EROSION AND SEDIMENT CONTROL MANUAL

North

0 100 200
FEET

STEFAN K. MATTHIES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHIES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 526

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

EROSION & SEDIMENT CONTROL PLAN

SHEET NO. 46

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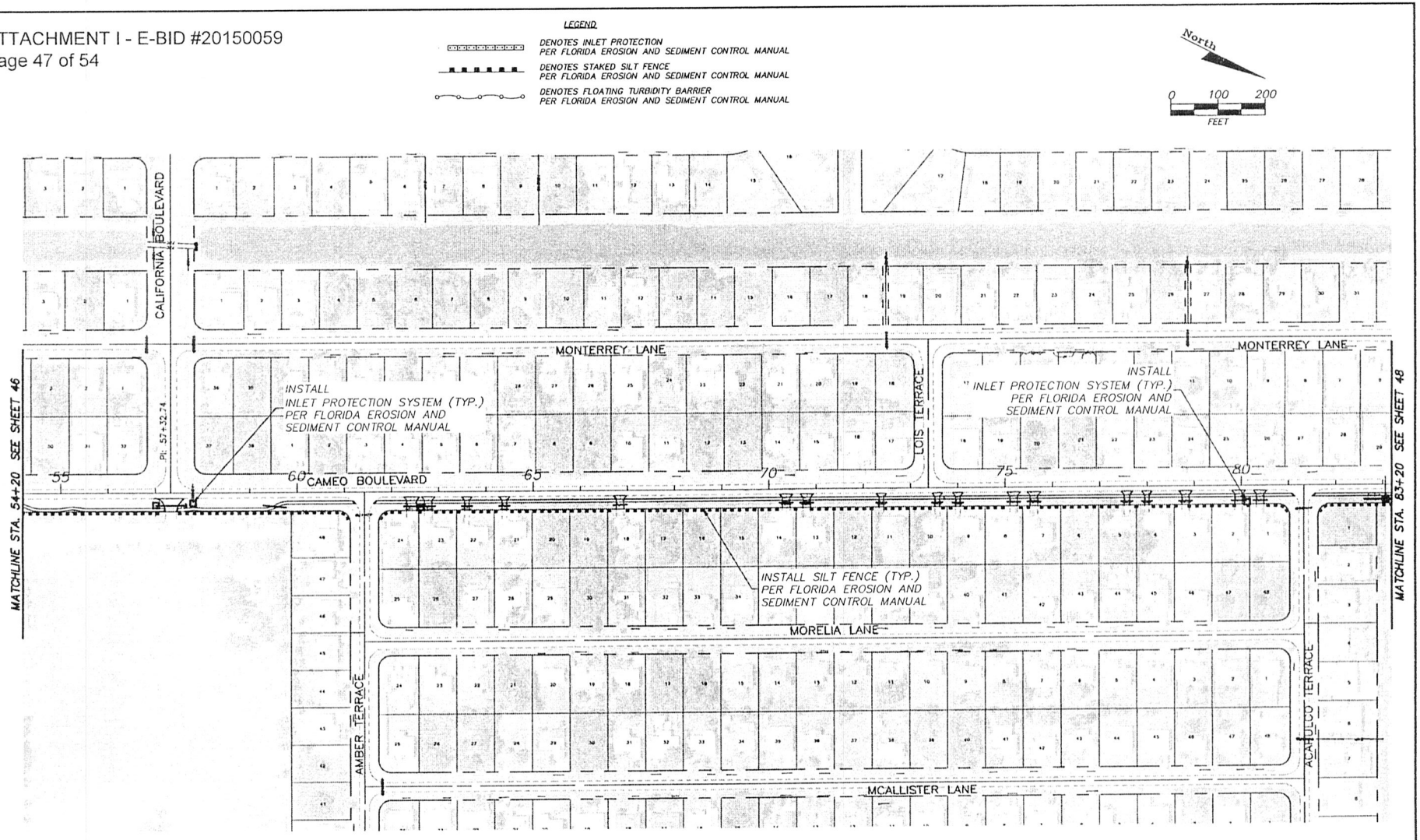

STEFAN K. MATTHIES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHIES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

EROSION & SEDIMENT CONTROL PLAN

SHEET NO. 47

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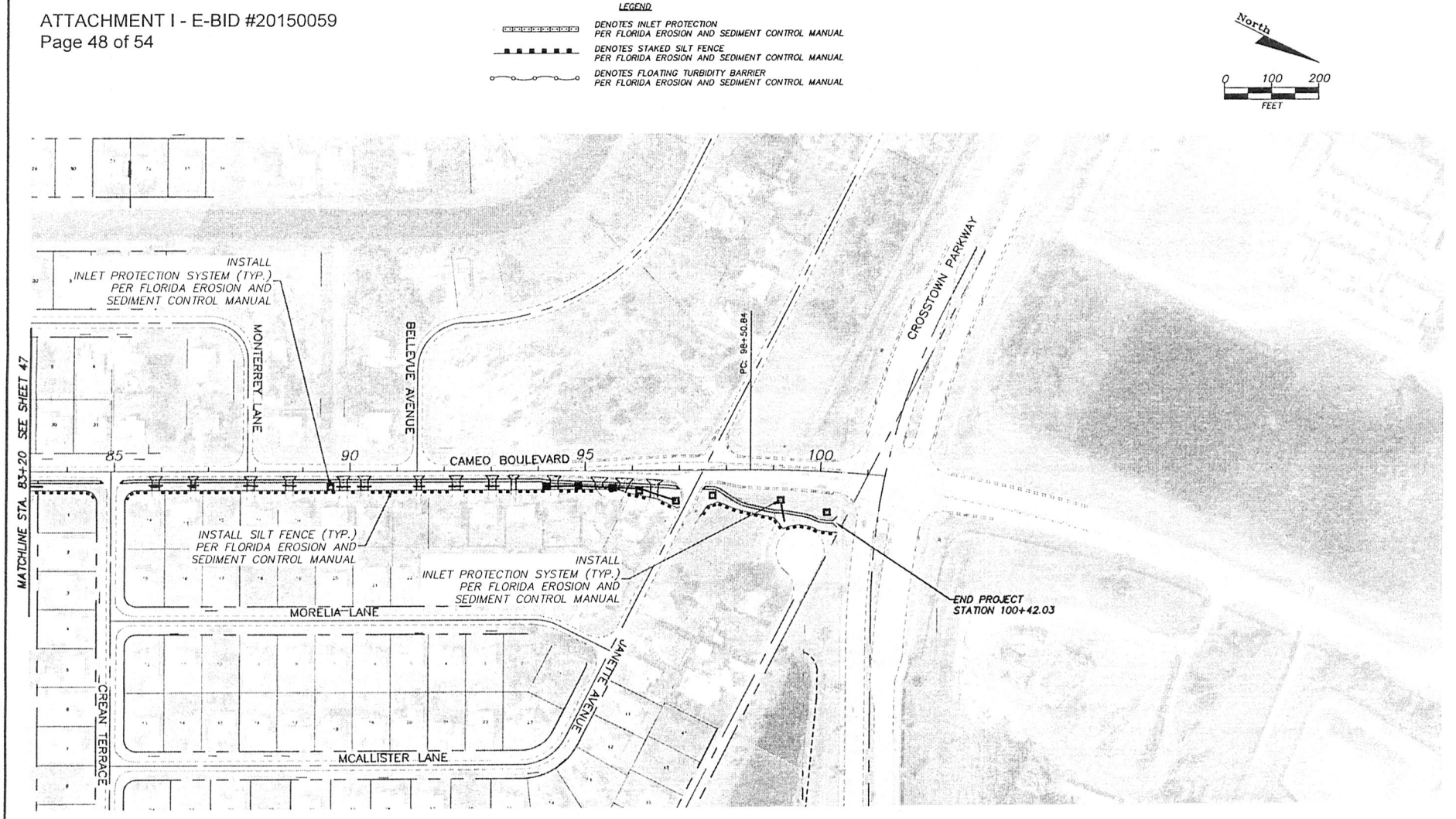

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CULPEPPER & TERPENING, INC
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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3597 • FAX 772-464-3607 • www.culpepperterpening.com
CERTIFICATE OF AUTHORIZATION NUMBER: 6486

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

EROSION & SEDIMENT CONTROL PLAN

SHEET NO. 48

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THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE CONSTRUCTION OF A 6-FOOT SIDEWALK TO ENHANCE THE SAFETY OF CAMEO BOULEVARD.

THE PROJECT ALSO INVOLVES MINOR DRAINAGE IMPROVEMENTS.

THE LIMITS OF THE PROJECT INCLUDE:

CAMEO BOULEVARD FROM PORT ST. LUCIE BOULEVARD TO CROSSTOWN PARKWAY.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW. UNLESS THE CONTRACTOR PROPOSES A DIFFERENCE SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

SILT FENCE AND FLOATING TURBIDITY BARRIER IS TO BE PLACED ONLY WITHIN THE RIGHT-OF-WAY. SILT FENCE PLACEMENT, STAKING AND TRENCHING SHALL BE COORDINATED TO MINIMIZE IMPACT TO NATIVE VEGETATION AND TREES TO REMAIN. CONTRACTOR TO PROVIDE SERVICE OF CERTIFIED ARBORIST IN AREAS WHERE POTENTIAL DAMAGE TO ROOT SYSTEMS OF MATURE TREES MAY OCCUR.

1. CLEARING AND GRUBBING, EARTHWORK AND EXCAVATION OF OPEN SWALES. REMOVE EXISTING UNWANTED SOILS, CONCRETE AND STORM DRAIN FACILITIES AND PROPERLY DISPOSE THE MATERIALS.
2. INSTALLATION OF STORM DRAIN FACILITIES AS CALLED FOR IN THE PLANS.
3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF THE SIDEWALK.
4. STABILIZE AND SOD THE UNPAVED PROJECT AREA AS CALLED FOR IN THE PLANS

1.C. AREA ESTIMATED

TOTAL SITE AREA: 5.8 ± AC
TOTAL AREA TO BE DISTURBED: 5.8 ± AC

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:
BEFORE: 0.3
DURING: VARIES FROM 0.3 TO 0.7
AFTER: 0.4

OUTFALL INFORMATION:

ALL DRAINAGE PATTERNS ARE TO BE MAINTAINED. ALL DRAINAGE WILL FLOW VIA CULVERTS AND OPEN SWALES TO EXISTING CITY OF PORT ST. LUCIE DRAINAGE RIGHT-OF-WAY.

SURFACE WATERS: N/A

DISCHARGE POINTS TO SURFACE WATERS:

THE DISCHARGE POINT TO THE CITY OF PORT ST. LUCIE DRAINAGE RIGHT-OF-WAY ARE VIA EXISTING CROSS PIPES.

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

- DRAINAGE PATTENS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.

- APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTIONS SHEETS AND THE PLAN SHEETS.

- AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS, AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARES SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

- AREAS NOT TO BE DISTURBED: THE AREAS TO NOT TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS, AND THE CROSS SECTION SHEETS.

- LOCATION OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL PLAN SHEETS.

- LOCATION OF PERMANENT CONTROLS: NOT APPLICABLE

- AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE PLAN-PROFILE SHEETS.

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINE IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS. THE CONTRACTOR MAY CHOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITY, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT MILLED MATERIAL FROM ENTERING THE DRAINAGE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING INLETS CLEAR OF PAVING MATERIAL, SILT, LIME-ROCK, AND DEBRIS DURING THE CONSTRUCTION AT NO ADDITIONAL COST.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CLOSED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

TEMPORARY:

-ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

- TURF AND SOD IN ACCORDANCE WITH SPECIFICATIONS SECTION 104.

PERMANENT:

-ASPHALT OR CONCRETE SURFACE.

-PERFORMANCE TURF IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED ARES OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

- SEDIMENT BARRIERS IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

- INLET PROTECTION IN ACCORDANCE WITH FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

PERMANENT:

- SOD.

2.B STORMWATER MANAGEMENT:

RUNOFF WILL BE DIRECTED TO THE PROPOSED OPEN SWALE AND CLOSED CONDUIT STORM DRAINAGE SYSTEM. THE STORMWATER WILL FLOW THOUGH THE INFRASTRUCTURE AND DISCHARGE INTO THE VARIOUS OUTFALLS AS DESCRIBED IN SECTION 1.D.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

- DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

- DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS						C&T JOB NO. 14-079		CULPEPPER & TERPENING, INC	CITY OF PORT ST. LUCIE		EROSION & SEDIMENT CONTROL PLAN	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY SKM 7-29-15	DRAWN BY DRP 7-29-15	CONSULTING ENGINEERS | LAND SURVEYORS	PROJECT NAME	FINANCIAL PROJECT ID		49
						CHECKED BY SKM	CHECKED BY	2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981 PHONE 772-464-3317 • FAX 772-464-3327 • www.culpepper.com STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4786	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723						

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2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENT AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY ENGINEER.

- COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

- REMOVING EXCESS DIRT FROM ROADS DAILY.

- STABILIZED CONSTRUCTION ENTRANCES ACCORDING TO FLORIDA EROSION & SEDIMENT CONTROL MANUAL.

- USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATION FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THE ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

-THE PROJECT IS CURRENTLY UNDER REVIEW.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS OR AS NECESSARY.

- SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEASE ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

- POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

- STRUCTURAL CONTROLS.

- STORMWATER MANAGEMENT SYSTEMS.

- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZED EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE MARTIN COUNTY WATER QUALITY DIVISION.

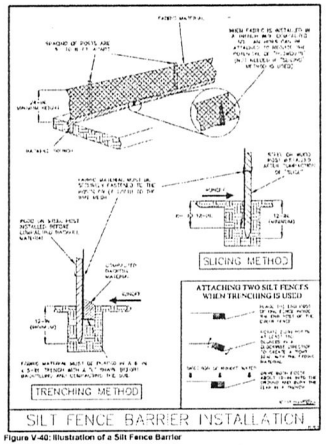

Figure V-40: Illustration of a Silt Fence Barrier

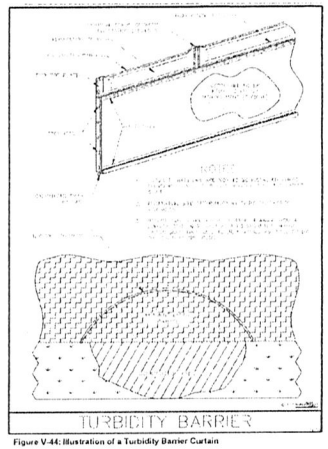

Figure V-44: Illustration of a Turbidity Barrier Curtain

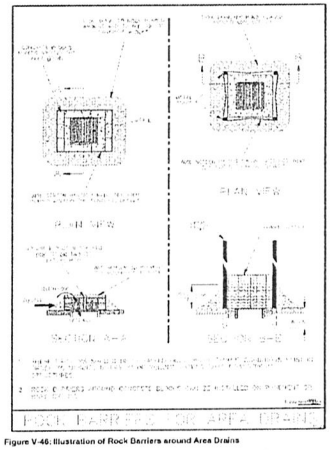

Figure V-46: Illustration of Rock Barriers around Area Drains

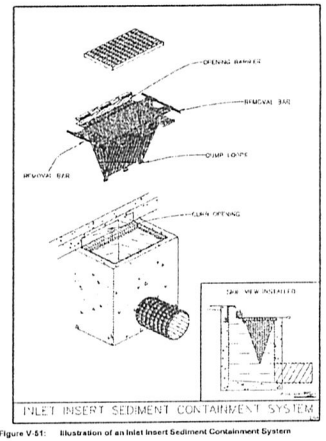

Figure V-51: Illustration of an Inlet Insert Sediment Containment System

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CULPEPPER & TERPENING, INC
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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4361

CITY OF PORT ST. LUCIE		EROSION & SEDIMENT CONTROL PLAN	SHEET NO.
PROJECT NAME	FINANCIAL PROJECT ID		50
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		

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TRAFFIC CONTROL PLAN – GENERAL NOTES

1. ALL EXISTING PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS WHICH ARE DISTURBED OR REMOVED DUE TO TEMPORARY DETOURS AND/OR CONSTRUCTION OPERATIONS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT DESIGN STANDARDS, INDEX NO. 17346 AND 17352 AT NO ADDITIONAL COST TO THE CONTRACT.

2. WRITTEN NOTIFICATION TO CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT OF PROPOSED LANE CLOSURE OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 30 WORKING DAYS IN ADVANCE OF CLOSURE OR DETOUR. TWO WEEKS BEFORE LANE CLOSURES, THE CONTRACTOR SHALL THEN CONTACT:

CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
PHONE: (772) 871-5177

LANE CLOSING SHALL BE COORDINATED WITH SPECIAL EVENTS AND HOLIDAYS WHICH WOULD IMPACT TRAFFIC FLOW, ARROW PANELS SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED AT NO ADDITIONAL COST FOR LANE CLOSURE.

3. THE PROVISIONS FOR TRAFFIC DISRUPTIONS WHICH ARE NOT ANTICIPATED IN THE TRAFFIC CONTROL PLAN, BUT WHICH ARE NECESSARY TO CONSTRUCT THE PROJECT, SHALL BE SUBMITTED IN WRITING TO THE ENGINEER AND APPROVAL SHALL BE OBTAINED 30 DAYS PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIALS SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA REQUIRED BY THE ENGINEER.

4. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE CITY OF PORT ST. LUCIE TRAFFIC OPERATIONS ENGINEER TO MODIFY CHANNELIZATIONS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE TRAFFIC OPERATIONS ENGINEER WITHOUT DELAY.

5. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY DRIVEWAYS AND SIDE STREET CLOSURES WITH BUSINESS AND PROPERTY OWNERS. ACCESS TO ADJACENT BUSINESSES AND PROPERTY SHALL BE MAINTAINED AT ALL TIMES. TEMPORARY DRIVEWAY CONNECTIONS MAY BE CONSTRUCTED USING RAP (RECYCLED ASPHALT PAVEMENT) MATERIAL.

6. THE LENGTH OF OPEN TRENCH SHALL NOT EXCEED 450 FEET. ALL TRENCHES SHALL BE BACKFILLED COMPLETELY TO PROVIDE SAFE CROSSING AT PROPERTY ACCESS POINTS BY THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE.

7. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION AT ALL TIMES BY USING EXISTING, PROPOSED AND TEMPORARY DRAINAGE SYSTEMS. THE COST OF FLUSHING, INSTALLING AND REMOVAL OF THE TEMPORARY DRAINAGE SYSTEMS SHALL BE INCLUDED IN PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC.

8. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING UTILITY SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. REFER TO THE GENERAL NOTES ON THE SUMMARY OF PAY ITEMS FOR THE APPROPRIATE UTILITY CONTACT INFORMATION.

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						CHECKED BY SKM	CHECKED BY	2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981 PHONE 772-464-3317 • FAX 772-464-3318 • www.cpengr.com STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4386	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723						

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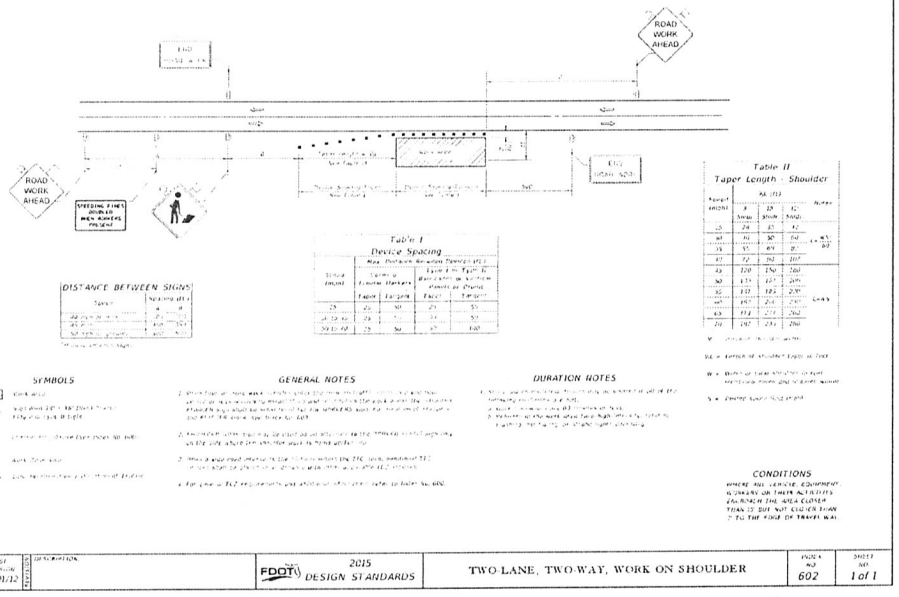
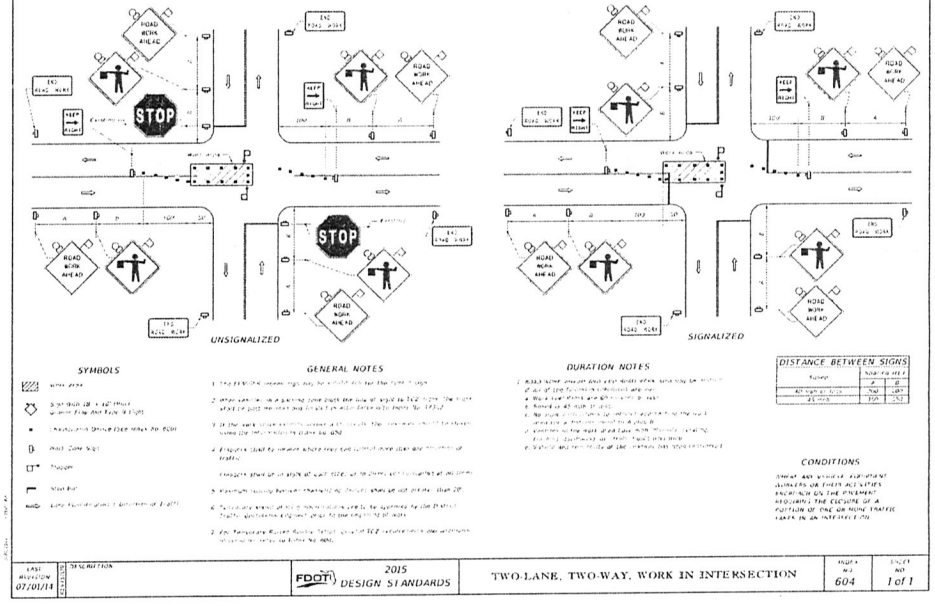


LAST REVISION 07/01/12	DESCRIPTION	FDOT 2015 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1 of 1



LAST REVISION 07/01/14	DESCRIPTION	FDOT 2015 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK IN INTERSECTION	INDEX NO. 604	SHEET NO. 1 of 1

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						CHECKED BY SKM	CHECKED BY	2980 NORTH 25th AVENUE • FORT PIERCE, FLORIDA 34946 PHONE: 772-464-3347 • FAX 772-464-3497 • www.culpepper.com STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 6281	SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01		
						ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723						

GENERAL NOTES

1. ALL SIGNS AND PAVEMENT MARKINGS ARE TO BE PLACED IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), DATED 2009, THE "MANUAL ON STANDARDS HIGHWAY SIGNS", DATED 2004, AND THE "DESIGN STANDARDS" (FLORIDA DEPARTMENT OF TRANSPORTATION), DATED 2015.

2. SIGNS THAT ARE TO BE REMOVED FROM THE PROJECT SHALL BE STOCKPILED SEPARATELY FROM THOSE THAT ARE TO BE RELOCATED.

3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC PAINT.

4. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF EXISTING LOOP AND LEAD-IN WIRES, TRANSMISSION LINES AND UNDERGROUND UTILITIES.

5. ALL EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH THIS PLAN, SHALL BE REMOVED BY HYDROBLASTING.

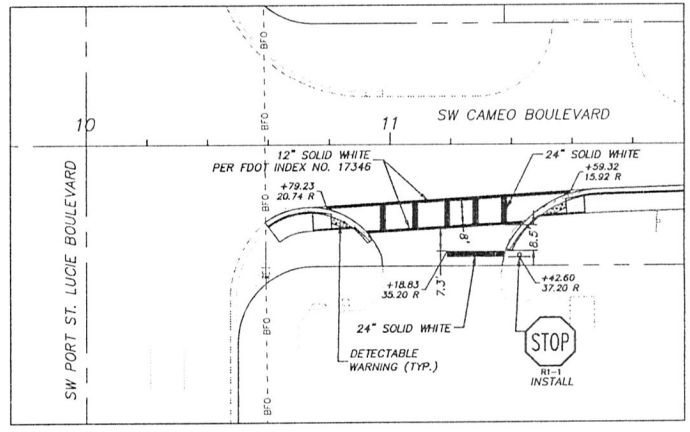
6. RELOCATED SIGNS SHALL BE PLACED ON A NEW POST THAT MEETS CURRENT STANDARDS.

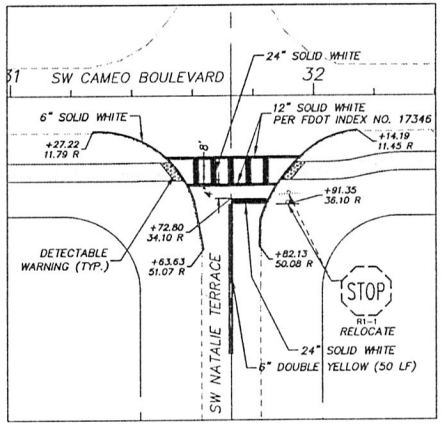
7. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE PLACED IN ACCORDANCE WITH FDOT INDEX NO. 17352.

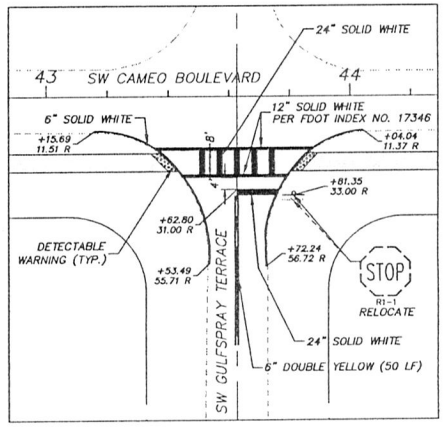
North

0 20 40

FEET







STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO. 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2028 SOUTH 2ND STREET • FORT PIERCE, FLORIDA 34950
PHONE: 772-464-1597 • FAX: 772-464-9497 • www.ctengineering.com
©STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 6986

CITY OF PORT ST. LUCIE

PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

SIGNING AND PAVEMENT MARKING PLANS

SHEET NO. 53

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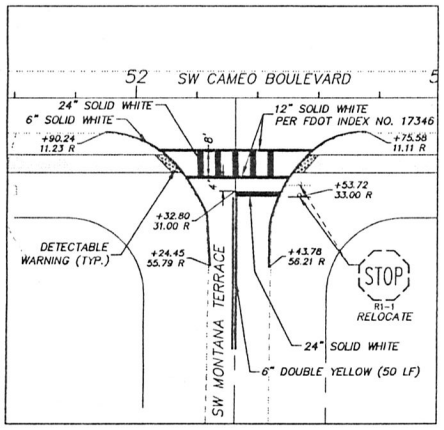

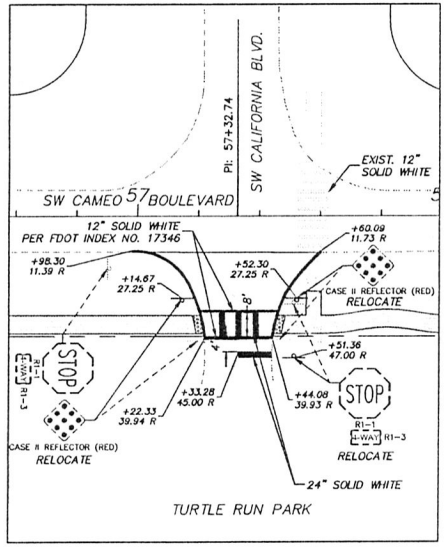

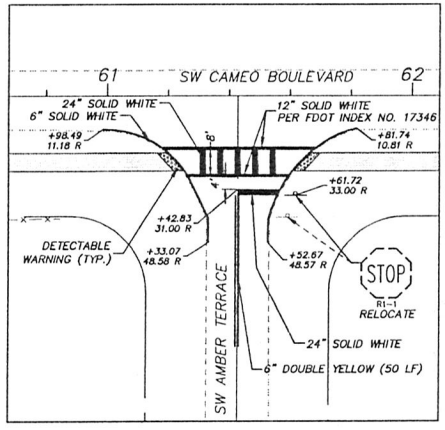

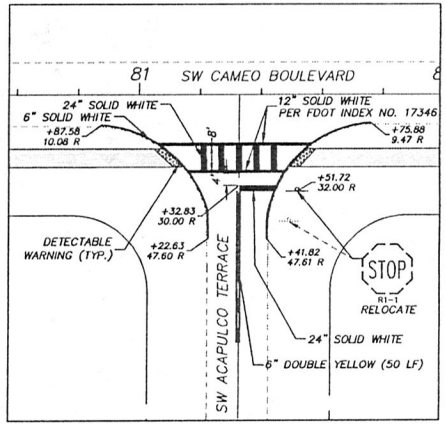

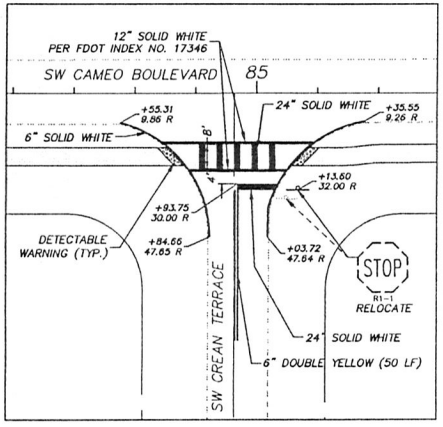

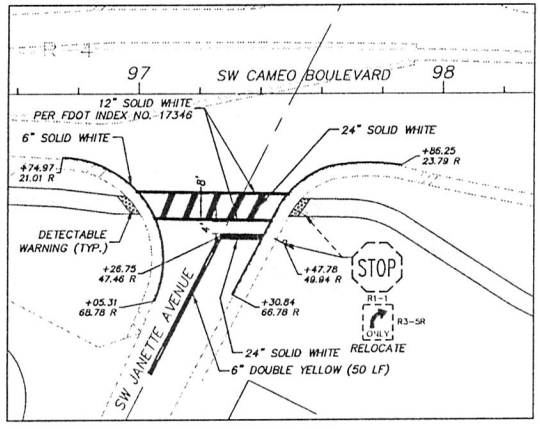

North
0 20 40
FEET

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

C&T JOB NO 14-079
DESIGNED BY SKM 7-29-15 | DRAWN BY DRP 7-29-15
CHECKED BY SKM | CHECKED BY
ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
3501 SE 12th STREET • FORT PIERCE, FLORIDA 34982
PHONE: 772-468-1911 • FAX: 772-468-9817 • www.ctengineering.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 3066

CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
SW CAMEO BOULEVARD SIDEWALK DESIGN	433195-1-58-01

SIGNING AND PAVEMENT MARKING PLANS

SHEET NO. 54

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U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL

WHISTLEBLOWERS KNOW YOUR RIGHTS

On February 17, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553

ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.

REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- *Gross mismanagement of a stimulus-funded project.*
- *Gross waste of stimulus funds.*
- *Danger to public health and safety related to a stimulus-funded project.*
- *Violation of the law relating to stimulus funds or a stimulus-funded project.*
- *Abuse of authority related to the implementation of stimulus funds.*

REMEDIES:

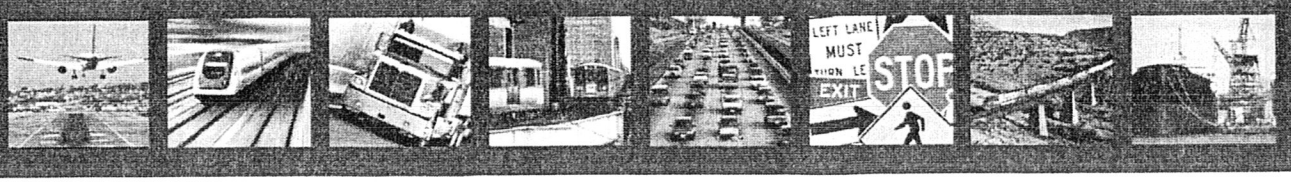
You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.

ALTERNATIVES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

••• OIG HOTLINE •••

www.oig.dot.gov/recovery/whistleblower_protections.jsp
Phone: 1-800-424-9071
Email: hotline@oig.dot.gov



"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Office of Management and Procurement ("OMB") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, OMB requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

E-Bid Number: _____

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER:This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

29 CFR 5.5 - Contract provisions and related matters.

Davis Bacon Regulations

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications of Workers:

A. - The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. - If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. - In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. - The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Fringe Benefit Information:

A. - Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics equivalent thereof.

(4) Fringe Benefit Costs:

A. - If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. - Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. - Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(5) Payroll Information:

A. - The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party

to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B. - Each payroll submitted shall be accompanied by a ``Statement of Compliance,'' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C. - The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

D. - The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved

in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth iparagraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Balance of page left blank intentionally.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____

F.A.P. NO.: _____

MANAGING DISTRICT: _____

PARCEL NO.: _____

COUNTY OF: _____

BID LETTING OF: _____

I, _____, hereby
(NAME)

declare that I am _____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____

NAME AND TITLE PRINTED

BY: _____ WITNESS: _____

SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Addendum #1
E-Bid #20150059
Cameo Blvd. Sidewalk Construction Project
January 27, 2016

Questions to date:

1.) Q: Will the City be supplying the swale liner for this project?

A: The City will supply the swale liner. It is the Contractor's responsibility to pick up the liner and to coordinate with the City at least twenty four (24) hours in advance of picking up the materials.

2.) Q: There is no detail for the reduced cover on the driveway culvert pipes?

A: The reduced cover detail is provided on the top middle of Sheet 4 (Typical Details). The No. 4 rebar should be placed on 12 inch centers.

3.) Q: The diameter of the pipe is used to determine the dimensions of the surrounding concrete. Since the pipe is elliptical 12" x 18", which measurement should be used?

A: The vertical component of the elliptical pipe should be used. I.E. 12 inches

4.) Q: What is the spacing on the No. 4 rebar to be placed above the pipe?

A: 12 inches on center spacing should be used for the rebar.

5.) Q: On page 3, under Pay Item Notes, it states that the replacement of sign posts as required to meet current standards to under pay item 700-1-50. There is no pay item 700-1-50 on the bid sheet. Which pay item should include this work?

A: The correct Bid Item No. should be 700-3-101.

The bid opening date has not been changed.

Instructions to Bidder:
Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

ADDENDUM # 2
E-BID # 20150059
Addendum Date: 2/3/2016
Cameo Blvd. Sidewalk Construction Project

Clarifications:

Weather Days are defined as follows: The City will grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

Conflicts: If there is a conflict between FDOT Specifications and the City's specifications, the City's specifications will supersede.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

ADDENDUM # 3
E-BID # 20150059
Addendum Date: 2/18/2016
Cameo Blvd. Sidewalk Construction Project

Corrections:

The E-Bid Excel Spreadsheet has been revised and issued as Addendum #4. This will be the only form accepted unless directed in a future Addendum.

NOTE: The bid opening date has been changed to February 19, 2016 at 3:00:00 PM. The location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

ADDENDUM #4 - FEBRUSRY 18, 2016

E-BID #20150059 - ATTACHMENT G

E-BID REPLY EXCEL SPREADSHEET

Cameo Boulevard Sidewalk Construction Project

From Port St. Lucie Bouelvard to Crosstown Parkway, LAP Funded

FM #433195-1-58-01

Schedule "A"

Company Name: _____

Item Number	Pay Item Number	Pay Item Description	Quanity	Unit	Unit Price	Total Amount
		Roadway				
1	101-1	Mobilization	1	LS		$ -
2	101-B	Construction Video	1	LS		$ -
3	102-1	Maintenance of Traffic	1	LS		$ -
4	104-10-3	Sediment Barrier	9000	LF		$ -
5	104-18	Inlet Protection System	16	EA		$ -
6	107-2	Mowing	3.2	AC		$ -
7	110-1-1A	Clearing & Grubbing	5.80	AC		$ -
8	110-3	Removal of Srtuctures	1	LS		$ -
9	120-1	Regular Excavation	1331	CY		$ -
10	120-6	Embankment	1254	CY		$ -
11	286-2	Turnout Construction, Asphalt	289	SY		$ -
12	400-1	Concrete Class I, Endwall	8.46	CY		$ -
13	425-1-521	Inlets, Ditch Bottom, Type C, <10'	5	EA		$ -
14	425-1-529	Inlet, Ditch Bottom, Type C, Modify	1	EA		$ -
15	425-1-910	Inlet, Closed Flume	1	EA		$ -
16	430-174-118	Pipe Culvert, CAP, Round 18" SD	110	LF		$ -
17	430-174-215	Pipe Culvert, CAP, Elliptical, 12" x 18" SD	1412	LF		$ -
18	430-174-218	Pipe Culvert, CAP, Elliptical, 14" x 23" SD	80	LF		$ -
19	430-175-215	Pipe Culvert, RCP, Elliptical, 12" x 18" CD	98	LF		$ -
20	430-175-224	Pipe Culvert, RCP, Elliptical, 19" x 30" CD	8	LF		$ -
21	455-1A	Dewatering for Construction Operations	1	LS		$ -
22	514-72	Liner Impermeable Polyethelene (Swale liner)	6296	LF		$ -
23	520-1-10	Concrete Curb & Gutter, Type F	185	LF		$ -
24	522-1	Concrete Sidewalk, 4" Thick	5248	SY		$ -
25	522-2	Concrete Sidewalk and Driveways, 6" Thick	2428	SY		$ -
26	524-1-2	Concrete Ditch Pavement, Non Reinforced 4" Thick	44	SY		$ -
27	527-2	Detectable Mat	280	SF		$ -
28	570-1-2	Performance Turf (Sod)	15,291	SY		$ -
29	580A	Root Barrier	20	LF		$ -
30	700-1-11	Single Post Sign, F&I, Ground Mount, >12 SF, Stop	1	AS		$ -
31	700-3-101	Sign Panel F & I, Ground Mount (Relocate)	14	AS		$ -
32	711-11-111	Thermoplastic, Standard, White, 6" Solid	1070	LF		$ -
33	711-11-123	Thermoplastic, Standard, White, 12" SOLID	775	LF		$ -
34	711-11-125	Thermoplastic, Standard, White, 24" SOLID	468	LF		$ -
35	711-11-211	Thermoplastic, Standard, Yellow, 6" SOLID	700	LF		$ -
36	1080-A	Utility Adjustments (Valves)	27	EA		$ -
37	1080-B	Utility Adjustments (Telephone Pedestal)	2	EA		$ -
38	1080-C	Utility Adjustments (Hand Hole)	1	EA		$ -
39	1080-D	Utility Adjustments (Water Main Deflection)	1	EA		$ -
40	1080-E	Utility Adjustments (Water Meter)	3	EA		$ -
41	164-800	Fire Hydrant, Relocate	9	EA		$ -
42	2000-1	Utility Coordination	1	LS		$ -
43		GRAND TOTAL				$ -

Note: Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

E-Bid Opening
E-BID #20150059
Cameo Blvd Sidewalk Construction Project
February 19, 2016 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Jennifer MCTEAGUE	MCTEAGUE Construction	Mike@MCTEAGUE Construction.Com	T 772-286-6180 F 772-286-7130
2.	Steve Bush	Blue Goose Const	SBush@BlueGoose Construction.Com	T 772-461-3090 F
3.	Robyn Holder	City of PSL PMD	Rholder@cityofpsl.com	T 772-344-4293 F
4.				T F
5.				T F
6.				T F
7.				T F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE. Asst. City Manager-City Engineer
Jesus A. Merejo, Utility Systems Director
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Buyer

Agenda Item: Motion: #20160095, Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

Submittal Date: 4/1/2016

STRATEGIC PLAN LINK: Mission Principle A – Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The Westport Wastewater Treatment Facility (WWTF) currently services both the Westport and Southport area. One of the key components to the process is the headworks. The function of the headworks is to remove inorganics such as sticks, stones, grit and sand from the wastewater stream to protect and reduce wear on the downstream process equipment. The headworks has experienced extensive damage to the concrete and mechanical components due to hydrogen sulfide corrosion. In the interest of protecting public property and the continued maintenance of public health and safety, it is recommended that the Westport WWTF headworks be repaired. In addition to repairing the damage to the concrete, a coating is going to be applied to the surface of the concrete to help protect against future corrosion issues. The City posted an E-Bid on March 6, 2016 using Contract #20160069 for pre-qualified Water and Wastewater Contractors. The bid opened on March 23, 2016 @ 10:00 a.m. with one (1) proposal being received. The proposal was over budget by a significant amount. The City requested a proposal from AM Construction Group Inc., the proposal is slightly over budget. AM Construction Group Inc.'s proposal is significantly lower than the bid received.

ANALYSIS: PMD only received one (1) submittal for the bid. PMD contacted the vendors that did not respond to the e-bid to assess the lack of responses. Contractors stated time restraints, current workloads and capacity for not participating in the bid. PMD reached out to AM Construction Group, Inc. who was performing another contract for the City. AM Construction Group's proposal was still over budget however within reason. AM Construction Group is experienced with installing the coating and installation required. AM Construction Group is currently available to start the project immediately. Staff feels the difference in price of the two submittals is related to priority of current work force and work load. The Utility Systems Department find the proposal from AM Construction to be the best value by saving the City $780,786.00. The Westport WWTF is a critical component of the wastewater system and must remain operational. Time is of the essence, therefore, if repairs are not started immediately there is the possibility of major health and safety issues.

FINANCIAL INFORMATION: Funds are available in the Renewal and Replacement Fund, Westport WWTF, Improvements O/T Buildings

LEGAL INFORMATION: Reviewed by Ella Gilbert on 3/16/16 and approved as per form

STAFF RECOMMENDATION: Reject all bids and Waive the bidding good cause shown 35.04, to accept the proposal from AM Construction to complete the project. Approve #20160095 for the Concrete Restoration of the Headworks at Westport WWTF in the amount of $456,214.00 plus a one-time $10.00 Indemnification fee. Contract period is for one hundred eighty (180) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: Westport Wastewater Facility. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities

ATTACHMENTS: Proposal from AM Construction Group, Contract, E-Bid Document, Addendum 1-10, Sign In Sheet, Unsuccessful Proposals

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

Addendum #4 Revised Bid Reply
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 17, 2016

1. **COMPANY NAME:** A.M. CONSTRUCTION GROUP INC.

2. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
ATTachement A	No date
Addendum #1	March 11, 2016
#2	17, 2016
#3	NO DATE
Addendum #4	March 17, 2016
#5	No Date
#6	No Date

Addendum #	
#7	No date
#8	March 18
#9	No date
#10	No date

3. **REFERENCES**

List 3 references that your company has installed interior protective coating, SpectraShield or an approved equal on a project similar to this.

Reference 1

Company name:	S. Regional WWT Facility Headworks Rehab.
Product name:	SPECTRASHIELD COATING
Contact person:	Jim Degraffenreid
Contact phone number:	(772) 453-3600
Contact email:	jimdegraffenreid@aol.com

Reference 2

Company name:	ECR/WRF Wastewater Treatment Facility
Product name:	AGRU 3 mm HDPE Sure Grip Liner
Contact person:	DANIEL ROBERGE
Contact phone number:	(561) 402-4900
Contact email:	DRoberge@WPB.org

Reference 3

Company name:	ECR/WRF Wastewater Treatment Facility
Product name:	SpectraShield Coating/Liner
Contact person:	Daniel Roberge
Contact phone number:	(561) 402-4900
Contact email:	DRoberge@WPB.org

Addendum #4 Revised Bid Reply
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 17, 2016

4. BID REPLY

Submit a detailed proposal including unit prices and material cost using the schedule of fees from Master 20160063 with your methodology to complete the project.

	Bid Item	Price
1.	Phase I: Repair to Concrete	
2.	Phase II: Installation of gates, mobilization, cleaning, final coating	
3.	Total of Not to Exceed Amount (this amount should be entered on the webpage on Demandstar)	$405,214.00

	Optional Bid Item (if budget allows)	Price
1.	Cleaning walls, ceilings and floor, repair of concrete reinforcement, application of coating system per specifications of the Upper half of the Headworks	$51,000.00

Discrepancies between the unit prices on the proposal and the "Not to Exceed" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: 180 DAYS Depending on submittals

Provide your confined space certification with your proposal.

5. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

This bid is submitted by: I, Abel Mercly am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Addendum #4 Revised Bid Reply
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF

March 17, 2016

Bidder has read and accepts the terms and conditions of the City's standard Contract:

Abel Mendez — Signature

President — Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Suzanne Mendez

NOTE: The opening date has not been changed.

Instructions to Bidder: Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

Certificate of Completion

Abel Mendez

has successfully completed

Permit required Confined Space Entry
OSHA 29 CFR 1910.146 Training
Tested On: 12/4/13

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
38FC80B4-5D3F-11E3-9CE2-3A52ECA989B3

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

Certificate of Completion

Abel Mendez

has successfully completed

Crane, Derrick, and Hoist Safety
OSHA 29 CFR 1910/1926 Subpart N Training
Tested On: 12/4/13

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
39B471BE-5D63-11E3-9CE2-3A52ECA989B3

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

ltv

Certificate of Completion

Abel Mendez

has successfully completed

Construction Fall Protection Safety
OSHA 29 CFR 1926 Subpart M Training
Tested On: 12/4/13

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
70B46358-5D6E-11E3-9CE2-3A52ECA989B3

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

AM CONSTRUCTION GROUP INC

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:

* * * *

- Building Maintenance and Repair Services: Plumbing Maint. And Repair (incl. Toilets, etc.)
- Construction Services, General
- Public Works and Related Services

* * * *

Issued by the City of West Palm Beach for a three year period May 31, 2014 to May 31, 2017

Frank Hayden
Procurement Official

Certificate Vendor Number: 1039958

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

12689 164TH COURT NORTH
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0069 PLUMBING CONTRACTOR	MENDEZ ABEL	CFC1425723	B15.843996 - 07/14/15	$27.50	B40110440

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT

B1 - 175

AM CONSTRUCTION GROUP INC
AM CONSTRUCTION GROUP INC
12689 164TH CT N
JUPITER, FL 33478-6564

LBTR Number: 200312024
EXPIRES: SEPTEMBER 30, 2016

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

12689 164TH COURT NORTH
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	MENDEZ ABEL	CGC1504453	B15.843995 - 07/14/15	$27.50	B40110441

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT

B3 - 174

AM CONSTRUCTION GROUP INC
AM CONSTRUCTION GROUP INC
12689 164TH CT N
JUPITER, FL 33478-6564

LBTR Number: 200220715
EXPIRES: SEPTEMBER 30, 2016

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Palm Beach County
Office of Small Business Assistance

Certifies That

AM CONSTRUCTION GROUP, INC.

Vendor # VC0000119305

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from August 29, 2014 to August 28, 2017

The following Services and/or Products are covered under this certification:

CONSTRUCTION, SIDEWALK AND DRIVEWAY (INCLUDES PEDESTRIAN AND HANDICAP RAMPS); CONSTRUCTION, SPECIAL FOUNDATION; CONSTRUCTION, VERTICAL, CONCRETE, POUR-IN-PLACE, FORM/PLACE/FINISH; EXCAVATION SERVICES; PLUMBING MAINTENANCE AND REPAIR (INCLUDES PRESSURE TAPPING SERVICES, PIPE FREEZING, TOILETS, ETC.); TILE AND MARBLE WORK, ALL TYPES; TILE AND STONE (INCLUDES GRANITE, MARBLE AND TERRAZZO) RESTORATION, REFURBISHING, MAINTENANCE AND REPAIR

Allen F. Gray, Manager

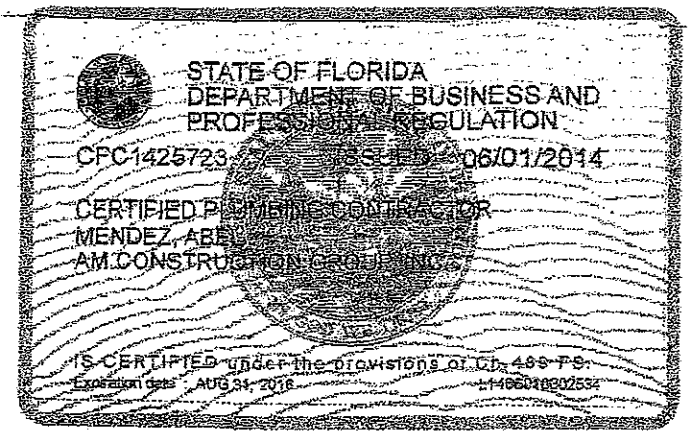
8/29/2014

PALM BEACH COUNTY • FLORIDA •

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker

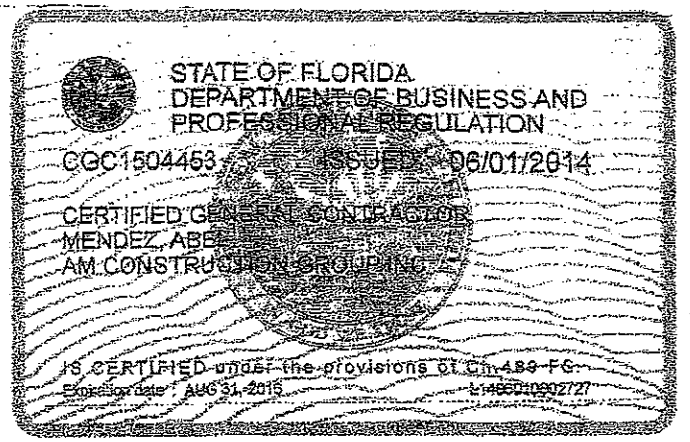


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CFC1425723 ISSUED: 06/01/2014

CERTIFIED PLUMBING CONTRACTOR
MENDEZ, ABEL
AM CONSTRUCTION GROUP, INC.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1486010902534



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1504463 ISSUED: 06/01/2014

CERTIFIED GENERAL CONTRACTOR
MENDEZ, ABEL
AM CONSTRUCTION GROUP INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2015 L1486010902727

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 118783

September 29, 2014

CERTIFICATION EXPIRATION DATE
September 29, 2017

Mr. Abel Mendez, President
AM Construction Group, Inc.
12689 164th Ct. N.
Jupiter, FL 33478

Dear Mr. Mendez:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

General Construction, Plumbing Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Dorothy Bradshaw
Bureau Chief
Procurement Bureau

/db

CITY OF PORT SAINT LUCIE
CONTRACT #20160095

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Florida AM Construction Group, Inc. 12689 164th Court North Jupiter, FL Telephone: (561) 262-7833 Fax: (561) 748-9203, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Laney Southerly, PE Engineering Manager
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6442
Email: lsoutherly@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor shall mean:

Abel Mendez
AM Construction Group, Inc.
12689 164th Court North
Jupiter, FL
Telephone: (561) 262-7833
Fax: (561) 748-9203
amconstruction@bellsouth.net Email

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to Bid #20160095 is to provide Concrete Restoration of Headworks at Westport Wastewater Treatment Facility including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

Scope of Work: Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:

Concrete restoration of the headworks at the Westport Wastewater Treatment Facility located at 3721 SW Darwin Blvd. Port St Lucie, Florida 34953, including mobilization, bypass piping/pumping, maintaining the by-pass pumps (as needed), cleaning and removal of any existing deteriorated coating, installation of interior protective coating (SpectraShield or an approved equal) in areas outlined. Other miscellaneous structural repairs will be required including repair of interior concrete walls, reinforcement steel repair, repair of cracks on the concrete structure and remove and replacement of three (3) City provided slide gates, testing, clean-up, restoration of site, and demobilization. The prime CONTRACTOR or qualified sub-contractor shall have experience in the repair and rehabilitation of wastewater structures using a designated interior protective coating system (SpectraShield or an approved equal).

Contractor shall furnish all labor, materials, equipment and incidentals required to complete the scope of work and as specified herein. The work shall be complete. All labor, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will start _____ and will terminate on _____, one hundred eighty (180) calendar days thereafter. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Contractor is on an "Not to Exceed" amount of

$456,214.00. The City will not pay for out-of-pocket expenses sub-Consultant fees or any reimbursable expense.

Table of Fees

Description	Amount
Mobilization	$32,000.00
Bar Screens, fabrication & installation	$18,500.00
DIP supply & install	$178,000.00
Clean, blast, concrete patch	$102,500.00
Installing gates & grout	$9,000.00
Spectrashield liner install & clean	$38,000.00
Reroute flow & pump out 36"	$4,500.00
Remove flanges & ties in 36"	$16,500.00
Close out, clean up & demobilize	$6,214.00
Cleaning walls, ceilings, and floor, repair of concrete reinforcement, application of coating of the Upper half of the Headworks	$51,000.00
Total "Not to Exceed"	$456,214.00

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is

accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION V
INSURANCE/PAYMENT & PERFORMANCE BONDS

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160095 –Concrete Restoration of Headworks at Westport Wastewater Treatment Facility shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Project price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI
LIQUIDATED DAMAGES

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the

Contractor shall provide to the City one thousand ($1000.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By:

_____
City Manager

By:_____
Authorized Representative of AM Construction Group, Inc. .

_____
Print Representative's Name

State of
County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed. (he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160095
(E-Bid)

Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

Prepared By: Gina Jolly
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

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Submittals:
Submit in one (1) pdf file:

- Detailed price proposal
- Methodology
- E-Bid Reply Sheet/ Questionnaire
- Confined Space Certification

INVITATION TO E-BID

Sealed Bid #20160095 for the Concrete Restoration of Headworks at Westport Wastewater Treatment Facility will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **10:00 a.m. on March 16, 2016**. Record Drawings included as attachment "A".

A site visit is scheduled for March 9, 2016 @ 10:00 a.m. at The Westport Wastewater Treatment Facility located at 3721 SW Darwin Blvd. Port St Lucie, Florida 34953.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

The City of Port St. Lucie reserves the right, to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bid, abandon the project in its entirety, or take other such action as serves the best interest of the City.

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Jolly in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4055, Fax (772) 871-7337, and/or email: gjolly @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after March 11, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Jolly is the only individual authorized to represent the City.

Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made. Questions will be answered in the form of an addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

Gina Jolly
Buyer

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SPECIFICATIONS

E-BID # 20160095
Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

INTENT

Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:
Concrete restoration of the headworks at the Westport Wastewater Treatment Facility located at 3721 SW Darwin Blvd. Port St Lucie, Florida 34953, including mobilization, bypass piping/pumping, maintaining the by-pass pumps (as needed), cleaning and removal of any existing deteriorated coating, installation of interior protective coating (SpectraShield or an approved equal) in areas outlined. Other miscellaneous structural repairs will be required including repair of interior concrete walls, reinforcement steel repair, repair of cracks on the concrete structure and remove and replacement of three (3) City provided slide gates, testing, clean-up, restoration of site, and demobilization. The prime CONTRACTOR or qualified sub-contractor shall have experience in the repair and rehabilitation of wastewater structures using a designated interior protective coating system (SpectraShield or an approved equal).

Contractor shall furnish all labor, materials, equipment and incidentals required to complete the scope of work and as specified herein. The work shall be complete. All labor, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.

All Terms and Condition of the Master Contract 20160063 shall apply.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

E-Bid Reply Sheet/Questionnaire#20160095
Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

1. COMPANY NAME: _____

2. ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

3. REFERENCES

List 3 references that your company has installed interior protective coating, SpectraShield or an approved equal on a project similar to this.

Reference 1
Company name:
Product name:
Contact person:
Contact phone number:
Contact email:
Reference 2
Company name:
Product name:
Contact person:
Contact phone number:
Contact email:
Reference 3
Company name:
Product name:
Contact person:
Contact phone number:
Contact email:

4. BID REPLY

Submit a detailed proposal including unit prices and material cost using the schedule of fees from Master 20160063 with your methodology to complete the project.

Not to Exceed amount: $_____ (this amount should be entered on the webpage on Demandstar)

Discrepancies between the unit prices on the proposal and the "Not to Exceed" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: _____

Provide your confined space certification with your proposal.

5. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

This bid is submitted by: I, _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

SAMPLE CONTRACT
CITY OF PORT SAINT LUCIE
CONTRACT #20160063

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Florida Company Name, Address, Telephone No. (XXX) XXX-XXXX Fax No. (XXX) XXX-XXXX, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree that all Terms and Conditions of the Master Contract # 20160063 shall apply and by reference is made part of this contract.

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Laney Southerly, PE Engineering Manager
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6442
Email: lsoutherly@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor shall mean:

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to Bid #20160095 is to provide Concrete Restoration of Headworks at Westport Wastewater Treatment Facility including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

Scope of Work: Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:

Concrete restoration of the headworks at the Westport Wastewater Treatment Facility located at 3721 SW Darwin Blvd. Port St Lucie, Florida 34953, including mobilization, bypass piping/pumping, maintaining the by-pass pumps (as needed), cleaning and removal of any existing deteriorated coating, installation of interior protective coating (SpectraShield or an approved equal) in areas outlined. Other miscellaneous structural repairs will be required including repair of interior concrete walls, reinforcement steel repair, repair of cracks on the concrete structure and remove and replacement of three (3) City provided slide gates, testing, clean-up, restoration of site, and demobilization. The prime CONTRACTOR or qualified sub-contractor shall have experience in the repair and rehabilitation of wastewater structures using a designated interior protective coating system (SpectraShield or an approved equal).

Contractor shall furnish all labor, materials, equipment and incidentals required to complete the scope of work and as specified herein. The work shall be complete. All labor, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will start _____ and will terminate on _____, (xx) months thereafter. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Contractor is on an "Not to Exceed" amount of $_____.
The City will not pay for out-of-pocket expenses sub-Consultant fees or any reimbursable expense

Table of Fees

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION V
INSURANCE/PAYMENT & PERFORMANCE BONDS

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000

General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160095 –Concrete Restoration of Headworks at Westport Wastewater Treatment Facility shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the

policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Project price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI
LIQUIDATED DAMAGES

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand ($1000.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of Company Name.

_____
Print Representative's Name

State of
County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

Addendum #1
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 11, 2016

The bid opening date has been changed to Wednesday March 23, 2016 @ 10:00 a.m.

NOTE: The opening date has been changed.

Instructions to Bidder: Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

Addendum #2
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 17, 2016

1. Q: Is there a 28 day cure time?
   A: Firm must follow the manufacturer recommendations

2. Q: Do they need to wait for gates or can they start earlier?
   A: Contractor may start once the contract has been executed.

3. Q: Is there a Noise permit?
   A: A noise permit is required for any work that is preformed between the hours of 11:00 PM to 7:00 AM and Sunday and Holidays. The Contractor may apply for a noise permit through the City's police department. There is a $25 fee for this permit

4. Q: What's the time frame for the gates?
   A: The time frames for delivery of the gates are approximately 17 weeks. The City ordered the gates on 3/10/16.

5. Q: What is the budget for this project?
   A: The budget for this project is approximately $350,000

6. Q: Are Valves needed in the temporary bypass?
   A: Valves are to be provided by the Contractor for the temporary bypass. There will be two (2) permanent plug valves to be installed and two (2) temporary knife gates that will be needed for the bypass.

7. Q: How long can they shut down?
   A: We cannot stop flow to the plant. We do not anticipate that a shutdown would be needed, all bypass piping can be installed while plant is in operation. Once the bypass piping is in it is just a matter of opening/closing valves to divert flow

The contact for Spectra Shield is:
Bill Goodman
bgoodman@spectrashield.com
Cell: (904) 307-8255
Off: (904) 419-4889
Fax: (904) 419-4892

The E-Bid Reply form has been revised and issued as Addendum #4.

This will be the only form accepted unless directed in a future addendum.

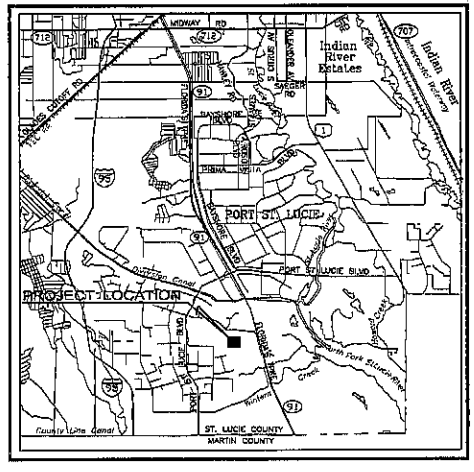
NOTE: The opening date has not been changed.

Instructions to Bidder: Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
Concrete Restoration of Headworks at Westport Wastewater Treatment Facility

Addendum #3 Revised Plans

"A City for All Ages"



LOCATION MAP

PREPARED BY

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FLORIDA 34983
PHONE (772) 873-6400
FAX (772) 873-6433

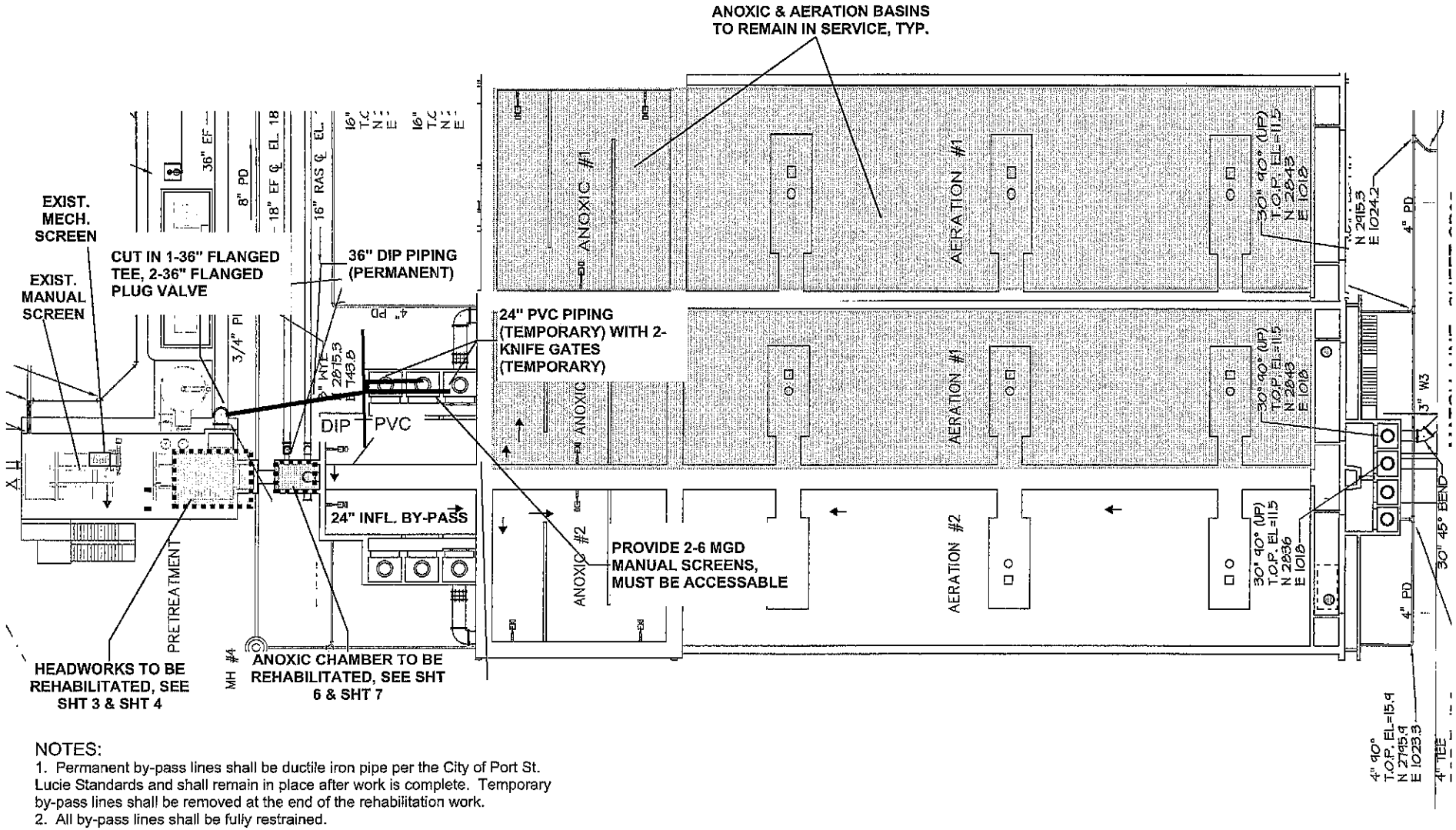
DRAWING INDEX

1 COVER
2 BY-PASS FLOW SCHEMATIC
3 PLAN VIEW HEADWORKS
4 PLAN VIEW HEADWORKS
5 HEADWORKS SECTION VIEW
6 ANOXIC CHAMBER
7 ANOXIC CHAMBER SECTION VIEW
8 OPTION 1 - PLAN VIEW - HEADWORKS
9 OPTION 1 - PLAN VIEW - HEADWORKS
10 OPTION 1 - HEADWORKS SECTION VIEW

JESUS MEREJO ..... **DIRECTOR**
BRAD MACEK ..... **ASSISTANT DIRECTOR**

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOX
REHABILITATION
COVER SHEET



NOTES:

1. Permanent by-pass lines shall be ductile iron pipe per the City of Port St. Lucie Standards and shall remain in place after work is complete. Temporary by-pass lines shall be removed at the end of the rehabilitation work.
2. All by-pass lines shall be fully restrained.
3. By-pass lines shall be operational and maintained by the contractor at all times for the duration of the contract, that is, 24 hours per day, 7 days per week until the project work has ended.
4. All repair materials shall, including surface preparation and cure time shall be applied in strict conformance with the manufacturer's recommendations.
5. For sand blasting, contractor shall provide protection to minimize the amount of sand and dust migrating from the chambers. Contractor shall remove and dispose of all sand debris prior to placing the chambers back into service.

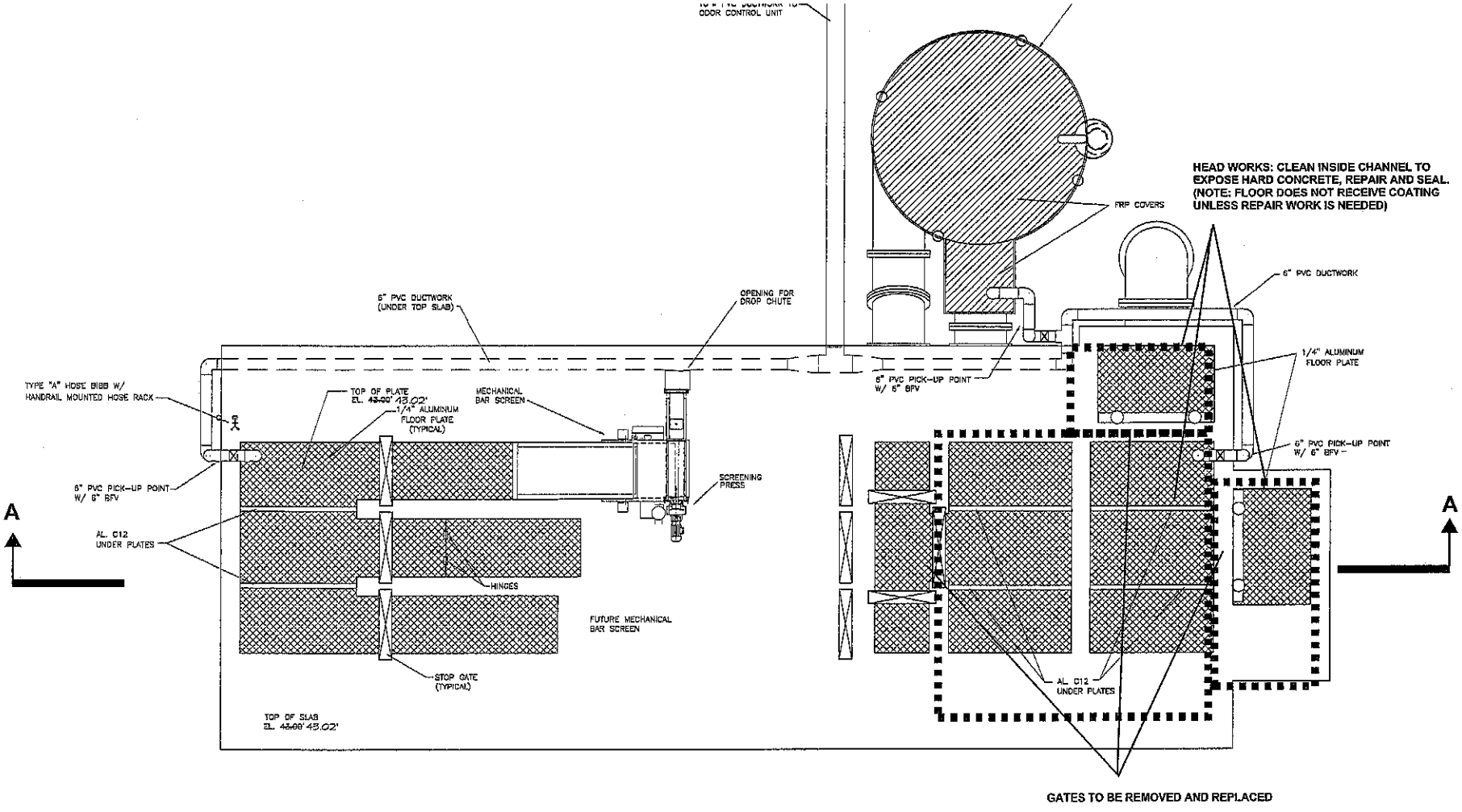
BASIN REHABILITATION AND BY-PASS FLOW SCHEMATIC

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOD
REHABILITATION

BY-PASS FLOW SCHEMATIC

SHEET
2/10



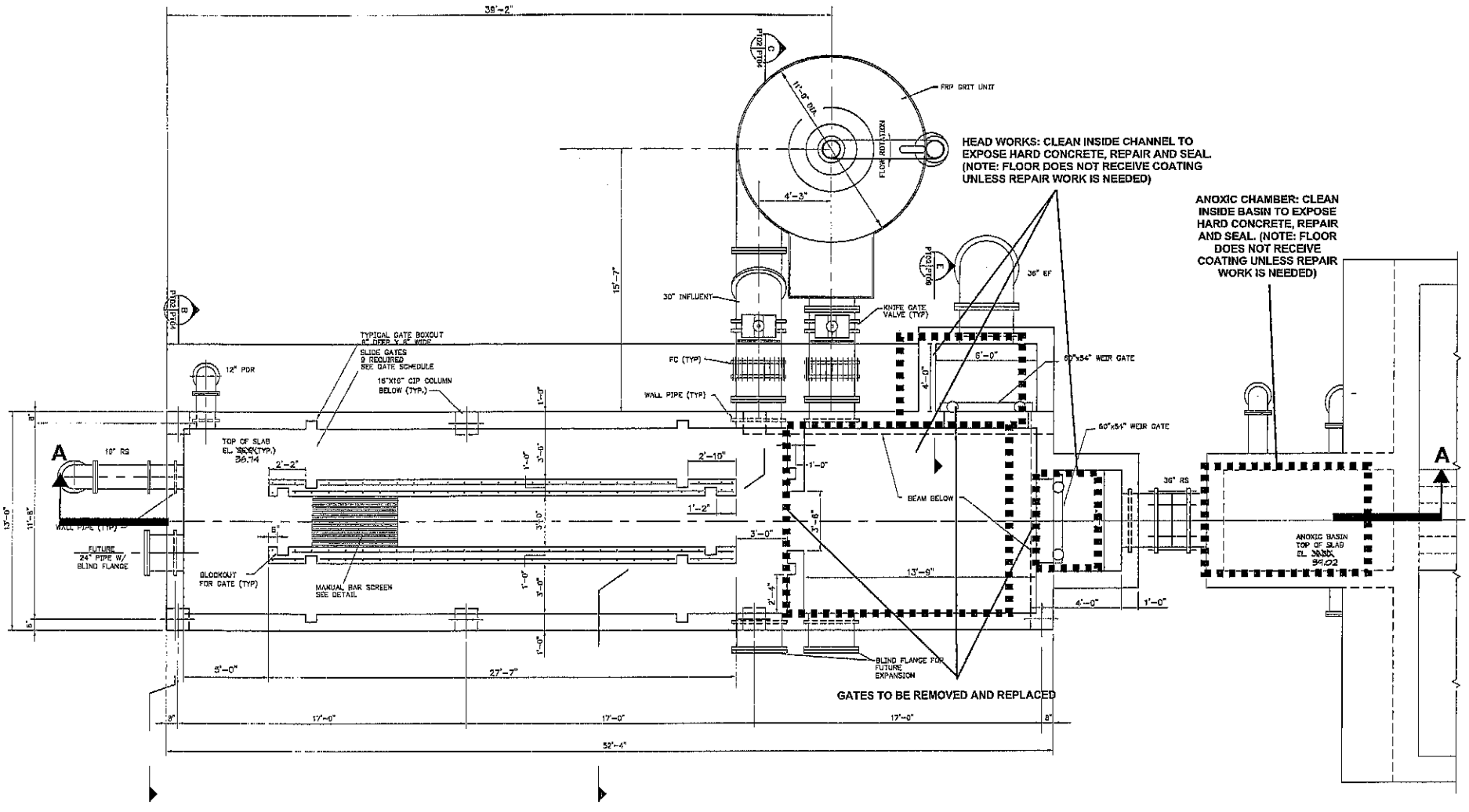
PLAN VIEW
HEADWORKS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANODIC BOD REHABILITATION

PLAN VIEW HEADWORKS

SHEET 3/10



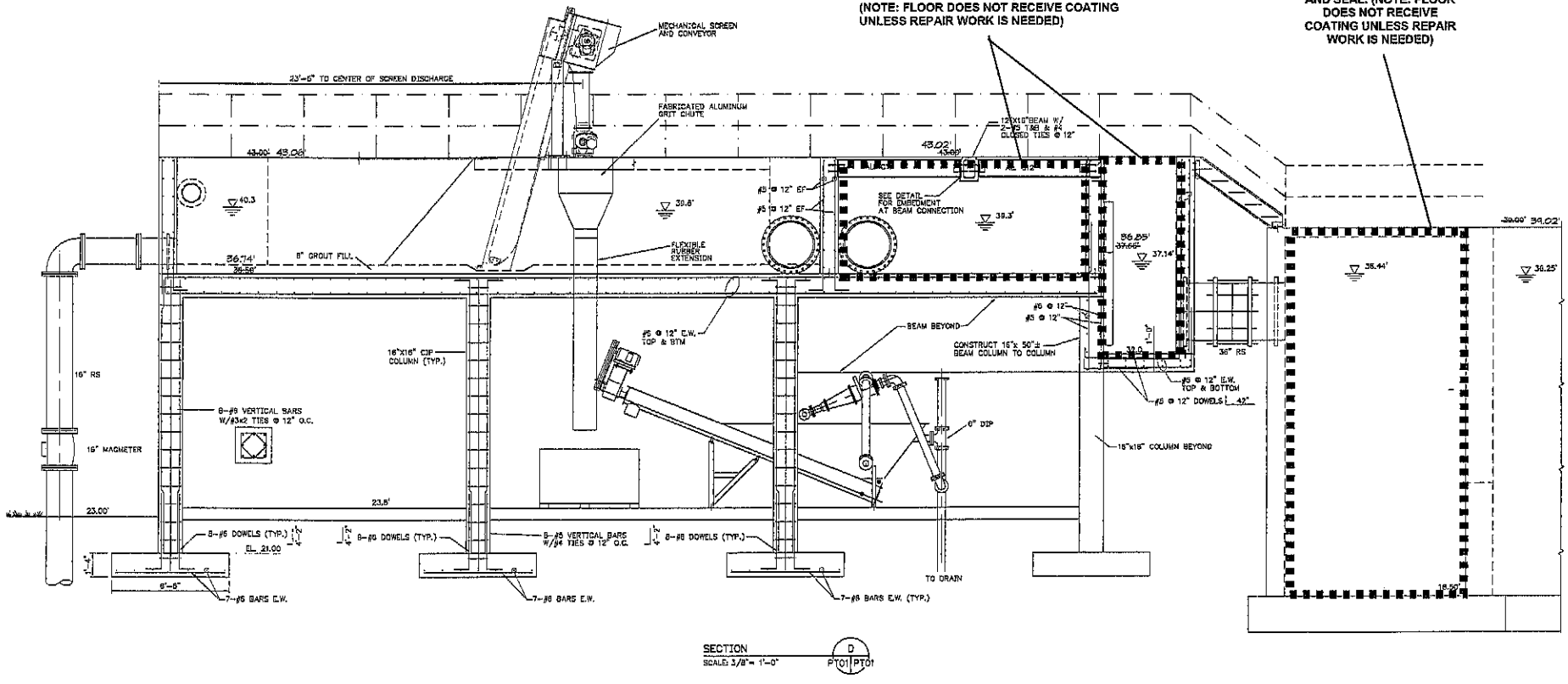
PLAN VIEW
HEADWORKS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
909 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOD REHABILITATION

PLAN VIEW HEADWORKS

SHEET 4/10



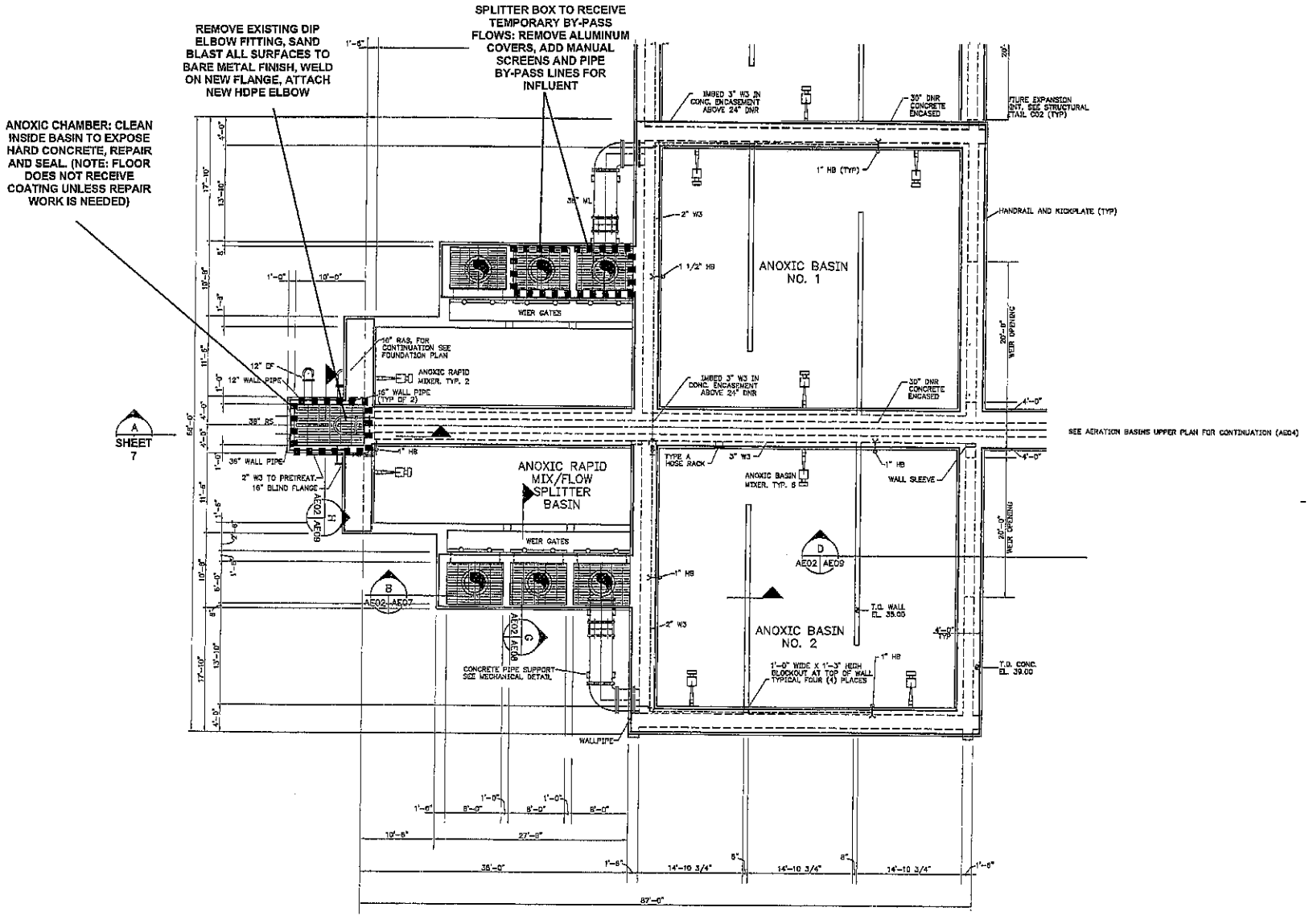
SECTION A-A
HEADWORKS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOD REHABILITATION

HEADWORKS SECTION VIEW

SHEET
5/10

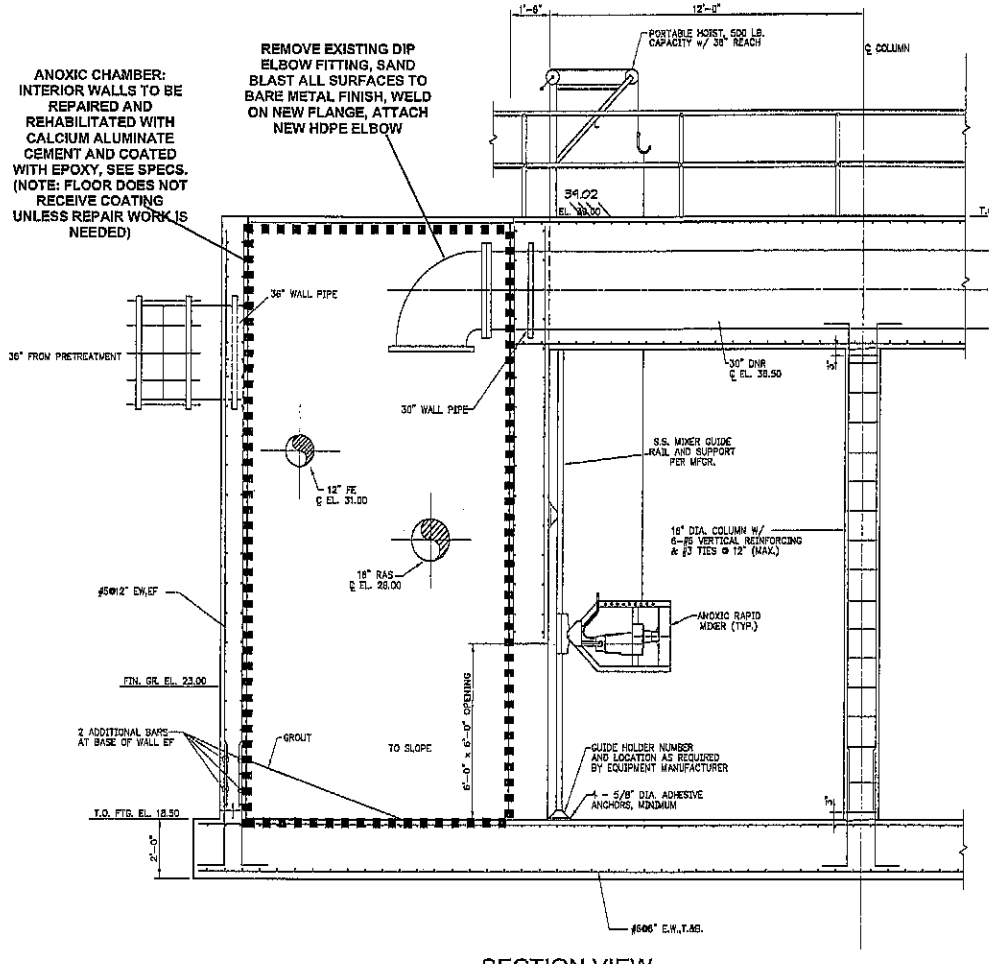


PLAN VIEW
ANOXIC CHAMBER

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOX REHABILITATION
ANOXIC CHAMBER

SHEET 6/10

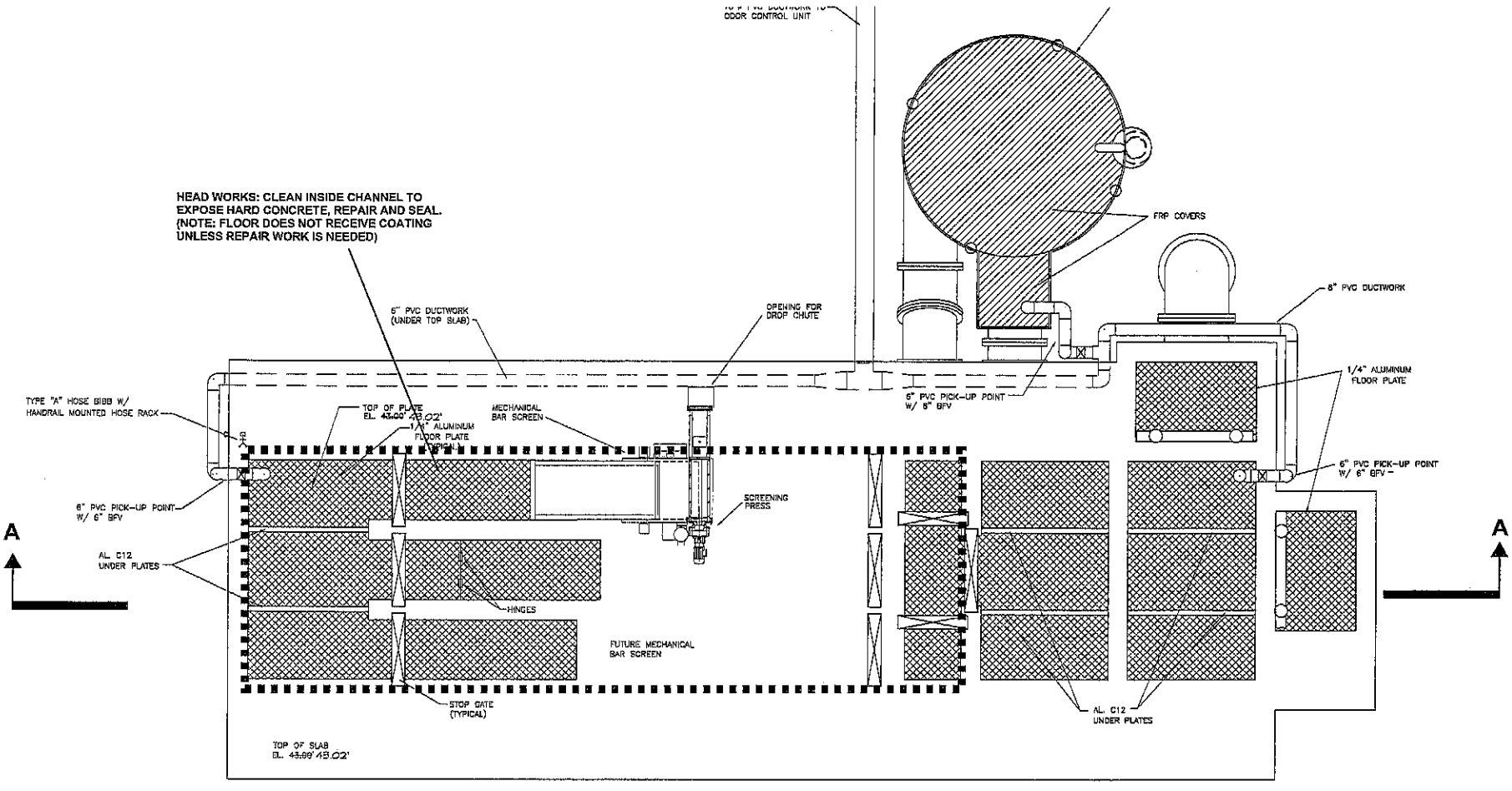


SECTION VIEW
ANOXIC CHAMBER

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOD REHABILITATION
ANOXIC CHAMBER SECTION VIEW

SHEET 7/10



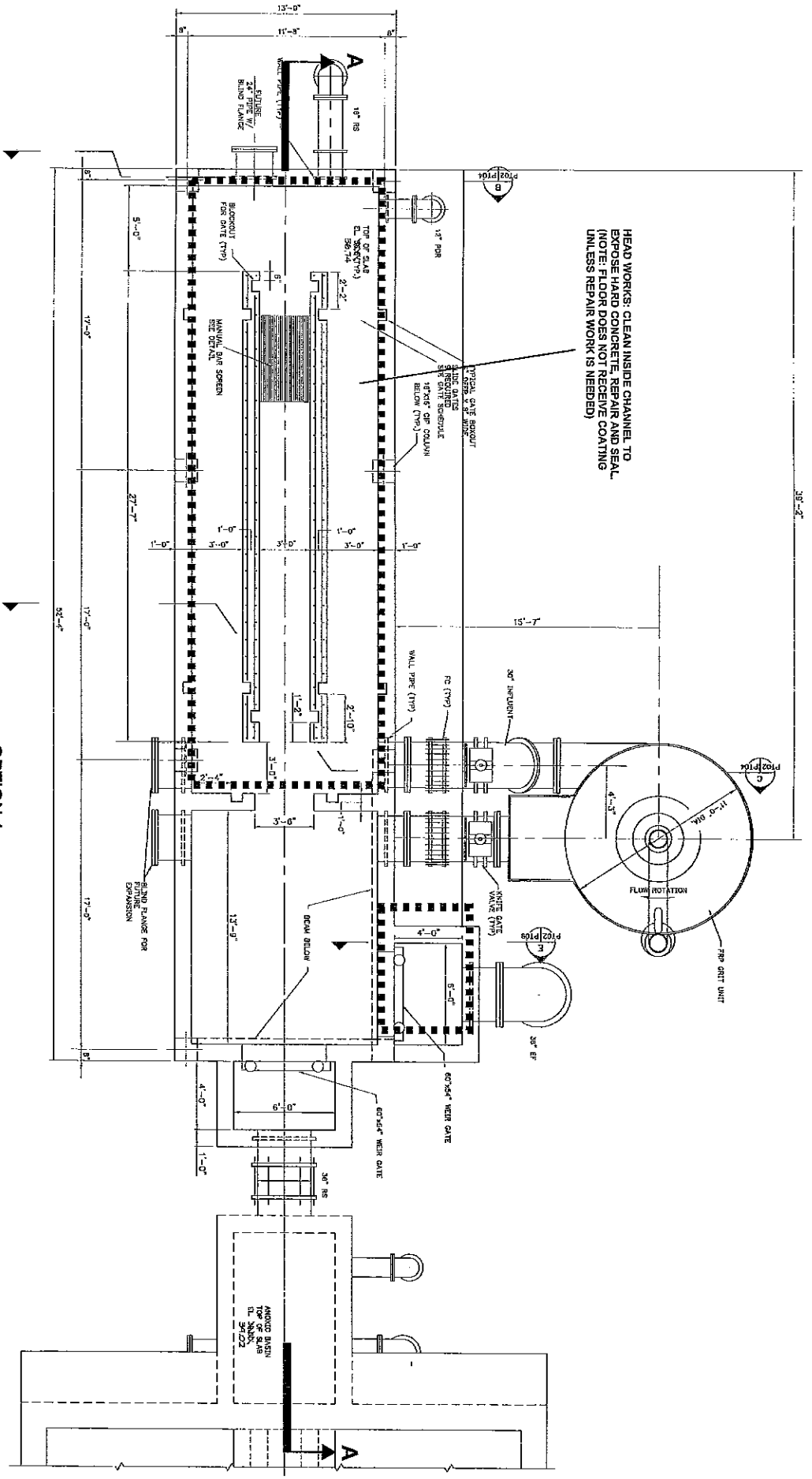
OPTION 1

PLAN VIEW
HEADWORKS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL. 34983
PHONE (772) 873-6400 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOX REHABILITATION
OPTION 1
PLAN VIEW - HEADWORKS

SHEET 8/10

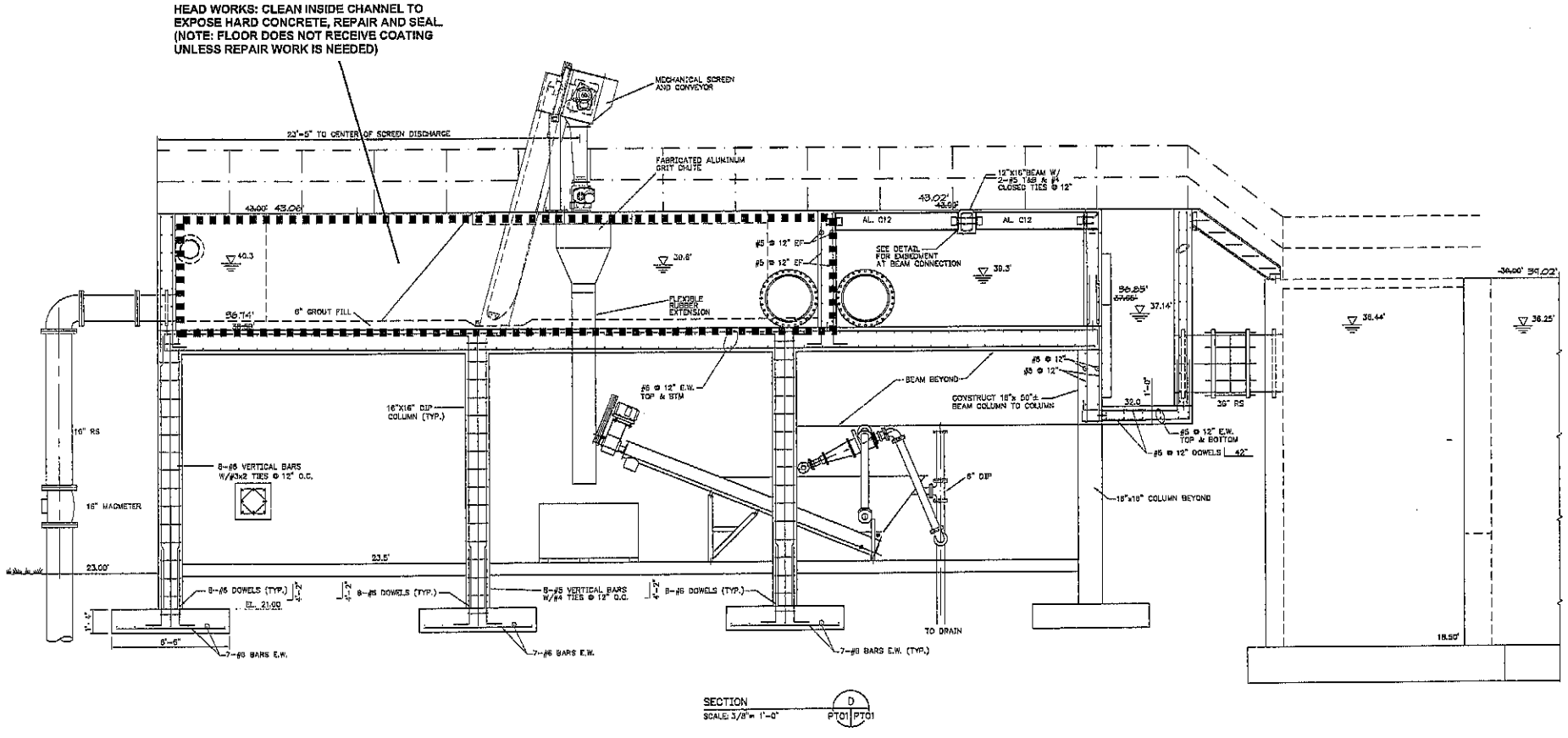


OPTION 1

PLAN VIEW

HEADWORKS

SHEET 9/10		WESTPORT WWTF HEADWORDS AND ANODIC BOD OPTION 1 I PLAN VIEW - HEADWORKS	CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6453		REVISIONS / SHEET DATA



SECTION D
SCALE: 3/8"= 1'-0" PT01 PT01

OPTION 1

SECTION A-A
HEADWORKS

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6480 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOD REHABILITATION
OPTION 1
HEADWORKS SECTION VIEW

SHEET 10/10

Addendum #4 Revised Bid Reply
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 17, 2016

1. **COMPANY NAME**:

_____

2. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

3. **REFERENCES**

List 3 references that your company has installed interior protective coating, SpectraShield or an approved equal on a project similar to this.

Reference 1
Company name:
Product name:
Contact person:
Contact phone number:
Contact email:
Reference 2
Company name:
Product name:
Contact person:
Contact phone number:
Contact email:
Reference 3
Company name:
Product name:
Contact person:
Contact phone number:
Contact email:

4. BID REPLY

Submit a detailed proposal including unit prices and material cost using the schedule of fees from Master 20160063 with your methodology to complete the project.

	Bid Item	Price
1.	Phase I: Repair to Concrete	
2.	Phase II: Installation of gates, mobilization, cleaning, final coating	
3.	Total of Not to Exceed Amount (this amount should be entered on the webpage on Demandstar)	

	Optional Bid Item (if budget allows)	Price
1.	Cleaning walls, ceilings and floor, repair of concrete reinforcement, application of coating system per specifications of the Upper half of the Headworks	

Discrepancies between the unit prices on the proposal and the "Not to Exceed" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: _____

Provide your confined space certification with your proposal.

5. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

This bid is submitted by: I, _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

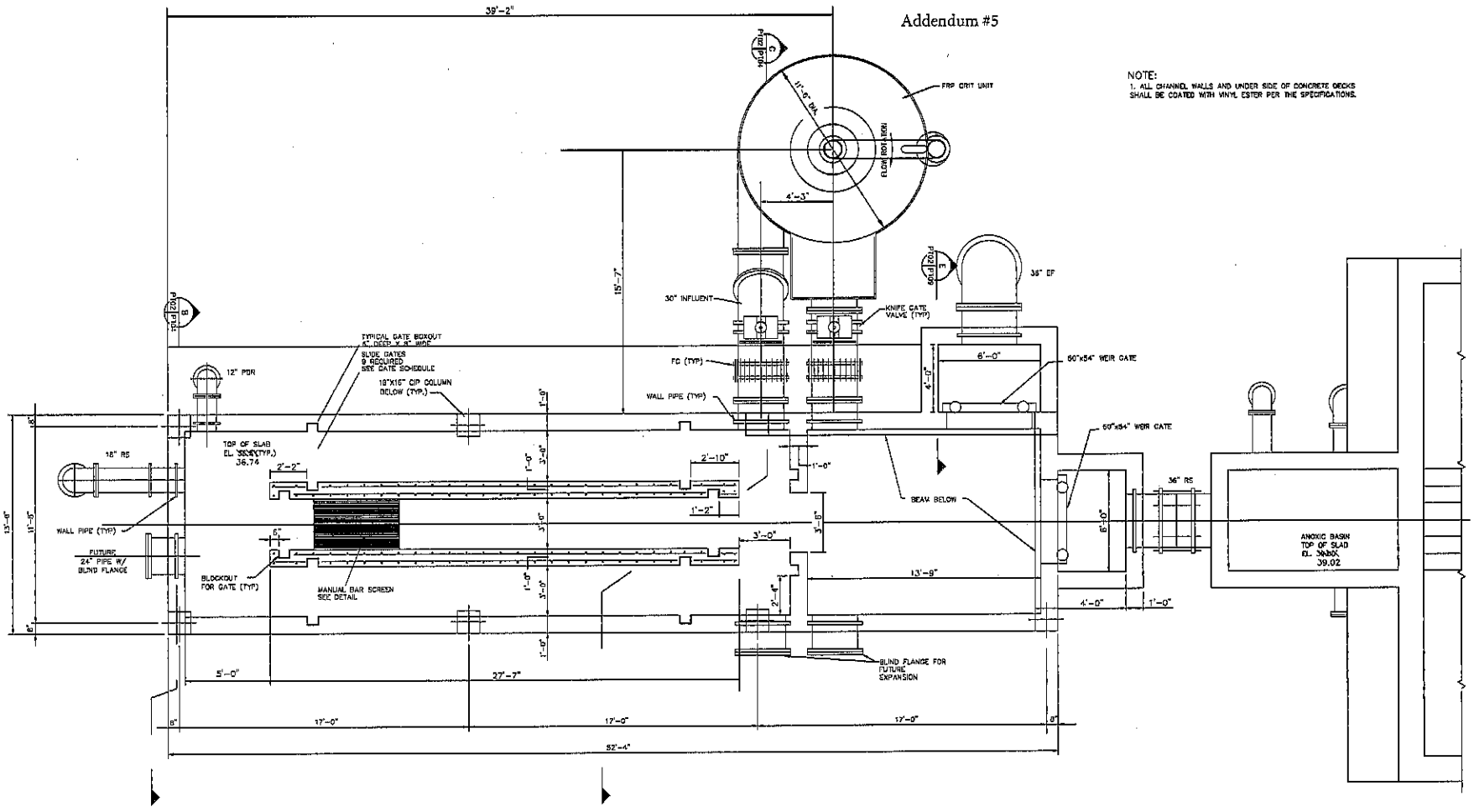
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

NOTE: The opening date has not been changed.

Instructions to Bidder: Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

Addendum #5



NOTE:
1. ALL CHANNEL WALLS AND UNDER SIDE OF CONCRETE DECKS SHALL BE COATED WITH VINYL ESTER PER THE SPECIFICATIONS.

RECORD DRAWING

NOTE
TEXT / DIMENSIONS SHOWN IN THIS STYLE FONT REPRESENTS RECORD DRAWING INFORMATION AS PROVIDED BY CONTRACTOR

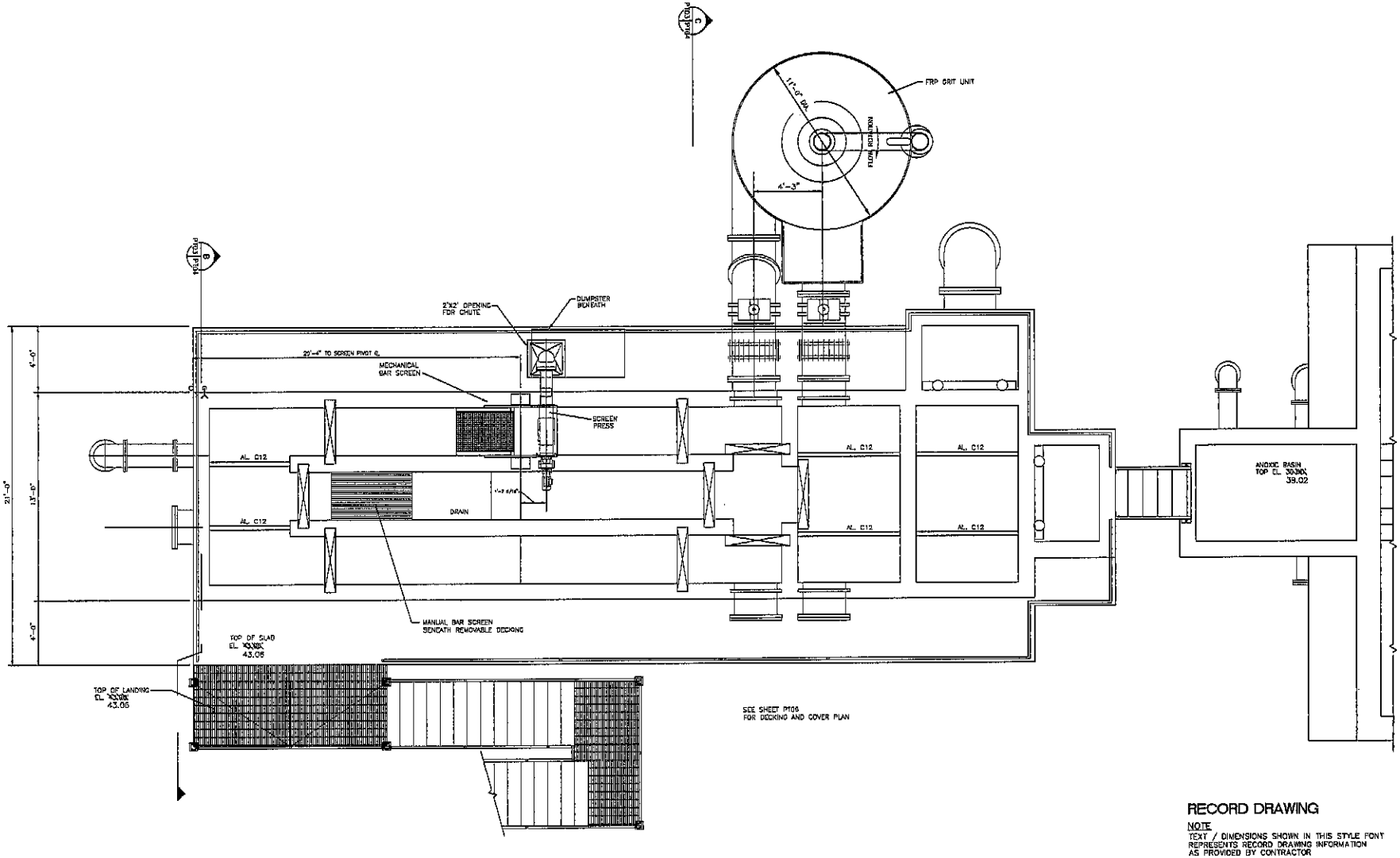
NO.	DATE	BY	APPV.	REVISION DESCRIPTION
3	06/01/05	T.S.	J.T.M.	ADDED RECORD DRAWING INFORMATION
2	2/21/03	JM	JM	REVISIONS PER SHOP DRAWINGS
1	12/5/03	JM	JM	REVISIONS PER SHOP DRAWINGS

DESG J.T.M.
DRWN N.B.S.
CHKD
APPV
DATE JAN. 2003

RMA
Reese, Macon and Associates, Inc.
5410 Lake Worth Road, Suite 307
Lake Worth, FL 33463
Tel. (561) 433-3225
Certificate No. 4757

CITY OF PORT ST. LUCIE
WESTPORT WWTF 4 MGD EXPANSION
PHASE 2
PRETREATMENT
CHANNEL FLOOR PLAN

SCALE: 3/8"= 1'-0" | JOB NO. 01-122 | DRAWING: PT02



RECORD DRAWING

NOTE
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NO.	DATE	BY	APRV.	REVISION DESCRIPTION
3	06/01/05	T.S.	J.T.M.	ADDED RECORD DRAWING INFORMATION
2	2/21/04	JM	JM	REVISIONS PER SHOP DRAWINGS
1	12/5/03	JM	JM	REVISIONS PER SHOP DRAWINGS

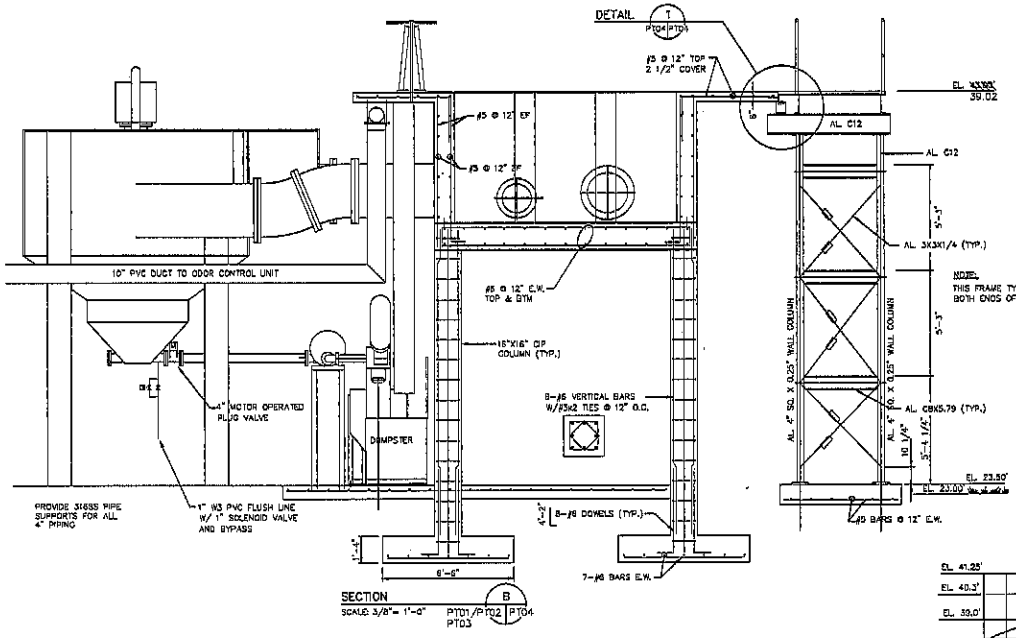
DESG J.T.M.
DRWN K.B.S.
CHKD
APRV
DATE JAN 2003

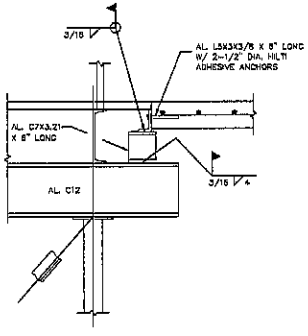
RMA
Reese, Macon and Associates, Inc.
6410 Lake Worth Road, Suite 207
Lake Worth, FL 33463
Tel. (561) 432-3225
Certificate No. 4757

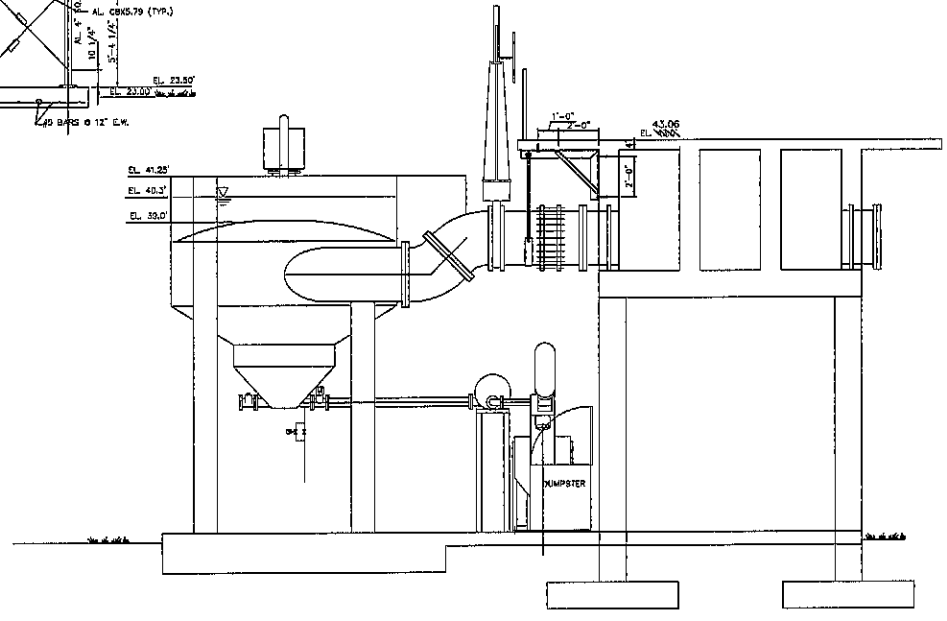
CITY OF PORT ST. LUCIE
WESTPORT WWTF 4 MGD EXPANSION
PHASE 2
PRETREATMENT
UPPER PLAN

SCALE 3/8" = 1'-0" | JOB NO. 01-122 | DRAWING: PT05

DWG NAME: G:\PJ\DWGS\PT05\01-122\Phase2\Pretreat\UPPLAN.dwg MOD. TIME: Mon, Apr. 05, 2004 9:33 AM PLOT TIME: Sun, Dec. 07, 2003 10:39 AM







RECORD DRAWING

NOTE
TEXT / DIMENSIONS SHOWN IN THIS STYLE FONT REPRESENTS RECORD DRAWING INFORMATION AS PROVIDED BY CONTRACTOR

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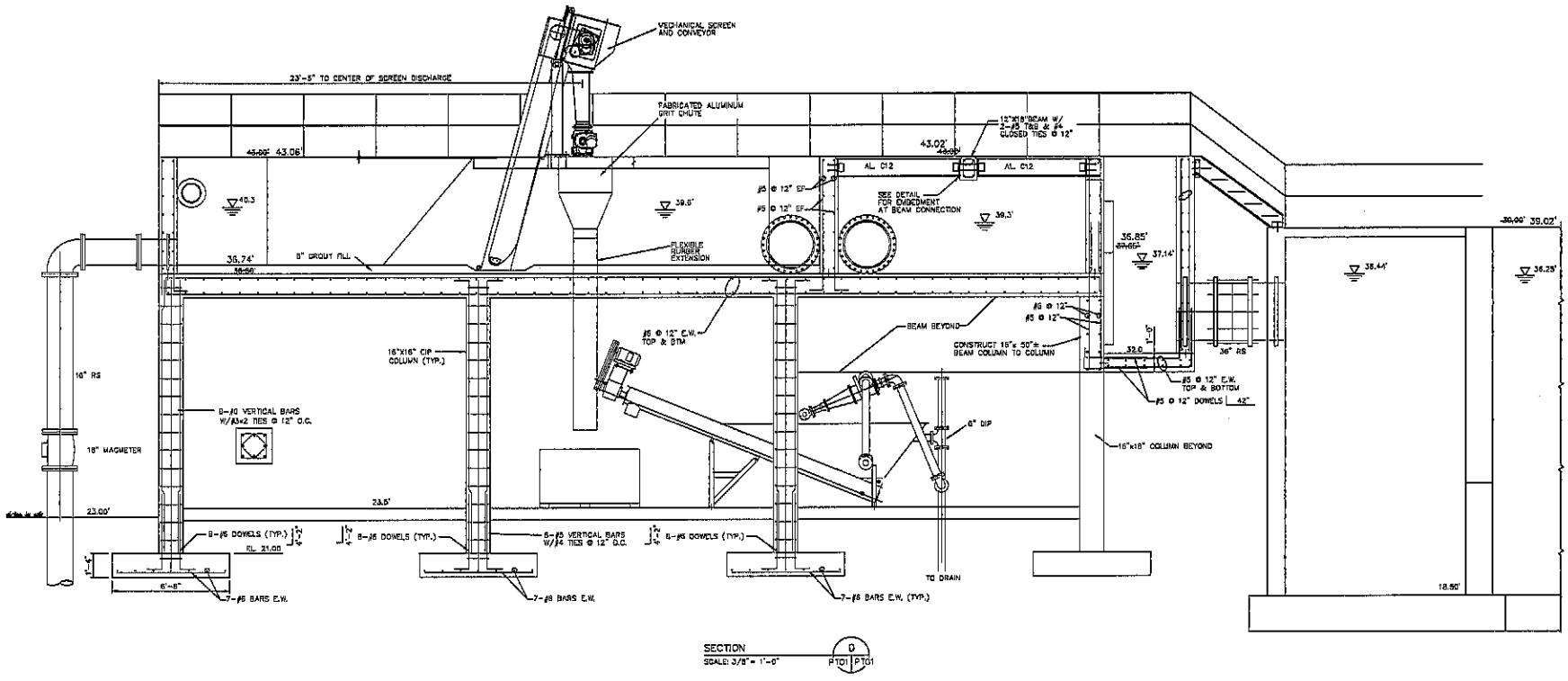
2	2/20/04	JM	JM	REVISED PER SUBMITTALS
1	4/11/03	JM	JM	REVISED GRIT PIPING

DESG J.T.M.
DRWN N.B.S.
CHKD
APRV
DATE JAN. 2003

RMA
Rooks, Macon and Associates, Inc.
5415 Lake Worth Road, Suite 307
Lake Worth, FL 33463
Tel. (561) 433-3035
Certificate No. 4707

CITY OF PORT ST. LUCIE
WESTPORT WWTF 4 MGD EXPANSION
PHASE 2
PRETREATMENT
SECTIONS AND DETAILS

SCALE: 3/8"= 1'-0" | JOB NO. 01-122 | DRAWING: PT04



SECTION D
SCALE: 3/8" = 1'-0"
PT01 | PT01

RECORD DRAWING

NOTE
TEXT / DIMENSIONS SHOWN IN THIS STYLE FONT REPRESENTS RECORD DRAWING INFORMATION AS PROVIDED BY CONTRACTOR

NO.	DATE	BY	APPR.	REVISION DESCRIPTION
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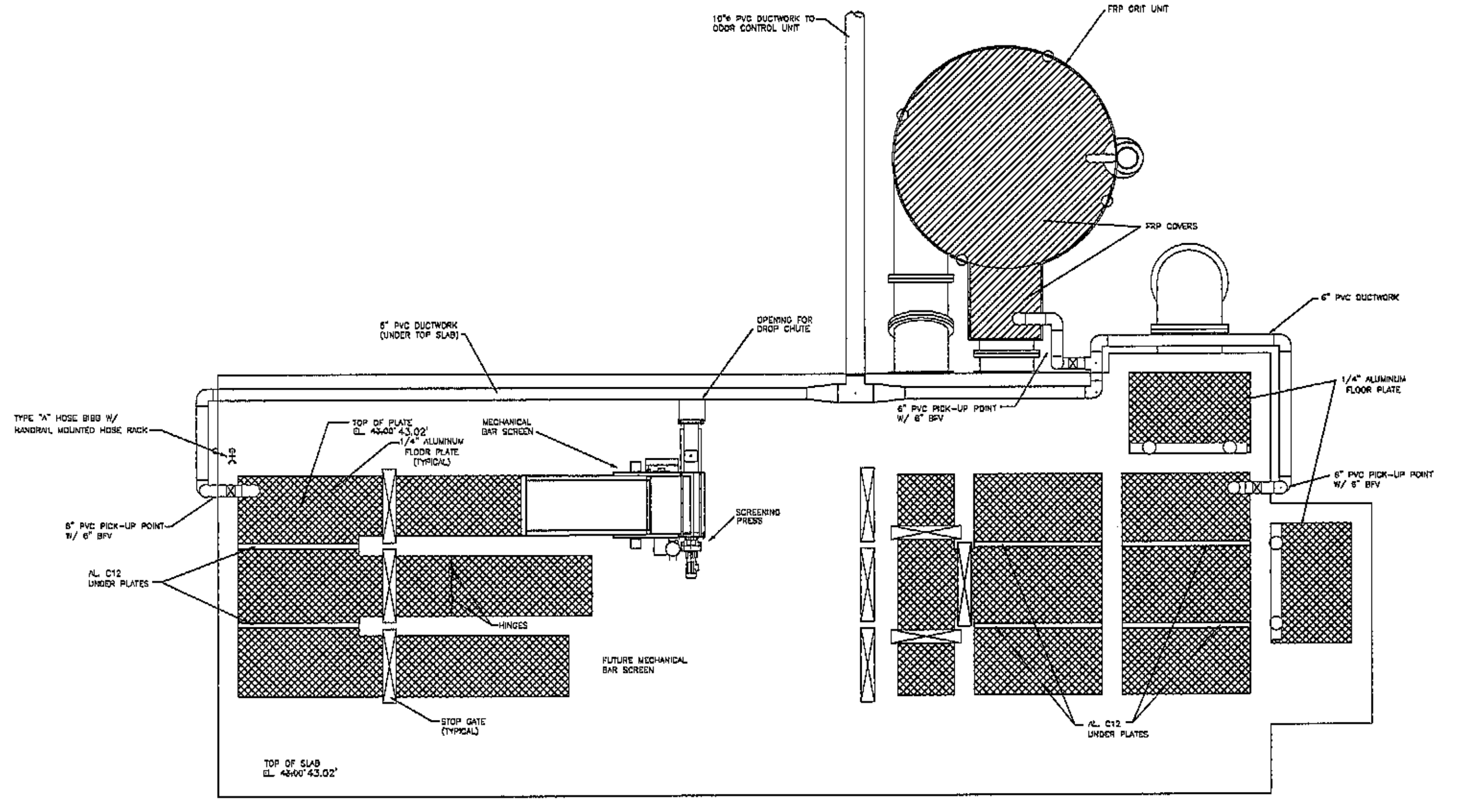
1	4/10/03	JM	JM	ADDED INFLUENT METER

DESC J.T.M.
DRWN N.D.S.
CHKD
APRV
DATE JAN 2003

RMA
Reece, Macon and Associates, Inc.
5415 Lake Worth Road, Suite 307
Lake Worth, FL 33463
Tel. (561) 433-3258
Certificate No. 4787

CITY OF PORT ST. LUCIE
WESTPORT WWTF 4 MGD EXPANSION
PHASE 2
PRETREATMENT
SECTIONS AND DETAILS

SCALE: 3/8" = 1'-0" | JOB NO. 01-122 | DRAWING: PT05



SEE STRUCTURAL DETAILS FOR COVER AND PLATE REQUIREMENTS

RECORD DRAWING

NOTE
TEXT / DIMENSIONS SHOWN IN THIS STYLE FONT REPRESENTS RECORD DRAWING INFORMATION AS PROVIDED BY CONTRACTOR

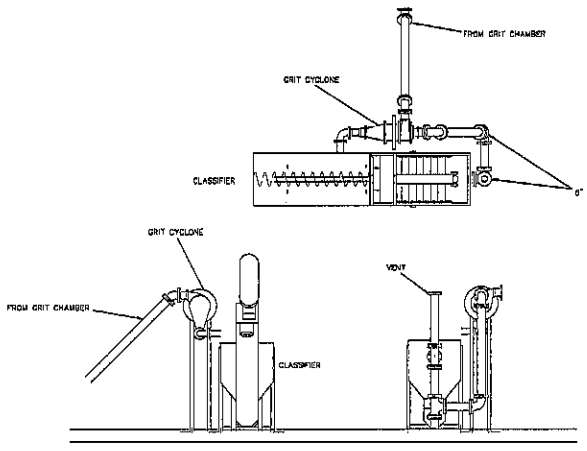
NO.	DATE	BY	APRV.	REVISION DESCRIPTION
1	06/01/05	T.S.	J.T.M.	ADDED RECORD DRAWING INFORMATION

DESG J.T.M.
DRWN N.B.S.
CHKD
APRV
DATE JAN 2003

RMA
Reese, Macon and Associates, Inc.
5416 Lake Worth Road, Suite 307
Lake Worth, FL 33463
Tel. (561) 433-3226
Certificate No. 4787

CITY OF PORT ST. LUCIE
WESTPORT WWTF 4 MGD EXPANSION
PHASE 2
PRETREATMENT
DECKING AND COVER PLAN

SCALE: 3/8" = 1'-0" | JOB NO. 01-122 | DRAWING: PT06



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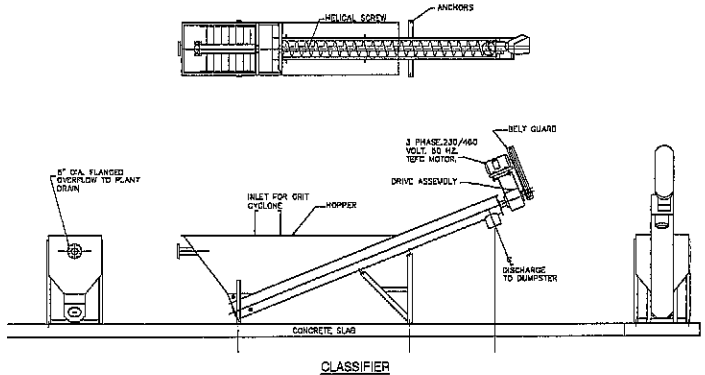
SCALE: NONE



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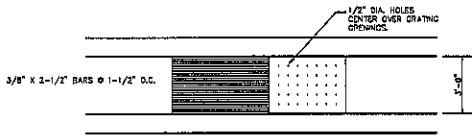
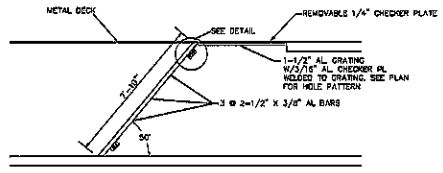


PLAN



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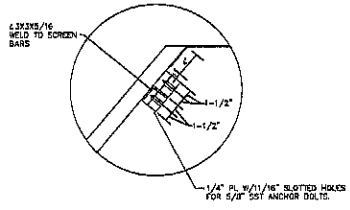
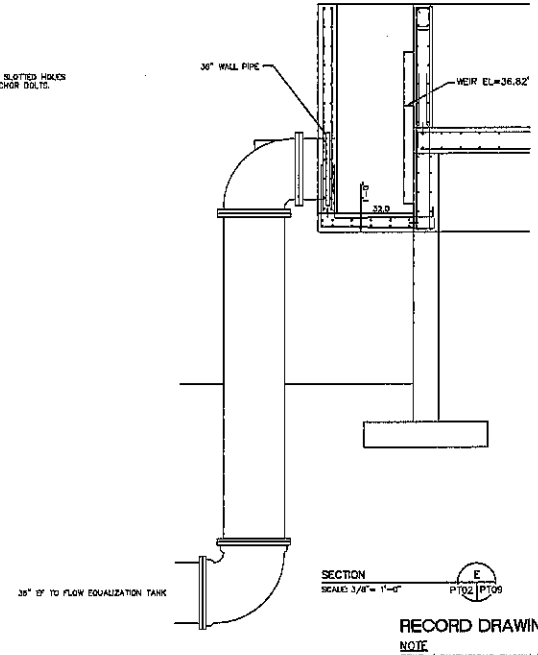


MANUAL BAR SCREEN DETAIL
SCALE: 3/8"= 1'-0"



SECTION
SCALE: 3/8"= 1'-0"
E
PT02 | PT09

RECORD DRAWING

NOTE
TEXT / DIMENSIONS SHOWN IN THIS STYLE FONT REPRESENTS RECORD DRAWING INFORMATION AS PROVIDED BY CONTRACTOR

NO.	DATE	BY	APRV.	REVISION DESCRIPTION
2	08/01/05	T.S.	J.T.M.	ADDED RECORD DRAWING INFORMATION
1	4/7/04	JM	JV	REVISED BAR RACK

DSGN J.T.M.
DRWN M.R.S.
CHKD
APRV
DATE JAN. 2002

RMA
Reese, Macon and Associates, Inc.
6410 Lake Worth Road, Suite 307
Lake Worth, FL 33463
Tel. (561) 433-3225
Certificate No. 4757

CITY OF PORT ST. LUCIE
WESTPORT WWTF 4 MGD EXPANSION
PHASE 2
PRETREATMENT
DETAILS

SCALE: AS NOTED | JOB NO. 01-122 | DRAWING: PT09

DWG NAME: G:\P\2001\01-122\Phase2\Pretreat\PT09.dwg PLOT TIME: Wed, Apr. 07, 2004 - 11:53 AM WED, DATE: Wed, Apr. 07, 2004 11:53 AM

Addendum #6

RODNEY HUNT COMPANY
a Zurn Company

ESTABLISHED 1840

ORANGE, MASSACHUSETTS, 01364-1251, U.S.A.

OPERATION & MAINTENANCE MANUAL

EQUIPMENT:	Weir/ Slide Gate Assembly w/ Manual Operator Spec Section 05950
PROJECT:	Westport WWTF Expansion to 6.0 MGD
C.E.:	Arcadis RMA, Inc. West Palm Beach, FL
EQUIP.REP.:	Moss-Kelley, Inc. Coral Springs, FL
SOLD TO:	R. J. Sullivan Corp. Pompano Beach, FL
MFG.:	Rodney Hunt Company Orange, MA **Shop Order# 081562-3**

46 MILL STREET • TEL 978-544-2511 • FAX 978-544-7204

TABLE OF CONTENTS

Operation & Maintenance Manual

Reference:
Weir/ Slide Gate Assemblies- Spec Section 05950
Westport WWTF Expansion to 6.0 MGD
C.E.: Arcadis RMA, Inc.- West Palm Beach, FL
Local Rep.: Moss-Kelley, Inc.- Coral Springs, FL
Sold To: R. J. Sullivan Corp.- Pompano Beach, FL
Mfg.: Rodney Hunt Company, S.O.# 081562-3

O&M Manual Table of Contents:

- Title Page
- O&M Manual Notes
- Table of Contents (this page)

PROJECT INFORMATION
- Supplied Equipment Listing
- Manufacturer's Sales & Service, Contact Information
- The Rodney Hunt Company Guarantee

EQUIPMENT INSTRUCTIONS
- Safety Information for Gate Equipment
- Storage and Handling
- Testing Procedures
- Operating Instructions
- Maintenance Instructions
- Maintenance & Lubrication Schedule

MANUFACTURER'S MANUALS
- "Instruction Manual, RHCo pub. # WCE 82-4

PARTS & MATERIALS DATA
- Parts List
- Spare Parts Information
- Materials Data Sheet
- Paint Data

DRAWINGS
- Drawing List

Item #1 Anoxic Aeration Basins- Replacement
E-71268 Inst. & Assy.: 60" x 27" Weir Gate w/ Manual Operator
E-40158-02 Stem Guide
E-40876 Hoist BS-5001.5
F-12292 Stem Cover

Item #2 Reclaimed Water Chlorine Contact Tanks- Gate # 12
E-71269 Inst.: 50" x 49" Slide Gate w/ Manual Operator
E-40158-03 Stem Guide
E-40876-05 Hoist BS-5001.5
F-12291 Stem Cover

RODNEY HUNT COMPANY
ALUMINUM SLIDE GATE
MATERIAL SPECIFICATIONS

CUSTOMER : R J Sullivan Corp. **January 25, 2010**
SHOP ORDER: 081562-3 **PROJ ENGR: DLR**

PAINT:

FERROUS NON-SUBMERGED (HOISTS)

CLEAN:	SSPC SP10	
PRIMER:	TNEMEC SERIES 141®	1 COAT 3.0 MILS DFT
FINISH:	TNEMEC 1075 ENDURA-SHIELD II®	1 COAT 2.5 MILS DFT

GATE MATERIALS:

FRAME	ALUM	ASTM B221 6061-T6
DISC	ALUM	ASTM B221 6061-T6
DISC STIFFENERS	ALUM	ASTM B221 6061-T6
HY-Q SEAL	NEOP	ASTM D2000 (NEOPRENE)
"J" SEALS	NEOP	ASTM D2000 (NEOPRENE)
HH CAP SCREW	SS	ASTM F593 304 44KSI MIN YIELD

HOIST MATERIALS:

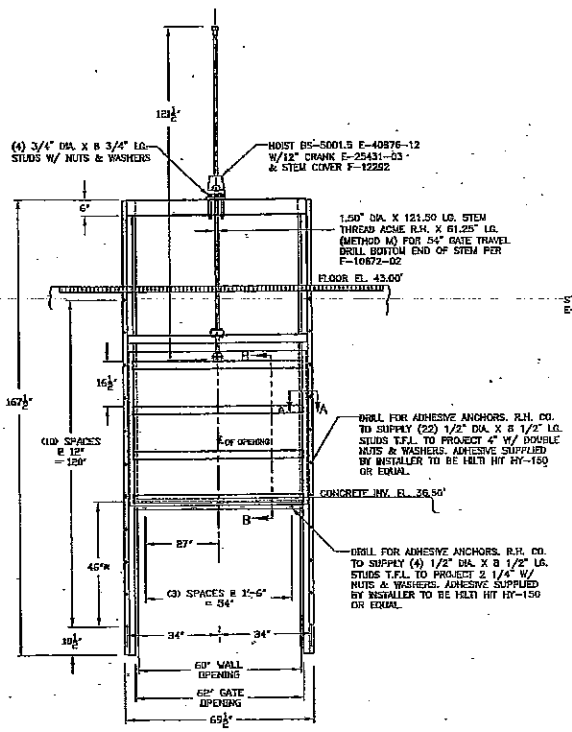
STANDNUT	BRZ	ASTM B584 CA865
HOIST CASE & COVER	CI	ASTM A126 CLASS B

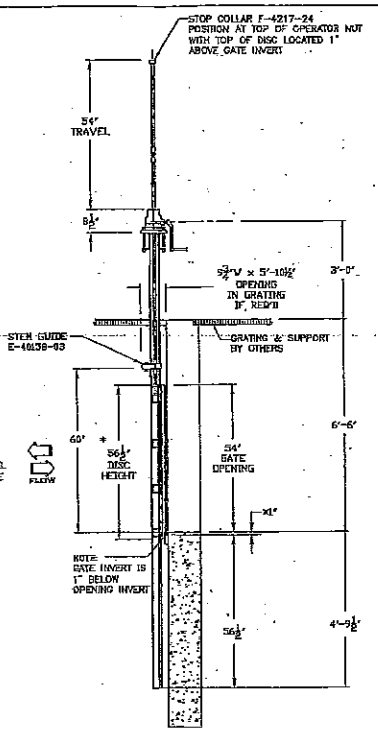
OTHER MATERIALS:

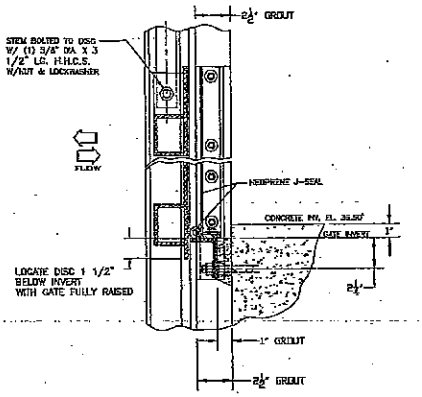
THRUST NUT	ALUM	ASTM B26 CA356
STEM	SS	ASTM A276 304 CONDITION A
STEM COVER	PLASTIC	D3935 / D707
ANCHOR STUD	SS	ASTM A276-304 COND A
ANCHOR NUT	SS	ASTM F594-304 COND A

REMARKS:

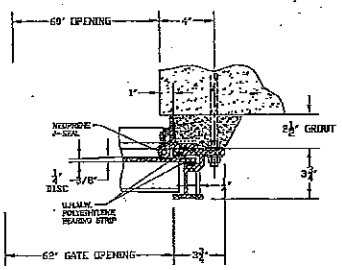
ALUMINUM SURFACES IN CONTACT WITH CONCRETE TO BE FIELD COATED BY OTHERS (CONSTRACTOR).
SPECIAL WELDION STIFFENERS







SECTION B-B



SECTION A-A

* DIMENSIONS FROM GATE INVERT

ALUMINUM SURFACES IN CONTACT WITH CONCRETE TO BE FIELD COATED BY OTHERS

ALT	CHANGE	BY	CKD	DATE	ALT	CHANGE	BY	CKD	DATE

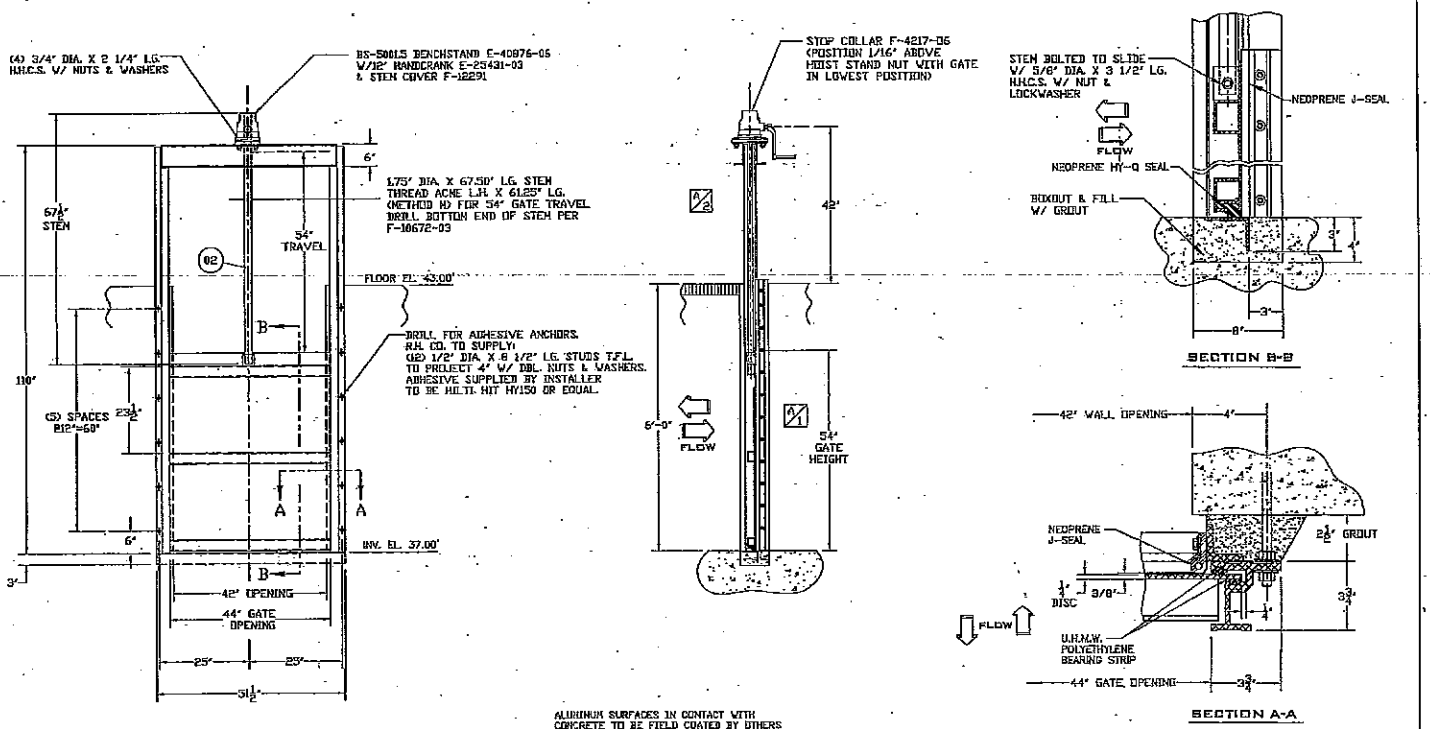
PROJECT: WESTPORT WWTP
PORT ST. LUCIE, FL
LOCATION: PRETREATMENT: SURGE INFLUENT & AERATION INFLUENT
PLAN SHEET PT02, 03 & 08
EQUIP./GATE Nos: 10 & 11 QTY.: 2 ITEM Nos: 4 & 5
FOR MATERIALS, SEE SPECIFICATION SHEET: 030532-3

RODNEY HUNT COMPANY ORANGE, MA. 01364-1251

THIS DRAWING IS THE PROPERTY OF RODNEY HUNT COMPANY (RHC). ACCEPTANCE OF THIS DRAWING REPRESENTS AGREEMENT BY THOSE IT GOES TO THAT SUCH DRAWING SHALL NOT BE REPRODUCED OR LOANED TO OTHERS, OR USED IN ANY WAY DETRIMENTAL TO THE INTERESTS OF RHC, NOR USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED, AND IS NOT TO BE DISCLOSED TO OTHERS WITHOUT PRIOR WRITTEN PERMISSION FROM RHC.

INST. & ASS'Y: 60" X 54" ALUMINUM WEIR GATE SERIES 761W	
FOR: R. J. SULLIVAN CORP.	
DRAWN TLK	DESIGNED TLK DATE 9/29/03
CHECKED	APPROVED SCALE N.T.S.
ORDER NO. 030532-3	DWG. NO. E-60365

FRM: E-35486 DISC: B-32223 STEM: F-8602A . STIF. SPACING IF EQUAL: 16.50 YOKE: OSX 2.634 YOKE ATTACH: E-35487 STEM GUIDE ATTACH: /SAVED AS: MISC/TH NUT F-10209-02



ALUMINUM SURFACES IN CONTACT WITH CONCRETE TO BE FIELD COATED BY OTHERS

ALT	CHANGE	BY	CKD	DATE
A	1. WAS 72" HIGH 2. REMOVED REMOTE DRIVE	TLK		3/1/04

PROJECT: WESTPORT WWTF
PORT ST. LUCIE, FL
LOCATION: PRETREATENT; BYPASS OPENING
PLAN SHEET PT02, 03 & 06
EQUIP./GATE No.: 8 QTY.: 1 ITEM No.: 3
FOR MATERIALS, SEE SPECIFICATION SHEET: 030532-3

RODNEY HUNT COMPANY ORANGE, MA. 01364-1251

INST. & ASS'Y: 42" X 54"
ALUMINUM SLIDE GATE; SERIES 721
FOR: R. J. SULLIVAN CORP.

DRAWN	DESIGNED	DATE
TLK	TLK	9/29/03
CHECKED	APPROVED	SCALE
		N.T.S.

ORDER NO. 030532-3 DWG. NO. E-60364

FRM: E-55484 DISC: E-35563 STIFF: STIFF. SPACING 6" EQUAL: 23.50 YOKE: C6 X 2.834 YOKE ATTACH: STEM GUIDE ATTACH: SAVED AS: MISC'TH. NUT F-10209-03

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT

CONCRETE RESTORATION OF HEADWORKS AT WESTPORT WASTEWATER TREATMENT FACILITY

Technical Specifications

Prepared By

Port St. Lucie Utility Systems Department

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
WESTPORT WASTEWATER FACILITY HEADWORKS REHABILITATION
TECHNICAL SPECIFICTIONS

TABLE OF CONTENTS

01010	Summary of Work
01025	Measurement and Payment
01200	General Notes
01300	Submittals
01400	General Quality Control
01510	Temporary Utilities
01630	Substitutions and Product Options
01700	Contract Close-out
01710	Cleaning
01740	Warranties and Bonds
02610	Pipe and Fittings
09910	Concrete Rehabilitation
Appendix	Slide Gate Shop Drawing (City Furnished)

END OF SECTION

SECTION 01010

SUMMARY OF
WORK

PART 1 – GENERAL

1.1 LOCATION OF WORK

A. The project sites are located at the Westport Wastewater Treatment Facility (WWTF).

B. The accessibility to the work site shall be as shown on the project figures. Accessing the interior of all of the structures shall be the responsibility of the CONTRACTOR. All expenses associated with accessing the work site, including confined space entry, shall be included in the bid pricing.

C. Damage to existing structures, roadways, piping, appurtenances, equipment, and utilities as a result of the Contractor's activities, shall be replaced and restored to like-new condition by the Contractor at his sole expense.

D. The Contractor shall implement all required measures to provide PSLUSD personnel and equipment with complete access to all work site areas during the entire course of performing this project.

1.2 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required to complete the scope of work as shown on the enclosed exhibits and as specified herein. The work shall be complete. All labor, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

B. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows which shall include, but is not necessarily limited to the following:

Concrete restoration of the headworks located at the Westport Wastewater Treatment Facility, including mobilization, bypass piping, cleaning and removal of any existing deteriorated coating, installation of interior protective coating in areas outlined. Other miscellaneous structural repairs will be required including repair of interior concrete walls, reinforcement steel repair, repair of cracks on the concrete structure and remove and replacement of three (3) owner provided slide gates, testing, clean-up, restoration of site, and demobilization.

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied within.

1.3 WORK BY OTHERS

A. Interference With Work on Roads/Utilities: the CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in relocation, altering, or otherwise rearranging of any Road/Utility facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities. CONTRACTOR shall minimize road lane closures and obtain County approval in writing and secure any necessary permits prior to any lane closures or work in the right-of-way.

B. Concurrent Work by Other CONTRACTORs: The CONTRACTOR's attention is directed to the fact that work may be conducted adjacent to or on the site by other CONTRACTOR's during the performance of the Work of this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other CONTRACTORs.

C. Refer to the General Conditions for additional requirements.

1.4 WORK SEQUENCE

A. Perform Work to ensure completion of the Work within the Contract Time. Completion dates of the various stages shall be in accordance with the approved construction schedule submitted by the CONTRACTOR. The CONTRACTOR shall provide a written plan and schedule in the event he desires to perform work from different stages concurrently. A written plan describing the CONTRACTOR's intent must be submitted for approval by the ENGINEER.

1.5 CONTRACTOR's USE OF PREMISES

A. CONTRACTOR shall have use of the premises as indicated on the drawings for the performance of the Work, subject to ongoing work by other CONTRACTOR's and the City.

B. Coordinate use of premises with the City.

C. CONTRACTOR shall assume full responsibility for security of all his and his sub-CONTRACTOR's materials and equipment stored on the site.

D. If directed by the City, move any stored items which interfere with operations of the City or other CONTRACTOR's.

E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

F. The CONTRACTOR shall be responsible for obtaining temporary sanitary facilities during construction and all associated costs.

PART 2 – PRODUCTS (NOT

USED) PART 3 – EXECUTION

3.1 GENERAL

A. The CONTRACTOR shall coordinate construction and reconstruction work with the City. Unless otherwise indicated, the CONTRACTOR shall be responsible for the sequence of the work. All work shall be performed in accordance with applicable safety rules and regulations.

B. The CONTRACTOR shall insure that any utilities connected to structures, equipment, and facilities to be removed, relocated, salvaged, replaced, or abandoned shall be rendered inoperable, replaced with new utilities, or adequately bypassed with temporary utilities before proceeding with reconstruction.

C. The CONTRACTOR shall take precautions to avoid damage to adjacent facilities and to limit the reconstruction activities to the extent indicated. If reconstruction beyond the scope indicated is required, the CONTRACTOR shall obtain approval from the City prior to commencing work.

3.2 DISPOSAL

A. Clearing and grubbing and removal of debris, where necessary, shall minimize interference with roads, streets, walks, and other adjacent occupied or used facilities which shall not be closed or obstructed without permission from the OWNER. Alternate routes shall be provided around closed or obstructed traffic ways.

B. Site debris, rubbish, and other materials resulting from reconstruction operations shall be legally removed and disposed of at the CONTRACTOR's expense. Structures and equipment to be demolished shall be cleaned prior to demolition and the wash water properly disposed. No trace of these structures shall remain prior to placing of backfill in the areas from which structures were removed.

C. Refuse, debris, and waste materials resulting from demolition and site clearing operations shall not be burned. All refuse and waste material shall be disposed of at the IRC Landfill with the CONTRACTOR paying all transportation and disposal fees.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 GENERAL

Measurement and payment will be based upon work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, dewatering, backfilling, leakage tests, surveying, density tests, or other incidental items of work not shown in theAgreement.

1.2 MEASUREMENT

1. Phase I

a. Base: Measurement shall be on a lump sum basis to repair all interior walls, ceilings and floor, repaired in accordance with specifications and accepted by the City. This item shall include mobilization, bond and insurance, cleaning patching and coating of walls, ceilings, and floor per recommended guidelines, including the surface preparation, repair of reinforcement and concrete to original thickness, apply mortar coat, and surfacer, replacement of 90 degree bend in Anoxic basin, cleaning of piping and recoated within designated area, replacement of grading supports in anoxic basin as shown on plans and specifications.

b. By-Pass Pretreatment System - Measurement shall be on a lump sum basis to bypass the pretreatment system as required to perform other restoration work. Work shall include but is not limited to making a permanent connect to the 36" Effluent pipe, providing 2 each permanent plug valves at connection point, permanent DIP from the 36" Effluent pipe up to the top of the Anoxic Flow Splitter Basins, painting of permanent piping, pipe supports, temporary PVC piping from Permanent piping to individual splitter boxes, restraints, 6 MGD bar screens, and temporary isolation valves.

2. Phase II

a. Replace Slide Gates - The unit bid price per slide gate shall including all materials, labor, equipment, tools and incidentals necessary to remove existing slide gated and install new slide gates in accordance with the specifications and accepted by the City. The existing slide gate(s) located at the headworks have corroded and are in operable. The slide gate assemblies – including frames, fasteners, etc., shall be removed from the interior channels and exterior slab top. Damaged concrete shall be restored. Remove existing gates, clean and repair damaged wall surfaces, install City purchased gates per manufacturer's recommendations.

b. Remobilization and applying coating system - Measurement shall be on a lump sum basis and shall include remobilization to install slide gates once delivered onsite, recleaning of walls ceilings, and floor, and the application of coating system per plans and specifications.

3. Optional Bid Item

Measurement shall be on a lump sum basis to repair all interior walls, ceilings and floor, repaired in accordance with specifications and accepted by the City. This item shall include bond and insurance, cleaning patching and coating of walls, ceilings, and floor per recommended guidelines, including the surface preparation, repair of reinforcement and concrete to original thickness, apply mortar coat, and surfacer per plans and specifications.

1.3 PAYMENT

Payment will be made at the respective contract unit and/or lump sum price for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all work in connection therewith and incidental thereto.

1.4 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY

Where pavement, trees, shrubbery, fences, or other property or surface structures not designated as pay items have been damaged, removed, or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances, or the specific direction of the City, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the City.

END OF SECTION

SECTION 01200

GENERAL NOTES

The Department Inspectors may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The Inspector is authorized to revoke, alter or waive any requirements of the specifications upon direction from the City's Engineer for the project, and is authorized to notify the Contractor of any failure of work or materials to conform to the plans, specifications and City standards. The Inspector shall have the authority to reject materials or suspend the work until questions of issue can be referred to and decided upon by the City.

1. The Contractor shall not use City staff including the Inspector as foreman or perform other duties for the Contractor nor interfere with the management of the work.
2. All work that has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of work and replaced with satisfactory material by the Contractor, at his expense.
3. Inspections will be scheduled for regular working hours only, except for nights or when plant operation disruptions are involved. A City inspector(s) are required for plant water system taps, equipment testing and system startups and shall include that the manufacturer's representative present.
4. The Department shall be provided with at least two (2) full working days notice for scheduled inspections. Inspectors will make unscheduled visits as needed to inspect such items as materials on site and clearances between conflicting lines.
5. It shall be the responsibility of the Contractor to schedule inspections with the City's inspector and Engineer or the City's designated representative to be present at all scheduled tests and inspections.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 – GENERAL

1.1 The Requirement

A. This section specifies the means of all submittals. All materials furnished for this project shall have a shop drawing submittal prior to installation. All submittals shall be directed through the CITY. A general summary of the types of submittals and the number of copies required is as follows:

Copies to City	Type of Submittals
3	Progress Schedule
3	Schedule of Payment Items
3	Shop Drawings
3	Certificates of Compliance
3	Warranties
2	Product Samples
3	Operation and Maintenance Manuals

B. Shop drawings shall be furnished by the Contractor, but not necessarily limited to, the following project items:

1. Valves
2. Piping, fittings and piping fabrications and certifications
3. Hangers and supports
4. Fasteners
5. Miscellaneous metal fabrications
6. Concrete

1.2 SUBMITTAL PROCEDURES

A. Submittals shall be made by the CONTRACTOR prior to commencing project work. Work on project items shall not commence without a properly reviewed shop drawing.

B. Transmit each submittal clearly identifying the project name, the project CONTRACTOR, the enclosed materials, and specification section and submittal number. Identify variations from Contract Documents and Product or system limitation.

C. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such

D. Distribute copies of reviewed submittals to concerned parties. Instruct parties to

promptly report any inability to comply with provisions.

E. Submittals shall be made by the CONTRACTOR prior to commencing project work. Work on project items shall not commence without a properly reviewed shop drawing.

1.3 CONSTRUCTION SCHEDULE

A. The Contractor shall use a progress schedule, and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Start Date, Finish Date, and Duration of Activity.

B. The effective or starting date of the schedule (the date indicated in the Notice-to-proceed)

C. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work.

D. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm.

1.4 SCHEDULE OF PAYMENT ITEMS

A. The CONTRACTOR shall submit a Schedule of Payment Items for review within two weeks after receiving the Notice to Proceed. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period and shall directly correlate on an item by item basis to each individual activity detailed on the construction schedule. The sum of all schedule items shall equal the total value of the Contract. Reference the Section entitled "Measurement and Payment" for further details.

B. The CONTRACTOR shall expand or modify the above schedule and materials listing as requested by the CITY's initial or subsequent reviews.

1.5 PROGRESS PAYMENT APPLICATIONS

A. Application for payments shall be made to the CITY for review and for processing. Only one application shall be made per 30 day period. First application to be made a minimum of two weeks after notice to proceed.

B. Only work items completed by the CONTRACTOR and accepted by the CITY shall be included in applications for payment. Materials stored on or off-site shall not be included in the application for payment.

1.6 SHOP DRAWINGS

A. The Contractor shall submit for review by the CITY shop drawings for all materials, equipment, coatings, fabrications, control and control logic furnished for this project and as specifically requested by the CITY.

B. Shop drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, straps, fasteners, electrical connections, water connections, air connections, etc. depending on the subject of the Drawings.

C. When so specified, or if acceptable to the CITY, the manufacturer's specifications, catalog data, descriptive material, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, in so far as applicable. Catalog sheets that show multiple items shall be clearly marked in a manner as to indicate the specific item being supplied and its material(s).

D. When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. Actual warranties shall be original and notarized.

E. No material or equipment shall be purchased or fabricated until the required shop drawings have been reviewed, accepted, and a stamped or written "FURNISHED AS SUBMITTED" or FURNISH AS CORRECTED" by the CITY.

F. Only submittals which have been checked and corrected by the Contractor should be submitted by the Contractor.

G. The CITY's review of the shop drawings shall be general and shall not relieve the Contractor of the responsibility for details of design, dimension, etc. necessary for proper fitting and construction of the Work.

H. For submissions containing departures from the contract documents, the Contractor shall include proper notification to the CITY and explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such modifications are accepted the Contractor, at no additional cost to the CITY, shall do all Work necessary to make such modifications.

I. Whenever a particular brand or make of material, equipment or other such item is specified or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design and type desired and to supplement the detailed specifications. An "or equal" brand or make which, in the opinion of the CITY is equivalent to that specified or indicated may be offered as an alternate subject to the following provisions:

    1. Contractor shall submit for each proposed alternative sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the CITY to determine if the proposed alternative is equal.

    2. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.

    3. In all cases the CITY will be the sole and final judge as to whether a proposed alternative is to be accepted for this project.

    Each shop drawing submittal shall be complete in all aspects. All shop drawing

transmittal letters shall include Contractor's name and phone number, project name, submittal number, referenced specification section number(s), equipment or material description(s), submittal date, contractor's reviewer's initials.

END OF SECTION

SECTION 01400

GENERAL
QUALITY
CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

Definition: Specific quality control requirements for the work are indicated throughout the contract documents are not repeated herein. The requirements for this section are primarily to performances of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify CITY's and Engineer's duties relating to quality control and Contract enforcement.

1.2 RESPONSIBILITY FOR INSPECTIONS AND TESTS

Unless otherwise noted all testing and inspections required by these specifications shall be performed by a proper certified entity. All costs associated with the testing and inspections shall be the Contractor's responsibility. The Contractor shall also be responsible for all tests or inspection required by any entity having jurisdictional control over the work.

The costs for those required services by independent testing laboratories are recognized to be included in the contract sum.

No failure of test agencies, whether engaged by CITY or Contractor, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the Contractor of responsibility for fulfillment of the requirements of the contract documents.

1.3 QUALITY ASSURANCE

General Workmanship Standards: Except as more definitively specified, the Contractor shall comply with recognized Workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. It is a requirement that each category of tradesperson or installer performing the work be pre-qualified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and of being capable of workmanship complying with those standards.

1.4 PRODUCT DELIVERY-STORAGE-HANDLING

General: Handle, store and protect materials and products including fabricated components, by methods and means which will prevent damages, deteriorations and losses including theft (and resulting delays), thereby insuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long term storage at the project site prior to installation. Contractor shall provide covered, inside storage for all new equipment on the site which is not intended for outside installation. Electrical, hydraulic and pneumatic connections on all equipment shall

be protected from the elements. Contractor shall store all material on the project site unless specifically authorized otherwise by the CITY.

PART 2 – PRODUCTS (not applicable)

PART 3 – EXECUTION

3.1 PREPARATION FOR INSTALLATION

Installer's Inspections of Conditions: The Contractor shall require the fabricator and installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to the Contractor and the CITY) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.2 INSTALLATION QUALITY CONTROL

Manufacturer's Instructions: Where installation include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the contract documents.

The Contractor shall inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

Provide attachment and connection devices and methods for securing work as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated.

The Contractor shall recheck measurements and dimensions of the work, as an integral step of construction and starting each installation.

Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

Mounting Heights: Except as otherwise noted, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to the CITY for final decision.

Adjust, clean, lubricate, restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remained of the construction period.

END OF SECTION

SECTION 01510

TEMPORARY UTILITIES

PART 1 – GENERAL

1.1 REQUIREMENTS

A. Furnish and maintain utilities required for construction, and remove on completion of work.

B. Contractor shall install temporary utilities so as to be:

1. Neat and orderly
2. Structurally sound throughout
3. Provides continuous service
4. Modify and extend service as work progress requires

C. Contractor shall locate all temporary utilities so as to avoid interference with:

1. Traffic and work areas
2. Cranes
3. Material handling equipment
4. Storage areas
5. Other Contractor(s) work areas.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with Nation Electric Code

B. Comply with Federal, State and local codes and regulations and with utility company requirements

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY AND LIGHTING

A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the CITY.

B. Install circuit and branch wiring, with area distribution boxes located so that a power and lighting is available throughout the construction by the use of construction type power cards.

2.3 TEMPORARY HEAT AND VENTILATION

A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity.

B. Provide adequate forced ventilation of enclosed areas for curing of installed materials to disperse humidity and to prevent hazardous accumulations of dust, fumes, vapors or gases.

C. Portable heaters shall be standard approved units complete with controls.

D. Pay all costs of installation, maintenance, operation and removal and for fuel consumed.

2.4 TEMPORARY WATER AND SANITARY FACILITIES

A. Contractor shall provide all required water for construction purposes.

B. The Contractor shall make all arrangements for service and coordinate the timing and quantity of water withdrawal with the CITY. However, all associated pumps, piping and appurtenances shall be furnished by the Contractor. The equipment to be supplied to the CITY shall be new and unused; therefore, not available for use by the Contractor.

C. Provide sanitary facilities in compliance with laws and regulations. Service, clean and maintain facilities and enclosure.

2.5 TEMPORARY STORAGE OF EQUIPMENT AND MATERIALS

A. Contractor shall store his equipment and materials at the job site in accordance with the requirements of the Contract Documents and as directed by the CITY. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the CITY. Contractor shall enforce the instructions of the CITY and Engineer regarding the posting of regulatory signs for loadings on structures, fire safety and smoking areas. Contractor shall not store materials on private property or in areas outside those designated by the CITY for storage without his written authorization. Contractor shall not store unnecessary materials or equipment on the job site and will take care to prevent any structure from being loaded with a weight which will endanger its security of the safety of persons. Contractor shall provide adequate temporary storage building/facilities, if required, to protect materials or equipment on the job site. The CITY shall not be responsible for the unloading or receipt of materials delivered to the project site. Contractor shall retain full responsibility to coordinate and schedule the delivery, unloading and placement of equipment in storage during the normal time of working.

2.6 REMOVAL

A. Contractor shall completely remove temporary materials and equipment when their

use is no longer required.

B. Contractor shall clean and repair damage caused by temporary installations of use of temporary facilities.

C. Contractor shall restore permanent facilities used for temporary service to specified condition.

END OF SECTION

SECTION 01630

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.2 REQUIREMENTS INCLUDED

A. Furnish and install products specified, under options and conditions for substitutions stated in this Section.

B. Whenever a product, material or item of equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, followed by the phase "or equal," the specific item mentioned shall be the basis upon which bids are to be prepared, and shall be understood as establishing the type, function, dimension, appearance and quality desired. Other manufacturer's or vendor's products not named will be considered as substitutions, provided the required information is submitted in the manner set forth in this section and provided the substitution will not require substantial revision to the Contract Documents.

1.3 SUBMITTAL OF LIST OF PROPOSED SUBSTITUTIONS

A. Bidders shall submit their list of proposed substitutions and the proposed monetary changes associated therewith to the Owner on the standard form provided together with their bids.

1.4 CONTRACTOR'S OPTIONS

A. For Products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For Products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with Specifications.

C. For products specified by naming one or more products or manufacturers and stating "or equal," submit a request as for substitutions, for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.5 SUBSTITUTIONS

A. In order for substitutions to be considered, the Contractor shall submit, within 30 days of issuance of Notice of Award, complete data as set forth herein to permit complete analysis of all proposed substitutions noted on his substitutions list. No substitution shall be considered unless the Contractor provides the required data in accordance with the requirements of this Section within the 30 day period.

B. Submit separate request for each substitution. Support each request with:
   1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
      a. Product identification, including manufacturer's name and address.
      b. manufacturer's literature; identify:
         1) Product description.
         2) Reference standards.
         3) Performance and test data.
         4) Operation and maintenance data.
      c. Samples, as applicable.
      d. Name and address of similar projects on which product has been used, and date of each installation.
   2. Itemized comparison of the proposed substitution with product specified; List significant variations. Substitution shall not change design intent and shall perform equal to that specified.
   3. Data relating to impact on construction schedule occasioned by the proposed substitution.
   4. Any effect of substitution on separate contracts.
   5. List of changes required in other work or products.
   6. Accurate cost data comparing proposed substitution with product specified.
      a. Amount of any net change to Contract Sum.
   7. Designation of required license fees or royalties.
   8. Designation of availability of maintenance services, sources of replacement materials.

C. Substitutions will not be considered for acceptance when:
   1. They are indicated or implied on shop drawings or product data submittals without a formal request from Contractor.
   2. They are requested directly by a Subcontractor or supplier.
   3. Acceptance will require substantial revision of Contract Documents.

D. Requests for substitutions submitted after Notice of Award will not be considered unless evidence is submitted to the Engineer that all of the following circumstances exist:
   1. The specified product is unavailable for reasons beyond the control of the Contractor. Such reasons shall consist of strikes, bankruptcy, discontinuance of manufacturer, or acts of God.
   2. The Contractor placed, or attempted to place, orders for the specified products within 10 days after Notice of Award.
   3. Request for substitution is made in writing to the Engineer within 10 days of the date on which the Contractor ascertains that he cannot obtain the item specified.
   4. Complete data as set forth herein to permit complete analysis of the proposed substitution is submitted with the request.

E. The Engineer's decision regarding evaluation of substitutions shall be considered final

and binding. Requests for time extensions and additional costs based on submission of, acceptance of, or rejection of substitutions will not be allowed. All approved substitutions will be incorporated into the Agreement by Change Order.

1.6 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution, Contractor represents that:
   1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
   2. He will provide same warranties or bonds for substitution as for product specified.
   3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
   4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
   5. Cost data is complete and includes related costs under his Contract, but not:
      a. Costs under separate contracts.
      b. Engineer's costs for redesign or revision of Contract Documents.

1.7 ENGINEER DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

B. Notify Contractor, in writing, of decision to accept or reject requested substitution.

END OF
SECTION

SECTION 01700

CONTRACT
CLOSEOUT

PART 1 – GENERAL

1.1 DESCRIPTION

A. The Contractor shall comply with requirements stated in the Contract Documents for administrative procedures in closing the Work.

1.2 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete and the Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All operation and maintenance manuals have been submitted and approved
2. All start-up and demonstration testing is completed with written acceptance from the CITY.
3. Project Record Documents have been submitted and reviewed
4. All training of CITY's personnel completed
5. All areas to be used and occupied are safe, operable in automatic and complete.
6. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

B. When the preceding conditions are met the Contractor shall submit to the CITY:

1. A written notice that he considers the work substantially complete
2. A punch-list of items to be corrected.

C. The CITY will make an inspection to determine the status of completion.

D. Should the CITY determine the Work is not substantially complete:

1. The CITY will notify the Contractor in writing giving the reasons therefore.
2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the CITY.
3. The CITY will re-inspect the Work.

E. When the CITY finds the Work substantially complete he will:

1. Prepare a tentative punchlist of items to be completed or corrected before final inspection.

1.3 FINAL INSPECTION

A. Prior to Contractor's request for final inspection the following submittals and work must be complete:

1. Project record documents must be approved
2. All spare parts must be suitably delivered to the CITY
3. Contractor shall submit evidence of compliance with requirements of governing authorities.

B. After satisfying the preceding requirements and when the Contractor considers the Work complete he shall submit a written certificate that:

1. Contract documents have been reviewed
2. Work has been inspected for compliance with the Contract Documents
3. Equipment and systems have been tested in the presence of the CITY and are operational
4. All punch-list items have been corrected.

C. When the CITY finds the Work is acceptable under the Contract Documents for this project, the Contractor may make closeout submittals.

1.4 CONTRACTOR'S CLOSE OUT SUBMITTALS

A. Warranties and bonds

B. Evidence of payment and release of liens. The Contractor shall submit all releases of lien to the City for all subcontractors as a single document.

C. Certificate of insurance for products and completed operations

D. Submit all releases of lien for all subcontractors.

E. Submit all original warranties.

F. Submit all Record As-Built drawings

G. Submit all Operations and Maintenance manuals

H. Submit a final statement of accounting to the CITY. PLEASE NOTE: Final payment request submittal shall have "FINAL INVOICE" clearly written on each page of the submittal.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

Execute cleaning, during progress of the work, and at completion of the work, as required by General conditions.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage finishes and surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 -- EXECUTION

3.1 DURING CONSTRUCTION

A. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulation of waste materials, rubbish, and windblown debris resulting from construction operations.

B. Dispose of waste materials, cartons, crating, debris, and rubbish at designated waste receptacles.

C. Contractor shall maintain a broom-cleaned site during the entire construction phase.

D. For exterior utility work (such as underground pipelines, roadways, service areas, etc.), these shall be cleaned daily. Not less frequently than once weekly.

3.2 DUST CONTROL

A. General Contractor shall broom-clean prior to the start of completing painting and continue cleaning on an as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from the cleaning process will not fall on wet or newly-coated surfaces.

3.3 FINAL CLEANING

A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials.

B. Contractor shall broom-clean paved surface; rake-clean other surfaces of the grounds.

C. Prior to final completion, Contractor shall conduct an inspection of all work areas to verify that the entire work area is clean.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1.2 RELATED WORK

A. Refer to Conditions of Contract for the general requirements relating to warranties and bonds.

B. General closeout requirements are included in Section 01700 Contract Closeout.

1.3 SUBMITTALS

A. Submit written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Owner.

B. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within 15 days of completion of that designated portion of the Work.

C. When a special warranty is required to be executed by the Contractor or the Contractor and a Subcontractor, supplier or manufacturer; prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.

D. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

E. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents and sized to receive 8-1/2-inch by 11-inch paper.

F. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Section in which specified and the name of the product or work item.

G. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the installer, supplier and manufacturer.

H. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name and the name, address and telephone number of the Contractor.

I. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

J. Schedule of Special Warranties, if applicable.

1.4 WARRANTY REQUIREMENT

A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.

F. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and Subcontractors required to countersign special warranties with the Contractor.

1.5 MANUFACTURERS CERTIFICATIONS

A. Where required, the Contractor shall supply evidence, satisfactory to the Engineer, that the Contractor can obtain manufacturers' certifications as to the Contractor's installation of equipment.

1.6 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

END OF SECTION

SECTION 02610

PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION: Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and as shown on the drawings. The equipment specified in this section does not include items considered to be internal to the filters, sludge dryer and belt filter press process systems unless specifically identified to the contrary. All pipe, fittings and miscellaneous items on the identified systems shall be suitable for the application and recommended by the manufacturer, and are subject to the Engineers approval. In general, all such items shall be high grade, high quality and corrosion resistant without any applied coatings.

1.2 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.

A. Local, county and municipal codes.

B. American Society for Testing and Materials (ASTM).

C. American National Standards Institute (ANSI).

D. American Water Works Association (AWWA).

E. American Association of State Highway and Transportation Officials (AASHTO).

F. Florida Department of Transportation Specifications (FDOT).

G. Federal Specifications.

H. United States Department of Commerce CommercialStandards (CS).

I. All local government rules and regulations.

1.3 MATERIALS AND EQUIPMENT:

A. Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such material or equipment.

B. Prior to the start of Work, the Contractor shall submit to the Engineer a list of the manufacturers of all equipment and materials to be incorporated in the Work that conform to a standard, code or as specified.

1.4 WORKMANSHIP: All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

1.5 SITE MAINTENANCE: The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris.

1.6 STORAGE OF MATERIALS AND EQUIPMENT: Pipes, valves and related equipment shall be stored and/or strung in a manner that will not endanger or restrict pedestrian or vehicular traffic. Pipe shall not be strung along routes more that 10 days prior to placement.

1.7 OPEN TRENCH: The amount of open trench shall be limited so that no more than 50 feet of open trench in advance of the backfilling operation will remain at the end of the working day. All open trench shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times. The barrier, warning and traffic control devices shall be suitably lighted at all times that vehicular traffic lights are required. Where pipelines cross plant roadways, vehicular traffic shall not be restricted for periods which exceed 4 hours.

1.8 EXISTING PIPING: This project includes the connection to existing piping/fittings/valves in numerous locations. The Contractor shall be responsible for the provision and installation of any necessary restraint systems to allow the existing system to be placed into temporary and/or permanent service. In addition, the Contractor shall supply any fittings, transitions or adapters necessary to accommodate the connection of, and to, existing systems, without sacrificing the overall system pressure rating. The Contractor shall expose and confirm horizontal and vertical location and material of existing piping to which connection will be made prior to ordering any new piping/fittings.

1.9 PIPING SYSTEMS: The Contractor is advised that this project requires the use of several different piping materials. The Contractor shall provide all necessary transitions, couplings, etc. as necessary to connect the systems. Materials and pressure rating of the transitions shall be suitable for the application and subject to the Engineer's approval. In general, coated or uncoated carbon steel or other materials subject to corrosive attack (internally or externally) will not be acceptable.

The Contractor is further advised that the drawings communicate the overall intent of the major and minor piping systems on the project site. The Contractor shall investigate as required, anticipate, provide and install any and all additional fittings, adapters and transitions required to satisfy the intent of the piping system shown on the drawings.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS:

A. Ductile Iron Pipe and Fittings:

1. Ductile iron pipe shall conform to the requirements of ANSI/AWWA C151/A21.51, latest revision unless otherwise noted on the plans. Non-flanged ductile iron pipe that is under gravity head and flow conditions after installation shall be Pressure Class 350. Non-flanged ductile iron pipe that is under pumped head conditions after installation shall be Special Class 52. Glands for mechanical joints shall be of ductile iron.

2. Fittings shall be ductile iron and conform to the requirements of ANSI/AWWA C110/A21.10, latest revision or ANSI/AWWA C153/A 21.53, latest revision. Ductile iron fittings shall have a 350 psi minimum working pressure. The Contractor shall note that this specification allows the use of 'compact' fittings where indicated on the drawings. The drawings, however, are developed around the use of 'full body' fittings. If 'compact' fittings are used the Contractor shall be responsible for making dimensional adjustments as required, subject to the approval of the Engineer.

3. Flanged ductile iron pipe shall be Special Class 53. Flanged ductile iron pipe shall have threaded ductile iron flanges, unless otherwise noted on the drawings, and shall conform to ANSI/AWWA C115/A21.15, latest revision. All flanges shall be ductile iron Class 150, ANSI B16.5. All above grade flanges shall be flat faced unless they are mating up to existing, or otherwise specified as, raised face flanges. All gaskets shall be full or raised faced to match the flange, 1/8" black neoprene, 50 Durometer, except gaskets of air piping service which shall be 1/8" high temperature EPDM.

4. Joints shall conform to the requirements of ANSI/AWWA C111/A21.11, latest revision.

5. Coatings: The internal surfaces of all ductile iron pipe and fittings for wastewater applications shall be coated with PROTECTO 401 Ceramic Epoxy Lining with a nominal dry film thickness of 40 mils. The below grade and buried portion of outside surfaces shall be coated with a bituminous coating approximately 1 mil thick. The non-buried but submerged portion of all ductile iron pipes shall be coated City of Port St. Lucie Utility Standards.

6. Exterior Painting: Metal surfaces shall be Degreased and blast clean to SSPC-SP6. Prime coat shall be Carboline D888 primer or equal two part epoxy primer, 4-6 mils DFT. The intermediate coat shall be Carboline 890 or equal two component cross linked epoxy, 7-9 mils DFT. The finish coat shall be Carboline 3359 or equal single component, water-borne acrylic topcoat, two coats 1-3 mils DFT per coat. Total minimum thickness shall be 14-18 mils DFT. Contractor shall furnish the City with color samples during the shop drawing review.

B. Polyvinyl Chloride (PVC or CVPC) Pipe and Fittings for Pressure Application and Miscellaneous Small Pipe Applications:

1. Gasketed Joint Pipe: Gasket joint pipe, 4-inches thru 12-inches in diameter, shall conform to the requirements as set forth in AWWA C900 (for 4-inches to 12-inches), AWWA C-905 (for 14-inches to 30-inches) with dimension ratio DR 18 (C-900), DR25 (C-905) and shall bear the National Sanitation Foundation (NSF) seal for potable water pipe. Provisions must be made for contraction and expansion at each joint or by a rubber ring sealed coupling. Clean, reworked material generated from the manufacturer's own pipe production may be used. Where ductile iron fittings are shown on the drawing, such fittings for C-900 and C-905 shall be the same as specified for ductile iron pipe. All PVC fittings for pipe 4-inches thru 8-inches in diameter shall be manufactured in

accordance with AWWA C-907 and bear the NSF seal for potable water. All fittings larger than 8-inch shall be PVC gasketed, pressure rated fittings meeting the same material and at least the same pressure requirements of AWWA C905 DR25 PVC pipe (165 psi, minimum). Unless otherwise noted, all PVC fittings for gasketed joint pipe shall be pressure rated (PR PVC). Pipe shall have ductile iron pipe equivalent outside dimensions. All potable water pipe shall be blue, and wastewater pipes shall be green.

2. Solvent Welded and Flanged Joint PVC Pipe and Fittings: All PVC pipe shall conform to the requirements of ASTM D-1785. Socket fittings shall conform to ASTM D-2467. Material shall conform to the requirements of ASTM D-1784 for PVC, Type 1, Grade 1. All solvent welded PVC plastic pipe and fittings shall be Schedule 80 unless otherwise indicated. Flanges shall be socket type. All pipe shall be marked as prescribed in ASTM D-1785, and shall bear the NSF seal for potable water. No solvent welded joint PVC pipe larger than 2-inch diameter shall be used except as indicated on the drawings. The Contractor shall provide and install expansion couplings as required by manufacturer to compensate for thermal expansion. The material of expansion couplings shall be suitable for the application and subject to the Engineers approval.

C. PVC Pipe and Fittings for Gravity Wastewater Collection System Applications: The pipe and fittings shall comply with ASTM Specification D-3034 and ASTM D-3212. The pipe shall have a maximum SDR ratio of 35. Joints shall be integral wall bell and spigot. Sealing shall be provided with a rubber ring to a material that will not deteriorate when exposed to domestic sewage. The rubber ring shall be secured in the bell in a manner that will prevent sliding or rolling. Details of design and construction shall be approved by the Engineer prior to installation. PVC pipe for wastewater shall be green.

D. Miscellaneous Pipe and Fittings:

1. Service Saddles and Threaded Half-Couplings (for DI, Steel, Stainless Steel and PVC Pipe): Service saddles shall be malleable or ductile iron, double strap, Mueller or Ford, for cast iron, ductile iron pipe. For PVC pipe, saddles and straps shall be brass or bronze, Mueller, Ford, designed for PVC pipe. Saddles on stainless steel pipe shall be 316 SS. For stainless steel pipe connections larger than 2-inch, saddles shall be used. For stainless steel pipe connections 2-inches and smaller, 3000# half couplings shall be used.

2. Restraining Rods: All rods and hardware used for pipe restraints shall be 316 SS, unless otherwise noted.

3. Uniflange: All uniflanges shall be Series 400 for ductile iron pipe. Where used for PVC an appropriate Series 900 Adapter flange shall be used. Uniflange shall be as manufactured by Nappco Incorporated.

4. Transition Couplings: For Schedule 80 PVC to C900 PVC, up to 16-inch, the adaptor shall be Schedule 80 and rated at 220 psi minimum. The adaptor shall be slip fit solvent welded to Schedule 80 PVC and C900 pipe. Adaptor shall be manufactured by Nyloplast or Engineer approved equal.

5. Bell Restraints for PVC Pipe/Fittings: Restraint Harness for AWWA C-905 Series Pipe Bells (Sizes 14-inches to 36-inches): The restraint ring and gland shall be made entirely of ductile iron components conforming to ASTM A536. The harness assembly bolts shall be galvanized or Corten machine bolts. The bell ring shall be one (1) piece, singly cast, ductile iron designed to fit behind the pipe bell. The restraining gland shall use twist off type torque limiting hex heads on actuating screws to land restraint wedges with the required force onto the pipe surface. The restraining harness assembly, including glands and tie bolt configuration, shall have a pressure rating equal to or greater than that of the pipe on which it is used. The restraint harnesses shall be Series 2800 by EBAA Iron, Inc.

6. Flange Hardware: Unless otherwise noted, all flange bolts, nuts and washers which are either buried or located on stainless steel pipe shall be 316 SS. All other flange hardware shall be galvanized per the requirements of Section 15100.

7. Ductile Iron Pipe Restraints: Ductile iron pipe restraints shall be Series 1100 or 1700, as required, for ductile iron pipe. Glands shall be manufactured of ductile iron conforming to ASTM A536-80. Restraining devices shall be ductile iron heat treated to a minimum hardness of 370 BHN. Twist off nuts shall be used to insure proper actuating of restraint devices. The restraint devices shall be Megalug, manufactured by EBAA Iron Sales, Inc.

8. Flexible Couplings: Flexible couplings shall be flanged using ANSI B16.5, 150 pound, flat faced flanges. Flanges shall be coated with epoxy and reinforced as required to satisfy the stipulated pressure rating. Flexible couplings shall be fabricated from TFE conforming to ASTM D-1457, Type III and pressure rated at 150 psi minimum, at 90 degrees F. Flexible couplings shall be as manufactured by Carbone U.S.A. Corporation.

9. Flanged Coupling Adaptors: Flanged coupling adaptors shall satisfy the requirements of AWWA / ANSI C219-01 and be Model 602 manufactured by Baker or equal.

PART 3 - EXECUTION

3.1 EXCAVATION - The Contractor shall perform all excavations of every description and of whatever substances encountered to the depths indicated on the drawings or as necessary. This shall include all necessary clearing and grubbing of any foreign substance encountered within the structure or trench area. Excavated material suitable for backfill shall be piled in an orderly manner at a sufficient distance from the trench to prevent slides or cave-ins.

A. Protection of Existing Facilities and Utilities: All existing improvements such as pavements, conduit, poles, pipes and other structures, shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored by the Contractor without compensation. Existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is

not guaranteed. The Contractor shall contact the utility prior to construction and arrange for the necessary assistance in locating and protecting the existing utilities. The Contractor shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

B. Trench Excavation: The minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 8 in. each side of pipe for unsheeted or sheeted trench, with the maximum width of trench, measured at the top of the pipe, not to exceed the outside pipe diameter, plus 24 in., unless otherwise shown on the drawings. Trench walls shall be maintained vertical from the bottom of the trench to a line measured at the top of the pipe. From the top of the pipe to the surface the trench walls shall be as vertical as possible under soil conditions. No requirements stipulated herein, shall supersede the Florida Trench Safety Act.

No more than 50 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Engineer. Pipe trenches across roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Engineer, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours.

D. Disposal of Excess Materials: The Contractor shall dispose of the excavated materials not required or suitable for backfill. All surplus excavated material which is suitable for fill shall become property of the Contractor, and shall be disposed of by the contractor at his expense off of the project site.

3.2 INSTALLATION OF MAINS AND MISCELLANEOUS PIPING: Unless otherwise noted on the drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions and with the applicable AWWA or ASTM Standards. If a conflict exists between the manufacturer's instructions and the AWWA or ASTM Standards, the manufacturer's instructions shall govern.

1. Ductile Iron Pipe - AWWA C-600
2. Polyvinyl Chloride Pipe - ASCE Manual No. 37, ASTM D2321.

The Contractor shall use every precaution during construction to protect the pipe against the entry of nonpotable water, dirt, wood, small animals and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the Contractor shall provide suitable dewatering equipment. All piping shall be placed in a dry trench, unless wet trench installation is approved by the Engineer.

A. Depth of Cover: Unless otherwise shown on the drawings, or otherwise authorized by the Engineer, the pipe shall have a minimum depth of 30 in.

B. Piping Restraint Systems: All piping systems, which shall be restrained to withstand the specified test pressure. In no case will this pressure be less than 150 psi, except for the containment pipe on double containment piping systems, which shall be 50 psi, unless otherwise indicated. In general, and unless otherwise specifically shown, all restraint systems shall be mechanical. All ductile iron or C900 PVC shall be restrained with Megalugs unless it is designated as flanged. At a minimum, joint restraints shall be provided on all below grade piping and fittings at the point where either a horizontal or vertical change in direction occurs. Joint restraints shall be used as indicated and/or as required as far back from fittings on the pipeline as necessary to maintain the system integrity at the specified test pressure. The number of joints to be restrained shall be according to DIPRA calculations and subject to the Engineer's approval. Where, in the Engineer's opinion a mechanical restraint system is not feasible, or where shown on the drawings, the Contractor shall use thrust or gravity blocks as required to restrain the piping system. The Contractor is cautioned that the thrust and gravity block details shown on the drawings are adequate only to 150 psi.

   For above-grade piping, all valves and fittings shall be provided with concrete support blocks unless fabricated FRP, stainless steel, steel or aluminum supports are otherwise indicated. All above grade and trench PVC shall be supported at intervals recommended by the manufacturer but not less than the indicated supports. Any required supplemental or intermediate supports shall be of the same material and general configuration as the identified supports. The Contractor is specifically cautioned to confirm the adequacy of the indicated supports with the pipe manufacturer and add additional supports of like design where required, subject to the Engineer's approval. All supports shall allow for axial pipe movement. Neoprene gasketing material shall be used between the supports and clamps and the piping. Required support intervals shall be submitted with the shop drawing. All piping systems shall be fully supported. All piping systems shall be supported by 316 SS unless specifically identified to the contrary. If not shown, pipe supports shall be 316 SS.

C. Connections to Existing Mains: The Contractor shall make connections to existing mains as shown on the drawings. Connections shall be made only after arrangements have been completed by the Contractor with the Owner of the system and shall be under the system Owner's immediate supervision.

D. Leakage Test: Leakage and pressure tests shall be conducted in the presence of the Engineer in accordance with AWWA C-600 Section 4 procedures. The Contractor will provide a suitable pressure gage, acceptable to the Engineer, for the

test. The Contractor will provide all other necessary apparatus including a pump, flow measuring device, piping connections and fittings and the necessary labor to conduct the tests. The test shall be of two hour duration. During the test, the pipe being tested shall be maintained at a pressure of not less than 150 psi. All other piping shall be tested at 50 psi above the maximum working pressure as determined by the Engineer. Leakage is defined as the quantity of water added to the pipe being tested during the test period. No pipe installation will be accepted if the leakage exceeds the quantities specified in AWWA C-600, Section 4.2. For pipe less than 6-inch diameter or above grade piping systems, the acceptable leakage criterion shall be no visible leaks of any amount. Pipe and fittings shall be sufficiently exposed to permit examination for leaks by the Engineer. The Contractor shall submit to the Engineer the testing pattern he proposes to follow prior to testing for the Engineer's approval. No more than 200 feet of piping shall be tested at one time unless the Engineer specifically agrees, in writing, to a variation. The Contractor shall be responsible to provide any temporary valving, plugs or appurtenances to satisfy this requirement. Upon completion of all leakage testing and line flushing, all chemical feed piping shall be completely cleared of all water by purging with a dry inert gas. Suitable safety precautions shall be taken by the Contractor.

E. Flushing of Completed Pipelines: Following the leakage test, each section of completed pipeline shall be as thoroughly flushed as possible. A minimum flow shall be used for flushing that will insure a velocity in the pipe of 2.5 ft per second. Water required for testing and flushing shall be furnished by the Contractor. The water shall be from a source satisfactory to the Owner. The Contractor is advised that pigging for flushing may be required on some pipelines due to unavailability of a suitable source of volume of water.

F. Piping Stress: All flanged piping, fittings and other equipment shall be installed so that no pipe stress is transferred to the equipment. Flanged pipe and Victaulic/Depend-O-Lok restrained piping/fittings shall remain aligned with the flange bolts, or couplings removed. Above grade sample points shall consist of a ½-inch, saddle and top with a ½-inch ball valve of material to match piping. Contractor will demonstrate the lack of pipe stress by removal of flange bolts at locations designated by the Engineer.

3.3 GRAVITY SEWER AND WASTEWATER PROCESS PIPE:

A. Manufacturer's Instructions: Gravity sewer/wastewater pipe shall be handled, stored and installed in strict accordance with the pipe manufacturer's instructions. A copy of the manufacturer's instructions shall be kept at the site of the work at all times by the Contractor.

B. Pipe Laying: The trench shall be excavated as specified and the bottom of the trench shall be shaped to give sufficient uniform circumferential support to the lower one-fourth of each pipe. Pipe laying shall proceed upgrade. Each pipe shall be laid true to line and grade. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials.

Where cleaning of the pipe after laying is difficult because of the small diameter, the Contractor shall keep a suitable swab or drag in the pipe and shall pull the swab

forward immediately after the jointing operation. At all times when the work is not in progress on sewer lines, the Contractor shall securely seal the open ends of all pipes in order to prevent the entrance of foreign matter. Stoppers shall be installed in the ends of all services.

In the event that it is necessary to clean the pipe by flushing with water, no water or debris shall be permitted to enter an existing or previously approved sewer. Under no condition shall the water and/or debris be removed with lift station pumps or discharged into or through force mains.

C. Jointing: The bell and spigot surfaces shall be wiped free of dust, dirt, gravel or other foreign materials before the application of the lubricant sealer. The resilient coupling shall be connected by first brushing upon the mating surfaces, the proper lubricant sealer as recommended by the pipe manufacturer. The spigot end shall then be centered on grade into the bell end of the last downstream pipe length and shoved home and properly seated with the application of a moderate force by a pry or lever device. The pipes shall be jointed not later than five minutes after the application of the lubricant sealer. Jointing for connections with existing mains, or other special joints, shall be approved by the Engineer before use.

The Contractor shall submit his jointing program, including materials and methods proposed, to the Engineer for approval prior to starting work.

D. It is the responsibility of the Contractor to install the sewer pipe as shown on the plans. The Contractor shall survey the newly installed line before backfilling to determine the actual invert elevations of the pipe. If the calculated slope is below the minimum acceptable requirements, the Contractor shall remove and relay the sewer pipe at his own expense before further installation continues. The Contractor shall submit the as-built information to the Engineer at the end of each work day. Constructed slopes shall not vary more that 5% from the design value.

3.4 GRAVITY SEWER AND WASTEWATER PROCESS PIPE TESTING:

A. The Contractor shall perform testing of all sanitary gravity sewers as set forth in the following and shall conduct such tests in the presence of the Engineer and other authorized agencies, with five days advance written notice provided.

B. Gravity piping shall be tested within sections as previously approved by the Engineer. Testing shall not proceed until all facilities are complete in place and the concrete has cured. All piping shall be thoroughly cleaned prior to testing to clear the lines of all foreign matter.

3.5 BACKFILLING:

A. Material: Shall be excavated material, essentially free of organic material, asphaltic concrete, clay, concrete, boulders and other deleterious materials.

1. Bedding and Pipe Embedment: The material in the bedding, around the pipe and to a depth of 1 ft. over the pipe shall be sand or a mixture of sand, shall or crushed rock properly graded and mixed so that fine grain material from the

side walls of the trench or backfill above the embedment will not migrate into the backfill material. The backfill shall meet the following limitation:

a. Ductile Iron Pipe-All material shall pass through a ¾-inch square opening laboratory sieve.

b. Plastic Pipe, Stainless Steel Pipe and Fiberglass Pipe-All materials shall pass through a ½-inch square opening laboratory sieve for water mains and force mains. All material shall pass through a ½-inch square opening laboratory sieve.

2. Above Pipe Embedment: The material shall be sand or a mixture of sandy material and rock, stone and shell. Rock, stone and shell shall pass through a 3-1/2 inch ring.

3. 3. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided by the Contractor.

B. Placing and Compaction:

2. Gravity Sewer and Wastewater Process Pipe:

a. Bedding and Pipe Embedment: Backfill shall be placed by hand under and around the pipe to the spring-line and compacted. Particular care shall be taken to ensure that the backfill at the pipe haunch is free from voids and properly compacted. The backfill shall be compacted to a density of not less than 95% maximum ASTM D-1557, except under structures or roadways where the criteria for those items shall control the densification requirements.

b. Above Pipe Embedment: Backfill shall be placed in layers having a depth that will permit proper compaction. The backfill shall be compacted to a density of not less than 95% ASTM D-1557.

c. Miscellaneous: Backfilling around manholes, cleanouts and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling wellpoints to prevent voids and settlement. If necessary, the holes shall be plugged with concrete, as required, at the Contractor's expense.

d. Compaction: Compaction shall be by hand or mechanical tampers. Care shall be taken that the pipe is not struck by the tamper. Compaction by flooding will not be generally approved and may only be used if approved in writing by the Engineer. The Contractor shall compact the backfill in a manner that prevents settlement.

e. Pipe Deflection: PVC pipe shall be laid and backfilled so that pipe deflection does not exceed five percent.

f. Compaction Tests: The Contractor shall perform density tests at the surface wherever the pipeline crosses a roadway and any other areas indicated by the Engineer, A minimum of one test for every 100 feet shall be performed at locations set forth by the Engineer.

3.6 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY: Where pavement, sidewalks, trees, shrubbery, fences or other property and surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.

3.7 PROTECTION: At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided for this purpose.

3.8 CLEANUP: The Contractor shall maintain the site of the Work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.

END OF SECTION

SECTION 09910
CONCRETE REHABILITATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall become thoroughly familiar with the building and the surrounding site, including accessibility to the site and availability of all utilities for work.

B. The contractor shall document the condition of each area to be worked on prior to commencing with his work. A copy of this condition report for each area shall be forwarded to the City prior to his starting work so as to avoid potential claims at the end of the project.

C. Pretreatment system mechanical components, such as the bar screens and grit chamber shall not be removed unless otherwise noted in the plans.

D. The contractor shall provide all labor, material and equipment required to perform the work as described in these specifications. The owner shall provide power and water to the contractor. The work shall include, but not necessarily be limited to the following:

1. Implement safety and occupational health procedures
2. Install By-pass piping
3. Restore interior concrete walls to original thickness.
4. Replace existing slide gates
5. Apply coating System

1.2 DELIVERY, STORAGE, AND HANDLING

Inspect materials delivered to site for damage, unload and store with a minimum of handling. Deliver epoxy resin components and aggregate materials in original sealed containers and store in dry covered areas at temperatures below 30 degrees C 90 degrees F. Remove from job site unused mixed materials which have reached end of working or pot life.

1.3 WEATHER LIMITATIONS

Halt work when weather conditions detrimentally affect the quality of patching or bonding concrete. Apply epoxy resin materials only when the contact surface moisture content and the atmospheric and surface temperature ranges are suitable for the specified epoxy material. Follow manufacturer's instructions for weather conditions and temperature ranges.

1.4 TRAFFIC CONTROL

Do not permit vehicular or heavy equipment traffic in the vicinity of the work area during the curing period. At the end of the curing period, light local traffic may be permitted on the pavement if approved by the Contracting Officer.

1.5 EQUIPMENT

Use a container recommended by the epoxy manufacturer as the mixing vessel. Use a power drive (air or spark-proof) propeller type blade for mixing except that hand mixing may be used for small batches. Use equipment specified by epoxy manufacturer for field mixing of aggregates and epoxy resin.

PART 2 -- MATERIALS

2.1 WATER

A. The water used for mixing concrete repair products shall be clear, potable, and free of deleterious substances.

2.2 AGGREGATE

A. All aggregate shall conform to ASTM C-33. The aggregate supplier shall submit to the Engineer documentation that the proposed aggregates comply with ASTM C-33 and the requirements listed below:

B. Pea Gravel - Pea gravel shall meet the gradation and material requirements of Standard Size 14 as defined by ASTM C-33. Pea gravel shall be clean and free from deleterious matter and shall contain no limestone.

2.3 EPOXY BONDING AGENT

A. An epoxy bonding agent shall be used when applying fresh concrete to previously placed concrete. Epoxy bonding agent shall conform to ASTM C-881 Type I, II, IV or V; Grade 2 for epoxy resin adhesives, depending on the application. The class of epoxy bonding agent shall be suitable for all ambient and substrate temperatures. The epoxy resin shall be "Sikadur Hi-Mod Series" as manufactured by the Sika Corp. or equivalent.

2.4 ANTI-CORROSION REBAR COATING

A. All reinforcing steel cut or exposed during demolition and/or repair operations shall be protected with an anti-corrosive coating. The anti-corrosive coating shall be a two- component, polymer-modified cementitious material such as "Sika Armatec 110 EpoCem " manufactured by Sika Corp. or equivalent.

2.5 STRUCTURAL CRACK REPAIR MATERIAL

A. Structural crack repair material shall be a two-component, 100% solids, high-modulus, low viscosity epoxy adhesive designed for structural repair. The epoxy adhesive shall be "Sikadur 52" manufactured by Sika Corp. or equivalent.

2.6 SPALL REPAIR PATCHING MATERIAL

A. Spall repairs not requiring formwork shall be repaired using a two-component, polymer- modified cementitious mortar and shall have a minimum 28-day compressive strength of 7,000 psi. Spall repair mortar for use in horizontal applications shall be "Sikatop 122 Plus" manufactured by Sika Corp.

B. Spall repair mortar for use in vertical and overhead shall be repaired using a high strength, rapid setting, one component, permanent concrete repair material and shall have a minimum 28-day compressive strength of 5,000 psi. The repair mortar shall be "Five Star Structural Concrete V/O" manufactured by Five Star Products, Inc. or equivalent.

C. Spall repairs requiring formwork shall be repaired using a two-component; polymer-modified cementitious mortar/pea gravel mixture and shall have a minimum 28-day compressive strength of 7,000 psi. Spall repair mortar shall be "SikaTop 111 PLUS" manufactured by Sika Corp. or equivalent.

2.7 REPAIR REINFORCEMENT

A. Repair reinforcement shall consist of repair anchors and reinforcement.

B. Repair anchors for concrete spalls less than 6-inches deep shall be T-shaped, drilled and installed on the prepared surfaces. Anchors shall be Type CA5 as manufactured by Anchors Unlimited, Verona, PA or equal. Minimum diameter of the anchor shall be 1/4- inch. The top leg of the anchor shall be a minimum of 5-inches long. The length of the anchor shall be selected by the mortar repair manufacturer based on the depth of patch required after surface preparation. Minimum depth of embedment for the anchor shall be 1.5-inches. The top of the T-anchor shall be located at mid thickness of the patch required. The T-anchors shall be galvanized after fabrication.

C. Repair anchors and reinforcement for spalls greater than 6-inches in depth shall be as shown on the drawings.

2.8 MARTOR COAT

A. Ensure surfaces are dry before application of epoxy mortar apply a solid epoxy mortar coat (Tnemec series 434 Perma-Shield H2S or equivalent) specifically designed for wastewater immersion environments where hydrogen sulfide gas and sulfuric acid are present. Allow to properly cure and dry in accordance with manufacturer recommendations.

2.9 SURFACER

A. Apply a surface mortar (Tnemec Series 218 Mortarclad or equivalent) to a thickness of 1/16" to 1/8" to patch and fill in the voids. Provide a smooth surface which is

restored the original thickness shown on the structural layout (shown this sheet-typical channel repair detail). Allow to properly cure and dry in accordance with manufacturer recommendations.

2.10 Glaze coat: Spectrashield® lining system. The contractor shall follow the manufacturer's guidelines for surface preparation and installation. A technical data sheet for the Spectrashield® lining system has been provided as part of these specifications. Equivalent products must have low permeation to h2s gas and provide chemical resistance to wastewater environments. Allow to properly cure and dry in accordance with manufacture recommendations.

2.11 STORAGE OF MATERIALS

A. The Contractor shall provide an area for repair material storage free from exposure to moisture in any form, before, during, and after delivery to the site. Manufactured materials shall be delivered in unbroken containers labeled with the manufacturer's name and product type. All mortar products shall be stored on raised platforms. Materials susceptible to damage by freezing shall be stored in a dry, heated, insulated area. Any material that has hardened, partially set, become caked and/or has been contaminated or deteriorated shall be rejected. All aggregates shall be stored in clean bins, scows or platforms.

PART 3 -- INSTALLATION

3.1 IMPLEMENT SAFETY AND OCCUPATIONAL HEALTH PRACTICES

Contractor is responsible for ensuring that all applicable OSHA required safety and occupational health practices are followed at all times, including but not limited to the preventative measures listed below:

A. Contractor to inform all workers of the hazards associated with working in confined spaces and in wastewater environments.

B. All required safety precautions outlined in "a guide to safety in confined spaces" published by NIOSH shall be followed at all times when working in a confined space. A confined space is defined as "A" space which has limited or restricted means for entry or exit, and it is not designed for continuous employee occupancy. Confined spaces include, but are not limited to underground vaults, tanks, storage bins, manholes, pits, silos, process vessels, and pipelines." A copy of this publication has been provided along with the Specifications.

C. Diseases caused by infectious agents (bacteria, viruses, protozoa, helminths and fungi, etc.) Are present in the raw domestic wastewater. Appropriate safety precautions should be taken to ensure that workers are not exposed to infectious agents.

D. Contractor to ensure that product specific safety precautions are followed in accordance with the applicable MSDS sheet(s) and the manufacturer's specifications.

3.2 BYPASS PRETREATMENT SYSTEM

Bypass the pretreatment system in accordance with the enclosed bypass schematic Sheet 2.

3.3 REPAIR INTERIOR CONCRETE WALLS TO THE ORIGINAL THICKNESS

The interior concrete loss varies. The concrete aggregate is visible along the inside of the wall. All walls, ceiling and floor shall be patched and coated per recommended guidelines below.

A. Surface preparation:

1. The inside walls, ceiling and floor of the structure shall be thoroughly cleaned to expose hard, solid concrete. This can be accomplished by sandblasting, scarifying or water blasting as necessary. Remove dust, dirt, and loosely bonded material resulting from cleaning. Care should be exercised not to damage existing reinforcement during removal. When cleaning/concrete removal exposes steel reinforcement, concrete removal shall extend to where bar is well bonded to surrounding sound concrete. Care shall be exercised if undercutting of the bar is required.
2. At edge locations chip or saw cut (1/2" or less) edges to prevent feathered edge conditions. Do not damage reinforced steel.
3. Clean concrete surface of oil, paint, debris of foreign matter by sandblasting. Scarify sound concrete surface to 1/8" profile by sandblasting surface.
4. Remove loose and heavy rust on reinforcing by sandblasting bars. Where undercutting is required, remove concrete around steel reinforcing to a distance of 3/4" - 1" around each bar.
5. Remove all dust particles and loose material or residue from concrete and rebar surfaces by pressure washing or high-pressure air. Check concrete surfaces to insure that surface is free from additional loose aggregate, or that additional delaminations are not present.
6. If hydro-demolition is used as a means for concrete removal and cleaning of foreign matter and residue, cement and particulate slurry must be removed from prepared surfaces before slurry hardens. Contractor is responsible for removing and disposing of material.
7. Brush on corrosion-inhibiting primer on reinforcing bar and apply a bonding agent to concrete surfaces. Follow manufactures guidelines for application of primer and bonding agent. Refer to manufacture's specifications for approved materials.
8. Consult the City if after cleaning of heavily delaminated reinforcing the bar has lost more than 20% of its area. Additional details and/or procedures will be provided if alternate repair measures are necessary.

B. Repair of hairline width cracks or openings:

1. Several cracks (±280 lf) exist on the top deck and overhangs of the structure. These cracks require repair to prevent further damage and corrosion.
    a. Repair guidelines are as follows:

1) Clean crack surfaces and remove any foreign matter and deposits.
2) Install entry ports along length of crack.
3) Apply surface seal compound to face of crack for entire length of crack.
4) Inject epoxy repair compound into crack under pressure through entry ports.
5) Remove surface seal and clean surface after injection compound has cured.
6) Refer to concrete crack repair detail.
7) Refer to manufacturers product specific repair guidelines.
8) If there are signs of spalling concrete refer to concrete rehabilitation.

C. Concrete restoration in locations exhibiting signs of spalling cracks.

1. Concrete repair guidelines are as follows:

a. Remove all deteriorated or unsound concrete by hydro-demolition in a manner that allows placement of repair material in roughly uniform thickness. Care should be exercised not to damage existing reinforcement during removal. Concrete removal shall extend to where bar is well bonded to surrounding sound concrete. Care shall be exercised if undercutting of the bar is required.

b. At edge locations chip or saw cut (1/2" or less) edges to prevent feathered edge conditions. Do not damage or cut reinforcing steel.

c. Clean concrete surface of all oil, paint, dirt, debris of foreign matter by sandblasting. Scarify sound concrete surface to 1/8" profile by sandblasting surface.

d. Remove loose and heavy rust on reinforcing by sandblasting bars. Where undercutting is required, remove concrete around steel reinforcing to a distance of 3/4" - 1" around each bar.

e. Remove all dust particles and loose material or residue from concrete and rebar surfaces by pressure washing or high-pressure air. Check concrete surfaces to insure that surface is free from additional loose aggregate, or that additional delaminations are not present.

f. If hydro-demolition is used as a means for concrete removal and cleaning of foreign matter and residue, cement and particulate slurry must be removed from prepared surfaces before slurry hardens.

g. Brush on corrosion-inhibiting primer on reinforcing bar and apply a bonding agent to concrete surfaces. Follow manufactures guidelines for application of primer and bonding agent.

h. Form area to be patched match existing profile. Profile of member and fill area flush with structural repair material.

D. Concrete spalling repair for a depth of 1/2" or less.

1. Remove all deteriorated or unsound concrete and clean surfaces as described in concrete rehabilitation note 3.2 a.1.

2. Apply bonding agent to concrete surfaces and patch concrete.

3. Refer to concrete surface repair detail.

E. Concrete spalling repair for depth greater than 1/2":

1. Follow procedure in concrete rehabilitation.
2. Refer to concrete partial depth repair detail for epoxy anchor requirements and installation.
3. Apply bonding agent to concrete surfaces and patch concrete structure.

F. Reinforcing concrete:

1. Consult the engineer if, after cleaning of heavily delaminated reinforcing, the bar has lost more than 20% of its area. Additional details and/or procedures will be provided if alternate repair measures are necessary.

G. Mortar coat: ensure surfaces are dry before application of epoxy mortar apply a solid epoxy mortar coat specifically designed for wastewater immersion environments where hydrogen sulfide gas and sulfuric acid are present. Allow to properly cure and dry in accordance with manufacturer recommendations.

H. Surfacer: apply a surface mortar to a thickness of 1/16" to 1/8" to patch and fill in the voids. Provide a smooth surface which is restored the original thickness Allow to properly cure and dry in accordance with manufacturer recommendations.

I. Glaze coat: Spectrashield® lining system. The contractor shall follow the manufacturer's guidelines for surface preparation and installation. A technical data sheet for the Spectrashield® lining system has been provided as part of these specifications. Equivalent products must have low permeation to h2s gas and provide chemical resistance to wastewater environments. Allow to properly cure and dry in accordance with manufacture recommendations.

J. Contractor to provide a 10 year labor and materials warranty, which will warrant against failure of the lining system. Failure will be deemed to have occurred when the lining fails to:

1. Prevent the interior deterioration or corrosion of the structure.
2. Protect the substrate and environment from contamination by effluent.

4.1 FIELD QUALITY CONTROL

A. Field Quality Control Testing: Performed by the City or a NACE International Certified Coating Inspector.

B. Destructive Dry Film Thickness Tests, ASTM D 4138:

1. Perform 1 test for every 500 square feet of surface lined. If the thickness is correct, no further testing is required for that area.

2. If the initial thickness test does not indicate correct film thickness, an additional 4 measurements will be made, the average of which must equal minimum specified thickness, although individual measurements may under run this amount by a maximum of 20 percent.

3. Any area that does not meet the specified thickness as tested in 1. and 2. above, shall receive additional Epoxy Corrosion Barrier Coating (depending on the time and environment, additional surface preparation may be required).

4. If the areas tested are of proper thickness, destructive test sites shall be repaired with the appropriate barrier mortar at the contractor's expense prior to placing the system into service.

C. Spot Adhesion Testing of Restoration and Corrosion Barrier Composite Liner to Substrate:

1. Perform minimum of 1 uniaxial pull-off adhesion test for every 500 square feet of surface lined.

2. Remove and replace areas not meeting required 145 psi at 28 days minimum adhesion requirement.

3. If the condition of the substrate is such that minimum pull-off adhesion requirement cannot be met by removal of the upper 1/4" of the substrate, work shall not proceed until a course of corrective action has been determined that will effectively produce the required adhesion results. When an effective course of remedial action has been determined, the owner's representative and the contractor shall negotiate a mutually agreeable settlement to cover the costs associated with the surface evaluation and remedial action.

D. Visual and Electrical Inspection for Holidays in Epoxy Corrosion Barrier Coating:

1. Visual Inspection: Perform visual inspection for holidays in Epoxy Corrosion Barrier Coating. Mark areas identified for repair and reapplication of Epoxy Corrosion Barrier Coating.

2. Electrical Inspection: Perform spark testing in accordance with NACE RP 0188 or as recommended by the manufacturer. Mark areas identified for repair and reapplication of Corrosion Barrier Coating. Contractor to include costs for test in bid.

3. Areas Marked for Repair or reapplication shall be repaired and rehabilitated in accordance with the manufacturer's recommendations at the CONTRACTOR's expense.

END OF SECTION

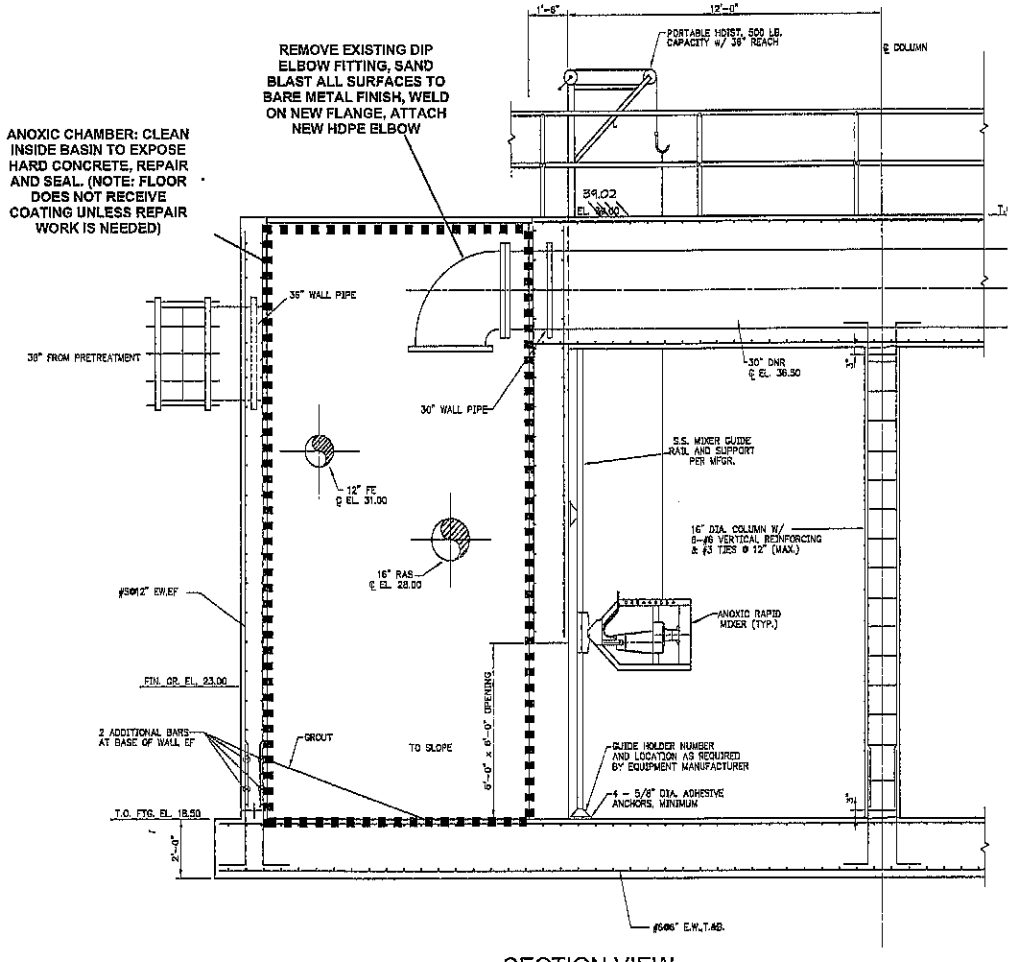
Addendum #8
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 18, 2016

1. Q: Is a 16" RAS needed to be by-passed? Your addendum plans do not indicate anything concerning the 16" RAS. Can you please confirm that the 16" RAS does not need to be by passed or that you can redirect the flow away from headworks being rehabbed?
   A: There is already a by-pass in place for the 16" RAS. Contractor will not need to provide any by-pass piping for the RAS system.

2. Q: Your indicating two permanent 36" Gate Valve, is one above the new flanged 36" tee, where is the other valve to be located and is it above ground or below ground?
   A: The two plug valves are to be located at the tie-in point of the existing 36" main. One valve will be above the new flanged 36" tee and the second valve be on the branch side of the new flanged tee.

3. Q: Where the permanent 36" by pass DIP pipe is to remain, is this capped of below grade or above grade and is this the second location of a 36" Valve?
   A; The permanent 36" bypass pipe is to be capped above grade. The new 36" valve is to be located with the new flanged 36" tee, at the connection point.

E-Bid 20160095
Addendum #9



SECTION VIEW
ANOXIC CHAMBER

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6500 FAX (772) 873-6433

WESTPORT WWTF
HEADWORKS AND ANOXIC BOX
REHABILITATION
ANOXIC CHAMBER SECTION VIEW

SHEET
7/10

Addendum #10
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 23, 2016

The bid has been opening has been extended to March 23, 2016 @ 5:00 p.m..

NOTE: The opening date has been changed.

Instructions to Bidder: Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

E-Bid Opening
E-Bid 20160095
Concrete Restoration of Headworks at WPWWTF
March 23, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	LANEY SOUTHERLY	PSC UTIL.	LSoutherly@cityof	T 873-6442
			PSL.com	F
3.	John Eason	PSC UTIL.	jeason@cityofpsl.com	T 873-6447
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

Site Visit
E-Bid 20160095
Concrete Restoration of Headworks at WPWWTF
March 9, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.	MICHAEL ARNSTEEN	ALLIED BLDG PRODUCTS	MICHAEL.ARNSTEEN @ ALLIEDBUILDINGPRODUCTS.COM	T 561-352-6493
				F
3.	RYAN M. PEREZ	ROWLAND, INC.	RPEREZ@ROWLAND-INC.COM	T 727-545-3815
				F
4.	CURTIS MATTE	WHARTON SMITH INC.	ENVESTIMATING@WHARTONSMITH.COM	T 561-748-5956
				F
5.	Mark Cindrick	Poole & Kent	MCindrick@PKFlorida.com	T 561-721-6439
				F
6.	~~RobertO@PKFlorida.com~~ Robert Oates	Poole + Kent	RobertO@ PKFlorida.com	T
				F
7.	John DeCelestino	Amherst Maintenance	Amherstmaintenance@Verizon.Net	T 727-781-6500
				F

Site Visit
E-Bid 20160095
Concrete Restoration of Headworks at WPWWTF
March 9, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	JOAN MONACO	TLC DIVERSIFIED	JMONACO@ TLCDIV.COM	T 561 478 2025
				F
14.	Heath Fultz	City PSL Ut.		T 772 528-2057
				F
15.	John Eason	City of PSL		T
				F 772-871
16.	Bruce Sloan	City PSL	bsloan@cityofpsl.com	T 7334
				F
17.				T
				F
18.				T
				F
19.				T
				F

Site Visit
E-Bid 20160095
Concrete Restoration of Headworks at WPWWTF
March 9, 2016 10:00 a.m.

8.	JEFF HOLST	FL DRILLING	JEFF@FLDRILLING.com	T 561-818-3228
				F
9.				T
				F
10.				T
				F
11.				T
				F
12.				T
				F

Addendum #4 Revised Bid Reply
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 17, 2016

1. COMPANY NAME:
TLC Diversified, Inc.

2. ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	March 11, 2016
2 - 6	March 17, 2016
7 - 8	March 18, 2016
9 - 10	March 22, 2016

3. REFERENCES

List 3 references that your company has installed interior protective coating, SpectraShield or an approved equal on a project similar to this.

Reference 1	
Company name:	See Attached References
Product name:	
Contact person:	
Contact phone number:	
Contact email:	
Reference 2	
Company name:	
Product name:	
Contact person:	
Contact phone number:	
Contact email:	
Reference 3	
Company name:	
Product name:	
Contact person:	
Contact phone number:	
Contact email:	

4. BID REPLY

Submit a detailed proposal including unit prices and material cost using the schedule of fees from Master 20160063 with your methodology to complete the project.

	Bid Item	Price
1.	Phase I: Repair to Concrete	$ 346,000.00
2.	Phase II: Installation of gates, mobilization, cleaning, final coating	$ 453,000.00
3.	Total of Not to Exceed Amount (this amount should be entered on the webpage on Demandstar)	$ 799,000.00

	Optional Bid Item (if budget allows)	Price
1.	Cleaning walls, ceilings and floor, repair of concrete reinforcement, application of coating system per specifications of the Upper half of the Headworks	$ 438,000.00

Discrepancies between the unit prices on the proposal and the "Not to Exceed" amount listed on the web page at time of submittal will be resolved in favor of the unit prices that are uploaded in the proposal at time of submittal.

Number of calendar days to complete the project: 240 Days

Provide your confined space certification with your proposal. **See Attached**

5. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

6. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid and the Terms and Conditions of Master Contract 20160063.

7. CERTIFICATION

This bid is submitted by: I, Thurston Lamberson/President am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, 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 understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Addendum #4 Revised Bid Reply
E-Bid #20160095
Concrete Restoration of Headworks at WPWWTF
March 17, 2016

Bidder has read and accepts the terms and conditions of the City's standard Contract:

X _____ Thurston Lamberson/President
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

X _____ Joanne Lamberson/Secretary
Signature

NOTE: The opening date has not been changed.

Instructions to Bidder: Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

CERTIFICATE OF COMPLETION

This document certifies that

Brian Sellers TLC Diversified

has fulfilled all requisites and requirements necessary

for the completion of the Summit TrainingWeb™ course

Confined Space: Permit-Required

Date: January 5, 2013

trainingweb.com

1/5/2013

TLC DIVERSIFIED, INC. – KEEPING WATER MOVING

PROJECT NUMBER
1207

TITLE AND LOCATION	YEAR COMPLETED
Clearwater Marshall St. WWTP Salsnes Filters Clearwater, Florida	2013

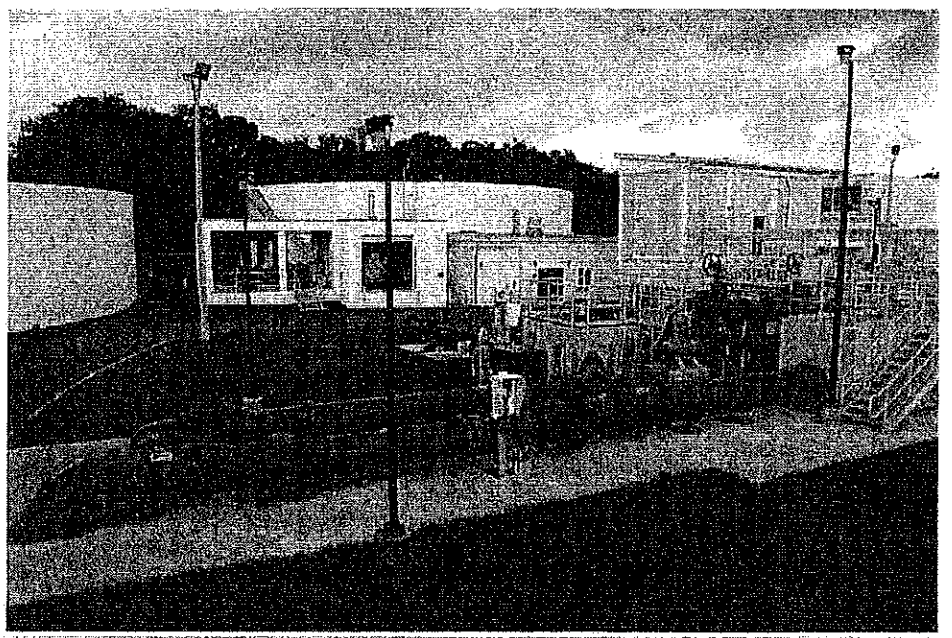
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION
City of Clearwater Contract #06-0022-UT	Tara Kivett	Office (727) 741-0005 Fax (727) 562-4755 Tara.kivett@myclearwater.com

DESCRIPTION OF PROJECT

Project involved the demolition of the existing primary clarifiers, their equipment, electrical and other incidental items; Installation of temporary supports, temporary electrical power, cofferdams and bypass pumping to maintain the flows of the facility in complete and full operation. The bypass of sewage totaled 11MGD for this WWTP; Installation of two new Salsnes Filters, filter feed pumps, sludge pumps, 30" DIP influent & effluent header pipe, construction of new concrete mixing chambers, installation of 24" RAS metering assembly; System integration of new filters into plant PLC/SCADA system; modifications to electrical system and components.

Project Data Points:

- **Engineer:** McKim & Creed
- **Original Contract Amount:** $2,378,307.80
- **Net Change by Change Orders:** ($687,155.80) Owner Direct Purchase Salsnes Filters & Blowers
- **Final Contract Amount:** $1,691,052.00
- **Notice to Proceed Date:** September 17th, 2012
- **Final Completion Date:** April 14th, 2013



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Reliable Electric	Tampa, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Rocha Controls	Tampa, FL	Instrumentation
(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Exceletech	Clermont, FL	Coatings

TLC DIVERSIFIED, INC. – KEEPING WATER MOVING

TLC PROJECT NUMBER: 1034

TITLE AND LOCATION	YEAR COMPLETED
Fermentation, First Anoxic & Second Anoxic Tank Rehabilitation Clearwater, Florida	2012

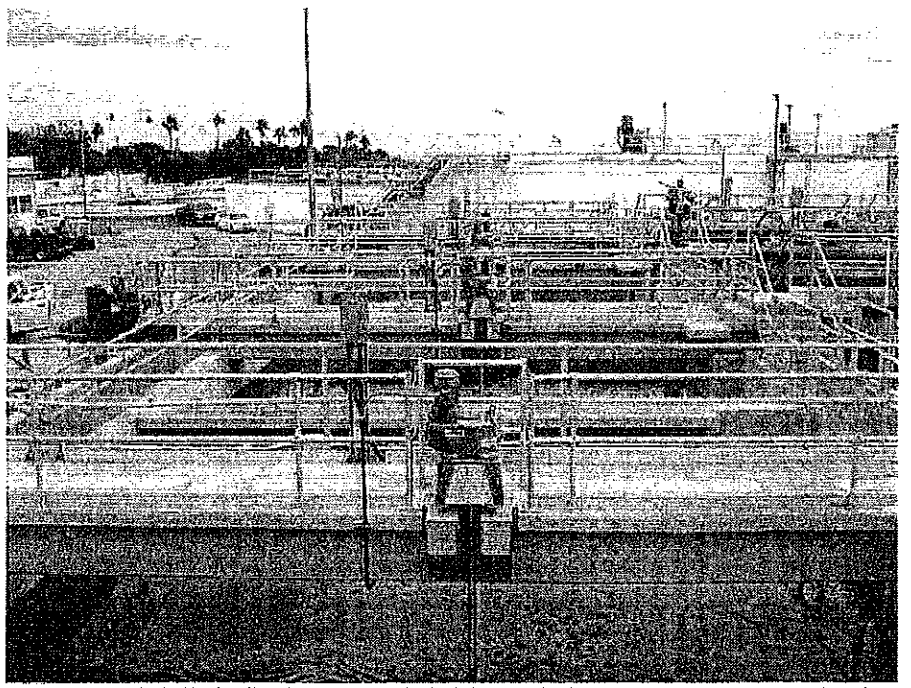
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION
City of Clearwater	Greg Fruecht – Jones Edmunds Owner's contact no longer with City of Clearwater	(813) 258-0703 gfruecht@jonesedmunds.com

DESCRIPTION OF PROJECT

This project's scope of work consisted of the repairing to the concrete structure in the fermentation, first anoxic and second anoxic tanks including walkways, stairs, channels and walls; removal of the vortex baffle structures within each of the 8 tanks; coating the tank wall from top of tank to one foot below low water level in the tanks with corrosion protective coating; replacing the 16 existing mixers with new mixers (owner furnished); replacing the re-aeration system with blowers and medium bubble diffusers; removing the grit and rags in each tank; providing temporary flow diversion on flow rates through the plant of approximately 20MGD; provided temporary chemical feed system to feed the Micro-CG to support the biological treatment processes and meeting the effluent total nitrogen discharge limit; electrical and SCADA upgrades.

Project Data Points:

- **Engineer:** Jones Edmunds
- **Original Contract Amount:** $1,261,547.10
- **Net Change by Change Orders:** $462,887.68
- **Final Contract Amount:** $1,724,434.78
- **Notice to Proceed Date:** March 21st, 2011
- **Final Completion Date:** September 9th, 2012



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
BL Smith Electric, Inc.	Dundee, FL	Electrical
Exceletech	Clermont, FL	Coating

TLC DIVERSIFIED, INC. – KEEPING WATER MOVING

PROJECT NUMBER
0937

TITLE AND LOCATION	YEAR COMPLETED
Renovation of Eastport Headworks Structure Port Charlotte, Florida	2010

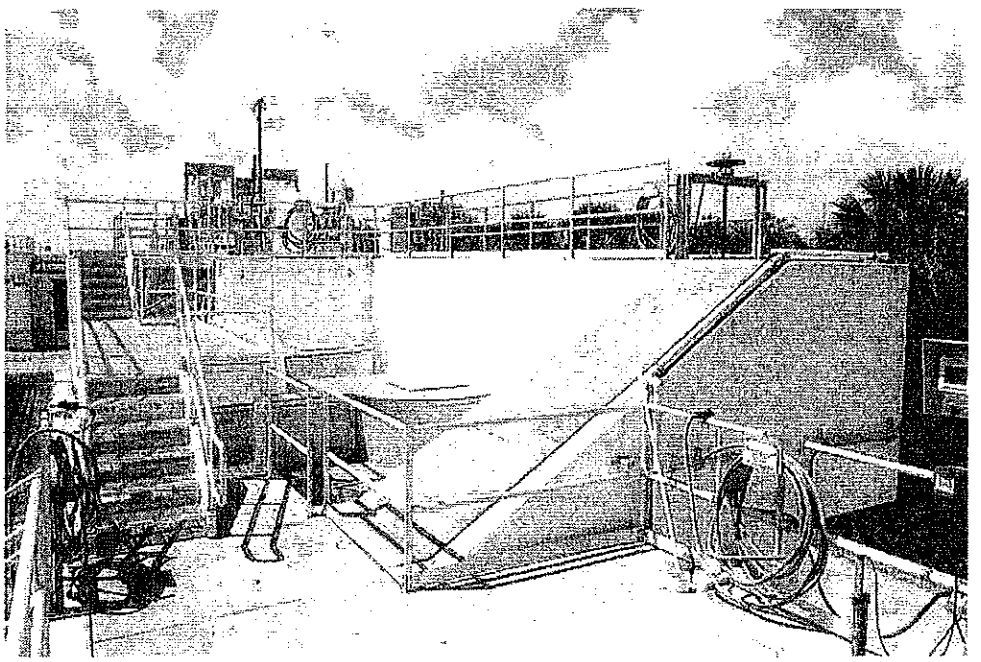
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION
Charlotte County Utilities	Larry Burns	(941) 628-3281 Larry.burns@charlottefl.com

DESCRIPTION OF PROJECT

This project involved the complete rehabilitation of an existing headworks structure. Scope of work included removal and replacement of existing slide gates, mechanical bar screens, coating of the existing channels and concrete repair to channels, painting existing piping, electrical upgrades.

Project Data Points:

- **Engineer:** Stantec Consulting Services, Inc.
- **Original Contract Amount:** $1,019,600.00
- **Net Change by Change Orders:** ($102,782.00)
- **Final Contract Amount:** $916,818.00
- **Notice to Proceed Date:** October 29th, 2009
- **Final Completion Date:** December 28th, 2010



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Cypress Construction	Ft. Myers, FL	Coating
Gulfcoast Electric	Ft. Myers, FL	Electrical

TLC DIVERSIFIED, INC. – KEEPING WATER MOVING

PROJECT NUMBER
0721

TITLE AND LOCATION	YEAR COMPLETED
Headworks Screening & Grit Removal Improvements Clearwater, Florida	2009

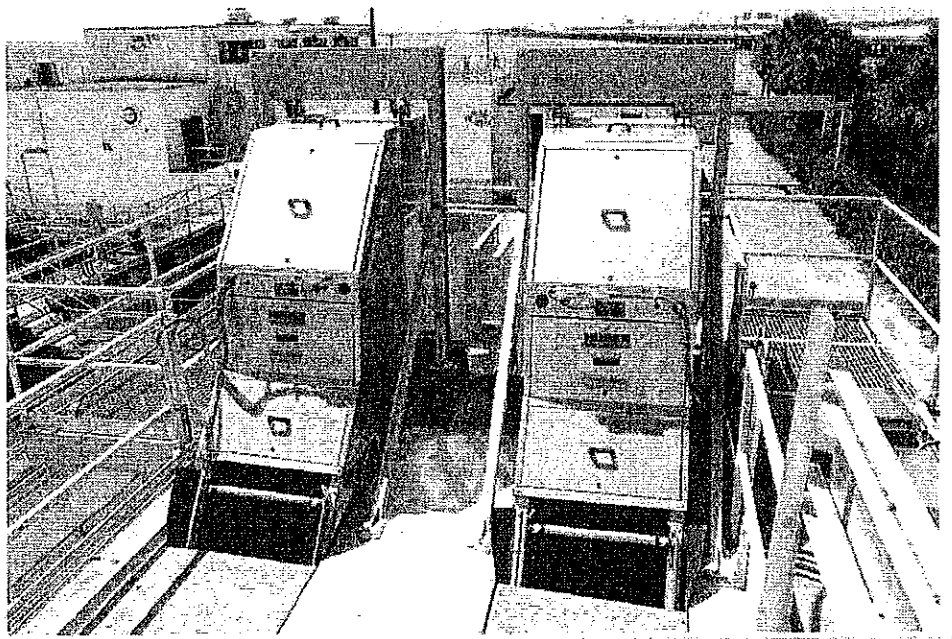
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION
City of Clearwater Contract #05-0063-UT	Robert Fahey	Office (727) 562-4608 Fax (727) 562-4755 robert.fahey@myclearwater.com

DESCRIPTION OF PROJECT

Project involved the removal and replacement of mechanical screens, dewatering presses, grit classifiers, slide & sluice gates, step screens and Teacup grit removal systems at 3 different WWTF for the City of Clearwater. Work also included chemical resistant coatings to screen channels and bypass pumping up to 25MGD during entire coatings application; removal of existing double-tee roof panels at existing screening building and replacement with Butler II Roof System; installation of Hallsten aluminum channel covers; associated electrical and instrumentation upgrades.

Project Data Points:

- **Engineer:** Jones Edmunds
- **Original Contract Amount:** $5,847,803.40
- **Net Change by Change Orders:** ($2,737,614.40) Owner Direct Purchase Grit Equipment
- **Final Contract Amount:** $3,110,189.00
- **Notice to Proceed Date:** February 13th, 2008
- **Final Completion Date:** December 10th, 2009



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
BL Smith Electric	Dundee, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Rocha Controls	Tampa, FL	Instrumentation
(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Exceletech	Clermont, FL	Coatings

SECTION E – BID SUBMITTAL FORM

FLORIDA TRENCH SAFETY ACT

CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safely standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Slope	LF	40	$ 10.00	$ 400.00
2.				$	$
3.				$	$
4.				$	$
5.				$	$

For Information Only, Not for Payment Purposes $ 400.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).

F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.
Company Name

X _____ - President
Name and Title Thurston Lamberson

Address:
2719 17th Street East
Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382
Telephone/Fax

59-2513308
Federal Employee ID NO. (FEIN)

tlamberson@tlcdiversified.com
Email of Account Representative

DRUG FREE WORKPLACE FORM

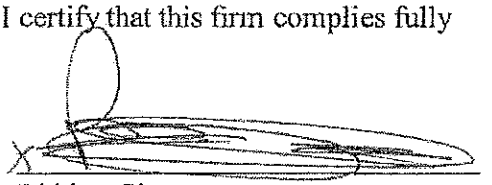
The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

TLC Diversified, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation 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 under bid 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, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidders Signature

Thurston Lamberson, President

March 16, 2016

Date

PUBLIC ENTITY CRIME FORM

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

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

1. This sworn statement is submitted to City of Port St. Lucie, FL By:

Thurston Lamberson, President
(print individual's name and title)

For:

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

2. I understand that a "public entity crime" as defined in Para. 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 Para. 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 of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Para. 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.

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

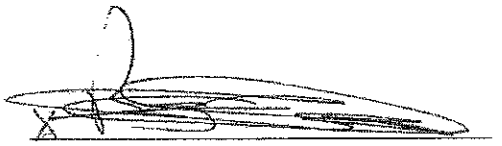
__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent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

_____ 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 the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings 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 ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

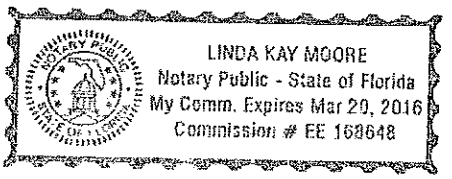


(Signature)
Thurston Lamberson, President

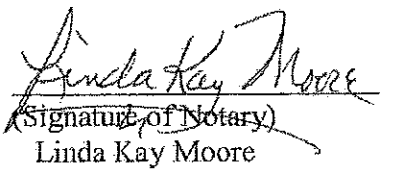
Sworn to and subscribed before me this 16th day of March, 2016

Personally known to me.

Notary Public – State of Florida



Notary Stamp:



(Signature of Notary)
Linda Kay Moore

TLC Diversified, Inc.

Environmental Construction
Professionals Serving the Water
& Wastewater Industry

CE- C041845
CU C060963

Corporate Resolution

December 04, 2014

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

Mr. Thurston Lamberson, President and Mrs. Joanne R. Lamberson, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 4th day of December, 2014

Thurston Lamberson
President

Joanne R. Lamberson
Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day of December, 2014.

Linda Kay Moore
Notary Public

LINDA KAY MOORE
Notary Public - State of Florida
My Comm. Expires Mar 20, 2016
Commission # EE 168648

My Commission Expires: March 20, 2016

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC041816 ISSUED: 07/27/2014

CERTIFIED GENERAL CONTRACTOR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date AUG 31 2016 L1407270002329

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC041816	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

ISSUED: 07/27/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407270002329

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC053963 ISSUED: 07/27/2014

CERT UNDERGROUND & EXCAV CNTR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch.489 F.S.
Expiration date AUG 31, 2016 L1407270002721

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC053963	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2016

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

ISSUED: 07/27/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407270002721

State of Florida
Department of State

I certify from the records of this office that T.L.C. DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 12, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelveth day of January, 2015

Ken Detzner

Secretary of State

Authentication ID: CC2573931257

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Linda Bartz, Vice Mayor

Agenda Item: Motion: Request by Sandra Bogan, Education and Outreach Coordinator of the Oxbow Eco-Center, for City Sponsorship of the Earth Day Festival.

Submittal Date: 4/1/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the goals for expanded leisure activities and our mission to be responsive to the community.

BACKGROUND: On April 23, 2016, the Oxbow Eco-Center will host their annual Earth Day Festival, which is a free event to all residents that encourages education of the environment and Earth-friendly activities. The Oxbow Eco-Center has requested City Sponsorship to help eliminate or reduce the cost of reserving the event stage through the Parks and Recreation Department; the use of the Civic Center LED sign to help promote the Earth Day Festival, from April 17, 2016 to April 23, 2016; as well as to list the City of Port St. Lucie as a sponsor, including the use of the City logo, on all promotional materials. The Oxbow Eco-Center further requested City Sponsorship for the placement of special event signs at right-of-ways from April 17, 2016 to April 23, 2016, pursuant to Section 155.07 of the City's Code of Ordinances.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: The Oxbow Eco-Center is a county funded, governmental agency whose mission is "to foster an awareness and appreciation of the natural world,

an understanding of ecosystems and sustainability, and a sense of stewardship toward Florida and all its inhabitants through educational programs."

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: EMAIL FROM SANDRA BOGAN REQUESTING SPONSORSHIP DATED MARCH 21, 2016.

RECEIVED

APR 01 2016

CITY MANAGER'S OFFICE

Christina Flores

From: Sandra Bogan <bogans@stlucieco.org>
Sent: Monday, March 21, 2016 1:56 PM
To: Linda Bartz
Cc: Jeffrey Bremer; Amy Griffin
Subject: Earth Day @ Oxbow Eco-Center -- In-kind sponsorship requests
Attachments: Sponsorship Letter_2016_SLB.pdf

Hello Vice Mayor Bartz,
It was really nice seeing you the other day. I wanted to follow up on the request we briefly discussed.

First I'd love for the City of Pt. St. Lucie to be a sponsor of the Oxbow's annual Earth Day Festival. It is St. Lucie County's largest Earth Day event, and usually attracts 2,500 or more people.

I've attached our sponsorship packet, but think that PSL could do an in-kind sponsorship. There are at least three things I can think of that could help our Festival be a success:

1. PSL Trolley
2. PSL Stage
3. PSL Civic Center LED sign on US 1

The Trolley would transport people from parking to the Festival. We are looking into using Southern Oaks Middle School parking and would have at least 2 transport vehicles. This would be an excellent way to highlight PSL's sponsorship, as I presume it has graphics that identifies it as PSL. I'm not sure how it would work as far as the driver, but we may be able to cover those expenses if you do not have a budget for it.

We have reserved the use of the PSL stage. The cost is $287, however, it would be nice to eliminate or reduce that cost through an in-kind contribution.

And finally, being able to promote the Festival on the Civic Center LED sign would be a huge value and help raise awareness of this community gathering with more of our residents.

Feel free to give me a call to discuss further either at 785-5833 or cell 971-6218.

The most time-limiting element would be knowing if we would have use of the trolley, as if not, I'm looking into community transit buses.

Thank you!

Sandra Bogan

Education & Outreach Coordinator

Oxbow Eco-Center
5400 N.E. St. James Drive, Port St. Lucie, FL 34983
(772) 785-5833
www.oxboweco.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jerome Post, Human Resources Director

Agenda Item: Motion: Approval of a Tentative Agreement between the City of Port St. Lucie and the International Union of Police Associations, Lieutenants

Submittal Date: 4/4/2016

STRATEGIC PLAN LINK: Strategic Plan Goal 1: Financially Sound City, High Performance Organization.

BACKGROUND: This union represents 8 Police Lieutenants. The current contract expired on September 30, 2015. Negotiations between the City and this union began in September, 2015, and a total of 4 bargaining sessions were held. The majority of the time was spend discussing economics, in particular health care costs, wage rates and pension benefits. The agreement before the Council was ratified by the union membership on March 16, 2016.

ANALYSIS: Attached is a copy of the Agreement in legislative format along with a summary of the changes that were made listed by Article.

FINANCIAL INFORMATION: This is a 3-year agreement beginning October 1, 2015, through September 30, 2018, with no re-openers. The cost of the economic package remains within the authority granted by City Council. Included in this packet is a memo detailing the highlights of the economic package, in particular wages, health care and pension benefits.

LEGAL INFORMATION: Approved by Lara Donlon, of Torcivia, Donlon, Goddeau & Ansay, P.A.as to form.

STAFF RECOMMENDATION: The recommendation is to approve this Agreement.

SPECIAL CONSIDERATION: Linked to the approval of this Agreement is a Mutual Consent Agreement that must also be approved by the Council for the implementation of the new pension benefit. The Mutual Consent Agreement satisfies the State of Florida Retirement System with SB 172, which amended Chapters 175 and 185, Florida Statutes in 2015 and will be submitted for Council approval under separate Agenda Memorandum.

PRESENTATION INFORMATION: Jerome Post, Human Resources Director, will provide a brief presentation.

REQUESTED MEETING DATE: NA

LOCATION OF PROJECT: NA

ATTACHMENTS: 1) Memo highlighting the details of the Agreement; 2) Table: Summary of Changes Made; 3) Collective Bargaining Agreement between the City of Port St. Lucie and the International Union of Police Associations (legislative format.

RECEIVED

APR 0 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE
HUMAN RESOURCES

A CITY FOR ALL AGES

MEMORANDUM

To: Jeff Bremer, City Manager

From: Jerome Post, SPHR, SHRM-SCP, Human Resources Director

Date: April 4, 2016

Subject: 2015-2018 COLLECTIVE BARGAINING AGREEMENT FOR INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA) "POLICE LIEUTENANTS"

Attached please find the tentative Collective Bargaining Agreement (CBA) spanning October 1, 2015 through September 30, 2018, reached by the City and the International Union of Police Associations (Union) representing Police Lieutenants. The Union has advised that the agreement was ratified by its membership on March 16, 2015.

Economic Issues

This is a 3-year agreement beginning October 1, 2015, through September 30, 2018, with no re-openers. The cost of the economic package remains within the authority granted by City Council.

Wages
Salaries established per the following schedule:

STEP	FY 2014-2015	FY 2015-2016	FY2016-2017	FY 2017-2018
1	$90,238.83	$ 96,000.00	$ 96,000.00	$ 96,000.00
2	$92,945.99	$100,000.00	$100,000.00	$100,000.00
3	$95,734.38	$104,000.00	$105,000.00	$105,000.00
4	$98,606.40	$108,500.00	$109,600.00	$110,000.00
5	$101,564.60			
6	$104,611.53			
7	$107,749.88			

FY 2015-16
The wage scale collapses from 7 steps to 4 retroactive to October 1, 2015, and employees move to the lowest step that allows an increase. The $75 per week

"administrative pay" is eliminated. Employees receive a step increase on their anniversary date year 1. Employees at Step 4 receive $1,800 longevity pay on their anniversary date in year 1.

FY 2016-17
Steps 3 and 4 (only) increase effective Oct. 1, 2016, and employees advance to the next step on their anniversary date in the fiscal year. Those at top step receive longevity payment of $2,400 on Oct. 1, 2016.

FY 2017-18
Only Step 4 on the wage scale increases. Employees advance one step in the third year. Longevity payment of $2,400 is also paid to those already at Step 4 on Oct. 1, 2017.

Health Care
Employee contributions to health care increase each year of the contract as follows:

	Current	2015-16	2016-17	2017-18
Single	$45	$47	$47	$51
Emp. + Spouse	$247	$254	$369	$418
Emp. + Children	$167	$172	$209	$237
Family	$292	$301	$372	$422

The contribution amounts are retroactive to October 1, 2015 and reflect parity with the civilian employees in FY 2015-16. The second and third year amounts reflect the desired cost share of 16% and 17% respectively. Beginning in FY 2016-17 the health care benefit will be unbundled, allowing employees to opt out of the dental and vision coverage and pay a lower monthly amount.

Pension
Those members retiring after October 1, 2015 will receive a pension multiplier of 3.27%, increased from 3.09%. In exchange, the City will receive all the money in the Excess State Monies Reserve and all funds from the State of Florida Insurance Premium Taxes. The City's contribution to the pension fund is not expected to increase because the money received from the Excess Reserve and the state funds is expected to cover the cost of the increased multiplier per the Actuary Impact Statement dated March 24, 2016.

Per SB 172, which amended Chapters 175 and 185, Florida Statutes last year, the City and the Union are advised to also sign a Mutual Consent Agreement recognizing the direction of the State monies. This Mutual Consent Agreement will be before the Council in a separate Agenda item.

Non-Economic Issues
The parties agreed to:
Clarified the role of an Acting Asst. Chief
Codified the Annual Leave Benefit
Establish a lay-off and recall process

Establish a joint committee to revamp the performance review system and forms; Clarified the status as salaried employees

Summary of Changes to Police Lieutenants CBA 10/1/15 – 9/30/18

Item #	Article and Section	Topic	Change Made	Effective Date
1	Art. 1 Sec. 1	Recognition	Housekeeping Issues: Recognizes IUPA rather than PBA as the bargaining representative. Also recognizes the role of the Labor Relations Administrator	Upon Ratification
2	Art. 4 Sec. 2	Association Representation	Recognizes the role of an Acting Asst. Chief	Upon Ratification
3	Art. 5 Sec. 3	Bulletin Boards	Chief has more latitude with items being posted by the union	Upon Ratification
4	Art. 9	Annual Leave	Language now mirrors the Officers and Sgts. units and codifies current policy and practice	Upon Ratification
5	Art. 10 Sec. 4	Holidays	Makes payment of holidays consistent with salaried employees	Upon Ratification
6	Art. 12 Sec. 2	Wages	Year One: Condensed the pay scale from 7 steps to 4, increasing the start rate by 6.3%, and the top step by 0.7%. Helps eliminate wage compression from the Sgts. rank. Year Two: Increased the wage scale for steps 3 and 4 only to reflect an increase equating to 0.9% each. Step increases equating to 4.1% at Step 1 to 1.0% at the top step. Year Three: Increased wage scale for step 4 only to reflect an increase equating to 0.36%. Step increases that equate to 4.1% at Step 1 to 4.8 % at step 3.	10/1/15 10/1/16 10/1/17
7	Art. 12 Sec. 2	Longevity	Year One: $1,800 for those at top step Year Two: $2,400 for those at top step Year Three: $2,400 for those at top step	10/1/15 10/1/16 10/1/17
8	Art. 12 Sec. 4 (deleted)	Administrative Pay	Eliminates the $75.00/week administrative pay.	Upon Ratification
9	Art. 12 Sec. 5	Shift Differential	Eliminates the shift differential	Upon Ratification
10	Art. 12 Sec. 5	Education Incentive	Eliminates educational programs outside of college degrees	Upon Ratification
11	Art. 13 Sec. 1	Health Care Contributions	Year One: Increases Employee contributions from 14% to 15%. Year Two: Increases Employee contributions from 15% to 16% and "unbundles dental, vision Year Three: Increases Employee contributions from 16% to 17% and "unbundles dental, vision	10/1/15
12	Art. 13 Sec. 2.1	"Me-Too" clause	If another employee group is afforded a lower health care contribution amount for the same health care plan in the contract year 2016/17, that lower amount will apply to this unit too.	10/1/16
13	Art. 13 Sec. 2.2	"Me-Too" clause	If another employee group is afforded a lower health care contribution amount for the same health care plan in the contract year 2017-18, that lower amount will apply to this unit too.	10/1/17

Summary of Changes to Police Lieutenants CBA 10/1/15 – 9/30/18

14	Art. 13 Sec. 3	Health Care Rebate Program	Housekeeping Issue: Deletes the explanation of the Health Care Rebate Program, but allows for maintenance in the same manner.	Upon Ratification
15	Art. 13 Sec. 5	Health Care for Surviving Spouses	Clarifies that Spouses of officers killed in the line of duty will be allowed to stay on the City's health care plan at no additional cost for a period of 2 years.	Upon Ratification
16	Art. 13 Sec. 11	Worker's Compensation	Provides parity with the Officers Unit to pay a supplement equal to 100% of pay for work related injuries causing time off.	Upon Ratification
17	Art. 13 Sec. 12	Comp Time Payout	Housekeeping Issue: Eliminates payout of comp time upon death (comp time eliminated as a salaried worker)	Upon Ratification
18	Art. 14 Sec. 2	Retirement Plans	Housekeeping Issues: Cleans up language referencing old 401(a) plans	Upon Ratification
19	Art. 14 Sec. 3	Retirement Plans	The parties agree that the City will collect the entire amount of the state funds in exchange for a higher multiplier from 3.09% to 3.27%	Upon Ratification
20	Art. 16 Sec. 7	Performance Evaluations	Establishes a joint committee to re-design the performance evaluation forms and the process of evaluating members	Upon Ratification
21	Art. 21	Layoff and Recall	Establishes a layoff and recall process	Upon Ratification
22	Art. 22 Sec. 5,6	Corrective Diversion Process	Codifies the Corrective Diversion Process and includes the criteria in the Appendix	Upon Ratification
23	Art. 23 Sec. 2.3	Grievance Procedure	Housekeeping Issue: Replaces "Division Commander" with "Assistant Chief of Police."	Upon Ratification
24	Art. 27 Sec. 6	Authorized Leaves of Absence	Clarifies no loss of pay for non-work related court issues causing absence for less than one day (consistent with salaried employees)	Upon Ratification
25	Art. 28	Duration	Establishes the contract to extend from October 1, 2015 through Sept. 30, 2018	10/1/15

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORT ST. LUCIE

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, IUPA

~~PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION~~
LIEUTENANTS

EFFECTIVE OCTOBER 1, 2015 ~~2012~~ THROUGH SEPTEMBER 30, 2018 ~~2015~~

Ratified by Bargaining Unit: ~~November 21, 2013~~

Approved by City Council: ~~November 25, 2013~~

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ARTICLE 1
RECOGNITION

TA 9/9/2015

City Proposal 9-9-15

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement, and to set forth herein the basic and entire agreement between the parties in the determinations of wages, hours, and terms and conditions of employment.

Section 1: Exclusive Parties to the Agreement

In accordance with the State of Florida, The Public Employees Relations Act and the City of Port St. Lucie, this Collective Bargaining Agreement is entered into by and between the City of Port Saint Lucie, a municipal corporation in the State of Florida, hereinafter called the "Employer" or the "City", and the ~~Palm Beach County Police Benevolent Association (PBA),~~ International Union of Police Associations, AFL-CIO (IUPA) hereinafter referred to as the ~~"PBA"~~ "IUPA" or "Association."

The City hereby recognizes the Association as the exclusive bargaining representative for all matters affecting wages and terms and conditions of employment as provided in Chapter 447.309 (1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission in Case No. EL~~-2007-053~~ 2015-012 (~~RC-2007-049~~ 2015-007) issued on ~~January 28, 2008.~~September 8, 2015.

The bargaining unit for which this recognition is accorded comprises all sworn law enforcement personnel of the City who hold the rank of Lieutenant, except as may be excluded by unit clarification processes.

The Association hereby recognizes the City Manager or his representative(s) as the Employer's only representative for the purpose of collective bargaining.

The Association agrees during the term of this Agreement that the Association and its representatives will deal only with the City Manager, Assistant City Manager, Human Resources Director, City Attorney, Assistant City Attorneys, Labor Relations Administrator, Chief of Police or their respective designee(s) in matters pertaining to this Agreement.

The City agrees that it will deal only with the authorized representatives of the Association in matters pertaining to the interpretation and application of this Agreement. The Association agrees to notify the City in writing of the names of such authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement. It shall be the responsibility of the bargaining unit to promptly notify the Chief of Police in writing

of any changes in the designation of ~~PBA~~ IUPA representatives.

Section 2: References to the Bargaining Unit and Management

For the purpose of this Agreement, the terms bargaining unit employee and member shall be synonymous. The terms Police Department and Department shall be synonymous. Further, the terms management, management official and/or officials shall include all sworn law enforcement personnel holding the rank of Assistant Chief or higher.

Section 3: Gender Reference: All references in this Agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

ARTICLE 2
DUES DEDUCTION

~~TA 9/9/2015~~

~~City Proposal 9-9-15~~

Section 1: Deductions

Bargaining unit members may authorize payroll deductions using the attached form (Appendix A), as may be amended, for the purpose of paying authorized dues. The Association will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Department, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance.

Section 2: Processing of Dues Deductions

Dues deductions shall be processed by the City and become effective no later than thirty (30)-days from the time received in the Human Resources Department. Dues will be collected only for the recognized bargaining agent. Dues shall be remitted monthly along with a list containing the name and the amount deducted, of the bargaining unit members for whom remittance is made.

Section 3: Remittance

The City's remittance will be deemed correct if the Association does not give written notice to the City within fifteen (15) calendar days of a remittance, specifying the reasons it believes the remittance to be incorrect.

Section 4: Indemnification

The Association shall indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any check-off or payroll deduction of Association dues and/or any other personal information contained on the form described in Section 1, above.

Section 5: Termination of Deductions

Any bargaining unit member may discontinue deductions by providing written notice to the Association and the Human Resources Department. Deductions shall cease within 30 days of receiving the notice.

Section 6: Insufficient Pay for Deductions

No deductions shall be made from the pay of any bargaining unit member for any payroll period in which the bargaining unit member's net earnings for that payroll, after other deductions, are

less than the amount of dues to be checked off.

ARTICLE 3
NON-DISCRIMINATION
City Proposal 9-9-15 1-20-16 CITY AND UNION AGREED TO STATUS QUO

Section 1: All parties to this Agreement specifically agree not to discriminate on the basis of race, color, marital status, religion, sex, national origin, age, disability, membership or non-membership in the Association or any other lawfully protected class in the application of this Agreement.

Section 2: Gender Reference: All references in this Agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

Section 3: Any alleged violation of this article shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 4
ASSOCIATION REPRESENTATION AND ACTIVITIES

TA 9/9/2015
City Proposal 9-9-15

Section 1: Paid Time for Association Business

For Association business directly involving the City, up to two (2) representatives of the Association may be allowed to participate during their normal hours of work without use of accrued leave. Paid time for Association business shall include collective bargaining negotiations, grievance/arbitration hearings, investigations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures.

Section 2: Approval of Association Business

Neither Association representatives nor bargaining unit employees shall leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other Association business without the express permission of an Assistant Chief or above. Permission will not be unreasonably withheld.

Any non-employee ~~PBA~~ IUPA representative or employee representative who finds it necessary to contact any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain approval from a supervisor of the rank of Assistant Chief or above. In the event that immediate contact with the on-duty bargaining unit member is necessary to preserve the on-duty bargaining unit member's rights pursuant to the Law Enforcement Officers Bill of Rights and approval from an Assistant Chief or above is not readily available, then approval from the Acting Assistant Chief will suffice.

ARTICLE 5
BULLETIN BOARDS AND SOLICITATION

TA 9/9/2015
City Proposal 9-9-15

Section 1: The City agrees to provide a dedicated bulletin board located in the briefing rooms of headquarters. The location of these bulletin boards shall be in areas commonly used to post information for law enforcement personnel and accessible to bargaining unit members.

Section 2: The bulletin boards shall be used for posting authorized bargaining unit member notices of official union business. The Association will not place any material on the bulletin boards, which is derogatory to the City or its management.

Section 3: Copies of all notices to be posted on the bulletin board by the Association shall be signed and dated by the authorized bargaining unit representative and sent to the Chief of Police or his designee. The Chief of Police or his designee may make periodic inspections of the bulletin boards and remove ~~request~~ materials ~~be removed~~ that violate any provisions of this Article ~~section~~ upon providing notice thereof to the Association.

Section 4: The City's electronic information systems, including the e-mail system and Police Department portal, shall not be used to communicate Association business except as follows. Authorized representatives, while off-duty or on break, may utilize the City's e-mail system to communicate notice of meetings with the City, minutes of those meetings and votes arising from those meetings.

ARTICLE 6
EMPLOYEE RIGHTS

~~TA 9/9/2015~~
~~City Proposal 9-9-15~~

Section 1: The City agrees not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

Section 2: Language contained in this Agreement shall not preclude any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article ~~21~~ 24, Arbitration Procedures, without representation of the Association. Further, nothing contained in this Agreement shall preclude any employee, at his option, from discussing a problem directly with his supervisor or other management representative with or without the intervention of the Association, provided that the immediate supervisor or other management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

Section 3: In matters involving a grievance, the Association shall be given the opportunity to be present at any meeting called for the resolution of such grievance, at the grievant request.

ARTICLE 7
MANAGEMENT RIGHTS
City Proposal 9-9-15 1-20-16 CITY AND UNION AGREED TO STATUS QUO

Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement and Chapter 447, Florida Statutes. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 2: Prior Rights

Prior to the time when the Association became the representative of the employees covered by this Agreement, the City had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the City and the Association have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it had ever enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

Section 3: Exclusive Rights.

It is agreed that the City and Police Department management alone shall have the authority:

(a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference on the part of the Association or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, Florida Statutes, or federal law, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. The management of its business includes the right:

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of job or employees, to determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, subject to the limitations set forth in this Agreement.

All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include the sole and exclusive right:

(c) To determine the size and composition of its work forces;

(d) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;

(e) To hire, rehire, retire, promote, demote, evaluate, except as expressly limited by a specific provision of this Agreement;

(f) To direct, layoff and recall employees subject to the express provisions of this Agreement; to reward or reprimand, discharge or otherwise discipline employees for just cause;

(g) To maintain the efficiency of employees;

(h) To determine job content and minimum qualifications for jobs; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept;

(i) To discontinue, transfer, or assign all or any part of its operations; to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, position, or classification, department, division or operational unit;

(j) To control and regulate or discontinue the use of any property owned, used, possessed, or leased by the City;

(k) To make or change rules and regulations, policies, practices and procedures not in conflict with the provisions of this Agreement. Additionally, Lieutenants agree to follow and abide by the Personnel Rules and Regulations adopted by City Council on July 31, 1987 and revised by Ordinance 95-12 on March 10, 1995 not in conflict with this Agreement or their status as exempt employees.

(l) To introduce new, different or improved methods, means and processes of police service and operation and otherwise manage the department and direct the work force.

The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein in Section 3, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the above rights in Section 3 shall not preclude the bargaining unit members or their representatives from filing grievances about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section 4: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, fires, floods, civil disorders, strikes or illegal

work stoppages, severe weather conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City as it deems necessary, during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.

ARTICLE 8

PROHIBITION OF STRIKES

TA 9/9/2015

City Proposal 9-9-15

The Association and the City agree that sections 447.505 and 447.507, Florida Statutes, shall govern their relations regarding the prohibition of strikes.

ARTICLE 9
ANNUAL LEAVE

City Proposal 9-9-15

~~The City recognizes the importance of personal time away from work and affords bargaining unit employees an opportunity to take annual leave, in accord with the following:~~

~~Section 1: Permissible Purposes.~~

~~Annual leave may be granted for the following reasons:~~

~~1. Vacation leave.~~

~~2. Absences for transaction of personal business which cannot be conducted during off-duty hours.~~

~~3. Religious holidays other than those designated by the City Council as official holidays.~~

~~4. For uncovered portion of sick or disability leave once such leave has been exhausted through illness or disability.~~

~~5. Any approved absences from work not covered by other types of leave provisions established herein.~~

~~Section 2: Rates of Accrual.~~

Section 1: Bargaining unit members shall accrue annual leave in accordance with the following schedule:

Years Employed	~~Days~~ Hours Accrued Per Year
1 - 3	~~10~~ 80 hours
4 - 9	~~15~~ 120 hours
10 - 19	~~20~~ 160 hours
20 +	~~25~~ 200 hours

Section 2: Annual leave may be accrued to a maximum of two-hundred forty (240) regular hours. Bargaining unit members are eligible to use accrued annual leave after completing six (6) consecutive months of employment. A member will be charged the actual time he is away from work in minimum increments of one (1) hour. Bargaining unit members are not charged for holidays that occur during their scheduled annual leave time.

Section 3: Requests for forty (40) or more hours of annual leave should, to the extent

practicable, be submitted to the Chief's designee.

Section 4: No paid annual leave is permitted in advance of being accrued and bargaining unit members are not permitted to take more than twenty (20) days of annual leave in any six (6) month period without permission of the Police Chief or designee.

Section 5: If management cannot accommodate a bargaining unit member's request to use accrued annual leave, the Police Chief may recommend that the member be compensated for up to eighty (80) hours of their accrued annual leave, prior to the member's next anniversary date of employment. Approval is contingent upon concurrence of the City Manager and verification that funds are available. If approval is denied the bargaining unit member can submit a new annual leave request.

Section 6: A bargaining unit employee will not be paid for accrued leave in lieu of taking such annual leave except upon separation or pursuant to this section. Members leaving City employment after more than six (6) months of continuous employment with the City will receive payment for any accrued annual leave as of the date of separation. Payment for accrued annual leave does not apply to members having less than six (6) months of employment. Payment for unused accrued annual leave is limited to a maximum of thirty (30) days or two-hundred forty (240) regular hours computed at the employee's base rate of pay at time of separation.

Section 7: After utilizing at least eighty (80) hours of accrued annual leave in the preceding twelve (12) months, a bargaining unit member may request to sell back a portion of his remaining accrued annual leave balance. Approval is contingent upon budget restrictions and the concurrence of the City Manager.

Section 8: A bargaining unit member's accrued annual leave at the time of his death will be paid to the member's beneficiary, surviving spouse, or estate, as determined by law or by the executed forms in the member's personnel file.

~~Annual leave may be accrued to a maximum of two-hundred forty (240) regular hours.~~

~~If a member takes an uninterrupted leave for a duration exceeding thirty (30) calendar days, the accrual of annual leave shall temporarily cease on the 31st calendar day and continue until the member reports to work.~~

~~Section 3: Requests for Leave.~~

~~Once the bargaining unit member initially completes six (6) months continuous service, he shall be eligible to use annual leave.~~

~~Any request for annual leave shall be submitted within a reasonable period before such leave begins. No employee shall be permitted to take more than twenty (20) days of annual leave in~~

~~any six (6) month period without permission of the Chief of Police and City Manager.~~

~~Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave.~~

~~Section 4: Payout of Annual Leave~~

~~An employee shall not be paid for accrued annual leave in lieu of taking such leave except upon separation. Employees having more than six (6) months of continuous employment shall be eligible to receive any annual leave credit accrued as of the date of separation, computed at the employee's base rate of pay.~~

~~Lieutenants who have utilized at least eighty (80) hours of accrued annual leave in the preceding twelve (12) month period may convert up to forty (40) hours vacation time to a cash straight time payment subject to the approval of the Chief of Police or his designee and the City Manager. Approval shall not be unreasonably withheld.~~

ARTICLE 10
DAYS AND HOURS

City Proposal ~~9-9-15~~ **1-19-16**

Section 1: All Lieutenants are considered exempt as defined by the Fair Labor Standards Act.

Section 2: The work week shall consist of forty (40) hours within a seven (7) day period beginning on Saturday (12:01 am) and ending on the following Friday (midnight). The workweek shall consist of either five-(5) eight-(8) hour days, or four-(4) ten-(10) hour days. Bargaining unit members assigned other duties may have other shifts or schedules.

Section3: The City agrees to abide by the Fair Labor Standards Act as it relates to law enforcement personnel, except as expressly limited by a specific provision of this Agreement.

Section 4: A. The City will observe the following holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veterans' Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Friday after Thanksgiving
10.	Christmas Eve	December 24
11.	Christmas Day	December 25
12.	New Year's Eve	December 31

All bargaining unit members shall receive holiday pay, at their regular rate of pay, ~~If a bargaining unit member is required to work either on the actual holiday as listed above, or the date on which it is observed by the City [but not both], he shall be paid at the rate equivalent to the rate of time and one-half (1.5X) his regular rate for all hours worked, plus the normal holiday compensation, for one holiday.~~

When a holiday falls within a period of paid leave, the holiday shall not be counted as a work day in computing the amount of leave debited. When a holiday falls within a period of an unpaid leave of absence, the bargaining unit employee shall not be paid for the holiday.

Section 5: Other provisions, if any, regarding days and hours, not in express conflict with this article, shall be governed by the City's Personnel Rules and Regulations.

ARTICLE 11
FITNESS FOR DUTY

TA 9/9/2015

City Proposal 9-9-15

Section 1: All bargaining unit members shall be physically fit for duty twenty-four (24) hours per day during those calendar days scheduled to work or to be on call.

Section 2: Bargaining unit members may be ordered to report for duty by a higher ranking Police Department Official.

Section 3: Bargaining unit members who fail to report for duty for three (3) consecutive days for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All absences by bargaining unit members shall be documented by supervisors and forwarded to the Chief of Police.

Section 5: The refusal to report for duty when ordered by a higher ranking Police Department official may be grounds for disciplinary action.

Section 6: Bargaining unit members will be excused from the provisions of Sections 1-5 by their supervisor or higher ranking Police Department official when circumstances exist making it in the best interest of the Department and the bargaining unit member.

I - EXAMINATION AND TESTING PROCEDURES

The City reserves the right to require all bargaining unit members to have an annual physical examination by a doctor of the City's choice which may include, at the City's discretion, a psychological examination and drug and controlled substance testing. One of the purposes of the said physical examination is to determine the use and/or abuse of controlled drugs and substances. In addition, the City reserves the right, at any time, to request any bargaining unit member to take a drug and/or controlled substance test and/or psychological examination with a showing of reasonable suspicion.

Any bargaining unit member assigned to the Special Investigations Division or to any unit whose primary responsibilities include narcotics investigation or suppression, or any unit responsible for the storage of narcotics either as evidence or as a training aid where the bargaining unit member has access to those narcotics shall submit to testing on a random basis annually. A scientifically valid and impartial random selection procedure shall be developed and implemented by the City.

II - DRUGS AND CONTROLLED SUBSTANCES TESTING POLICIES AND PROCEDURES

All policies, procedures, and disciplinary actions concerning drug and alcohol testing shall be in compliance with applicable federal law, Florida Statutes, and Florida Administrative Code.

Bargaining unit employees acknowledge that the City's Substance Abuse Policy adopted by Ordinance (91-9) is incorporated herein by this reference.

III- PHYSICAL FITNESS AND WEIGHT-CONTROL PROGRAM

The City reserves the right to establish and to require bargaining unit members to participate in a physical fitness and weight-control program. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of such plan.

ARTICLE 12
WAGES

City Proposal ~~9-9-15 9-30-15 10-1-15~~ **1-19-16**

Section 1: All salary increases shall be based solely on merit except for the below described step adjustment. Bargaining unit members shall receive a written evaluation prior to their anniversary date of employment or promotion.

Performance that is fair or unsatisfactory must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

~~Section 2:~~

~~A. Effective October 1, 2013, or the date the contract is ratified by the bargaining unit, whichever is later, the step salary plan for the position of Lieutenant will be as follows:~~

	~~**FY 2013-2014 Annual**~~
~~STEP ONE~~	~~$89,522.64~~
~~STEP TWO~~	~~$92,208.33~~
~~STEP THREE~~	~~$94,974.58~~
~~STEP FOUR~~	~~$97,823.81~~
~~STEP FIVE~~	~~$100,758.53~~
~~STEP SIX~~	~~$103,781.28~~
~~STEP SEVEN~~	~~$106,894.73~~

~~During fiscal year 2013-2014, bargaining unit members shall advance to the next step on their anniversary date or the date of union ratification whichever is later.~~

~~B. Effective October 1, 2014, the step salary plan for the position of Lieutenant will be as follows:~~

	~~**FY 2014-2015 Annual**~~
~~STEP ONE~~	~~$90,238.83~~
~~STEP TWO~~	~~$92,945.99~~
~~STEP THREE~~	~~$95,734.38~~
~~STEP FOUR~~	~~$98,606.40~~
~~STEP FIVE~~	~~$101,564.60~~
~~STEP SIX~~	~~$104,611.53~~
~~STEP SEVEN~~	~~$107,749.88~~

~~During fiscal year 2014-2015, bargaining unit members shall advance to the next step on November 1, 2014 or their anniversary date, whichever is earlier.~~

~~In fiscal year 2013-2014, those eligible bargaining unit members who have completed a full seven years (7) of service as a Lieutenant shall receive $2,400 made payable in two separate~~

~~lump sum payments. The first payment shall be $1,800 made payable on the pay date of December 5, 2013 or the date of union ratification, whichever is later. The second payment of $600.00 will be made payable on the pay date that reflects the member's anniversary date or the date of union ratification, whichever is later.~~

~~In fiscal year 2014-2015, those eligible bargaining unit members who have completed a full seven years (7) of service as a Lieutenant shall receive $2,400 made payable on November 1, 2014 or the member's anniversary date whichever is earlier.~~

~~There shall be no other step increase or longevity increase granted after November 1, 2014.~~

~~C. See attached appendix B for a spreadsheet depicting salary changes over the life of this agreement for those employees holding the rank of Lieutenant at the time of ratification of this agreement. The appendix does not guarantee payment to any listed employee who ceases to be a bargaining unit employee at any time during the life of this Agreement. This Appendix is limited in scope insofar as it only addresses those holding the rank of Lieutenant as of the date of ratification. Future bargaining unit employees shall be compensated in accordance with subsection A or B, as applicable.~~

Section 2:

A. **Effective October 1, 2015**, the step salary plan for the position of Lieutenant will be as follows:

FY 2015-2016	
Step 1	$96,000.00
Step 2	$100,000.00
Step 3	$104,000.00
Step 4	$108,500.00

Yr. 1: Bargaining unit members move to the lowest step that allows for an increase on 10/1/15.

Bargaining unit members move one step higher on their anniversary date.

Bargaining unit members at Step 4 receive $1,800.00 longevity pay on their anniversary date during the FY.

B. **Effective October 1, 2016,** the step salary plan for the position of Lieutenant will be as follows:

FY 2016-2017	
Step 1	$96,000.00
Step 2	$100,000.00
Step 3	$105,000.00
Step 4	$109,600.00

Yr. 2: Bargaining unit members in steps 3 and 4 receive an across the board increase on 10/1/16 and members in steps 1 through 3 receive a step increase on their anniversary date.

Effective October 1, 2016, bargaining unit members at Step 4 receive $2,400 longevity pay.

C. **Effective October 1, 2017,** the step salary plan for the position of Lieutenant will be as follows:

	FY 2017-2018
Step 1	$96,000.00
Step 2	$100,000.00
Step 3	$105,000.00
Step 4	$110,000.00

Yr. 3: Bargaining unit members in step 4 receive an across the board increase on 10/1/17 and members in steps 1 through 3 receive a step increase on their anniversary date.

Effective October 1, 2017, bargaining unit members at Step 4 receive $2,400 longevity pay.

Any sergeant promoted to Lieutenant shall be brought to the current Step 1, as outlined herein.

Section 3: All annual salaries shall be computed on a forty- (40)-hour workweek (2,080 annually), and be paid bi-weekly.

~~Section 4: All bargaining unit members who are not on modified duty, while assigned fulltime to the Criminal Investigations Division, Special Investigations Division, Professional Standards, or as an administrative lieutenant shall receive an additional fifteen dollars ($15.00) per day compensation to a maximum of seventy five dollars ($75.00) per work week.~~

Section 4 5: ~~Shift Differential Pay. Lieutenants assigned to the entire first shift (also known as the Midnight shift, 2200 - 0800 hours) shall receive an additional fifteen dollars ($15.00) per day compensation to a maximum of seventy five dollars ($75.00) per work week.~~ 1 ~~granted incentive pay in accord with these~~ provisions are granted incentive pay. Incentive pay is provided only when the degree ~~or Educational Program~~ is relevant to the employee's position and job duties. In house training does not qualify for incentive pay. Additionally, continuing education required to maintain certification or to maintain a license does not qualify for incentive pay.

In order to obtain incentive pay, subsequent to completing their degree ~~or Educational Program~~, a bargaining unit members must submit a letter or memorandum to the Chief of Police or his designee together with proof of their degree. ~~or completion of an Educational Program ("submission").~~ Bargaining unit members whose ~~submission and~~ degree ~~or Educational Program,~~ comport with this article will receive incentive pay per the following illustrative list:

Degree Program: Master's Degree, Doctoral Degree.

~~Educational Program: Federal Bureau of Investigation (FBI) National Academy, University of Louisville Southern Police Institute, or other similar Executive Level Law Enforcement Educational Program.~~

Incentive pay shall be issued as a one-time lump sum payment as follows: $3,000 for Degree Program completion. ~~and $1,500 for Educational Program completion~~. The payment of incentive pay does not affect classification dates or classification increases. Incentive pay is limited to ~~$4,500~~ $3,000 per fiscal year.

Section 5 ~~7~~: All wage and or step increases are limited to the duration of this Agreement ending September 30, 2018 ~~2015~~.

Section 6 ~~8~~: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Article.

ARTICLE 13
BENEFITS

City Proposal ~~9-9-15 9-30-15~~ **10-1-15**

Section 1: The following benefits are available to bargaining unit members during the life of this Agreement:

Uniforms & Equipment	$50,000 A.D. & D. Insurance
Credit Union Membership	Cancer Care Plan *
$50,000 Life Insurance	Pre-Paid Legal *
Prescription Drug Plan	Employee Assistance Programs
Vision Care Plan	Long- and Short-Term
Dental Plan	Indemnity Plans
Medical Insurance	

* Payroll deducted benefit.

Section 2: If premiums are increased or coverages are modified or withdrawn by carriers or providers, the City reserves the right to reopen this article for negotiation.

Employee Health Contributions: ~~and Co-payments~~

~~Effective December 1, 2013, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Trust Fund for the cost of health care coverage as outlined below:~~

~~Employee Contribution~~	~~Employer Contribution~~		~~Total Contribution~~			
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~43~~	~~8~~	~~497~~	~~92~~	~~540~~	~~100~~
~~Emp.& Spouse~~	~~219~~	~~14~~	~~1,348~~	~~86~~	~~1,597~~	~~100~~
~~Emp.& Children~~	~~149~~	~~14~~	~~913~~	~~86~~	~~1,062~~	~~100~~
~~Emp.& Family~~	~~260~~	~~14~~	~~1595~~	~~86~~	~~1,855~~	~~100~~

~~Effective October 1, 2014, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Trust Fund for the cost of health care coverage as outlined below:~~

~~Employee Contribution~~	~~Employer Contribution~~		~~Total Contribution~~			
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~45~~	~~8~~	~~522~~	~~92~~	~~567~~	~~100~~
~~Emp.& Spouse~~	~~247~~	~~15~~	~~1,399~~	~~85~~	~~1,646~~	~~100~~
~~Emp.& Children~~	~~167~~	~~15~~	~~947~~	~~85~~	~~1,114~~	~~100~~
~~Emp.& Family~~	~~292~~	~~15~~	~~1655~~	~~85~~	~~1,947~~	~~100~~

The co-pay for covered physician visits shall be $20 per visit for Primary Care physicians and

$40 per visit for Specialist physicians. A Co-pay for an emergency room visit shall be $50 per visit. The cost for covered prescriptions shall be $10 per generic prescription, $30 per preferred brand name prescription, and $50 for non-preferred brand name prescription. Mail order prescriptions (90-day supply) shall be $20 per covered generic prescription, $40 per covered preferred brand name prescriptions, and $60 for non-preferred brand name prescription.

A bargaining unit member is subject to a $300 Calendar Year Deductible.

Effective October 1, 2015, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Trust Fund for the cost of health care coverage as outlined below:

EMPLOYEE/EMPLOYER CONTRIBUTION-MONTHLY
FY 2015-2016

	Employee		Employer	
	%	$	%	$
Single	8%	47.00	92%	537.00
Emp. & Spouse	15%	254.00	85%	1,441.00
Emp. & Children	15%	172.00	85%	976.00
Emp. & Family	15%	301.00	85%	1,705.00

Effective October 1, 2015, all bargaining unit members will pay retro to 10/1/2015 for the employee contribution to the health insurance.

Effective October 1, 2016, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below:

EMPLOYEE CONTRIBUTION – MONTHLY
FY 2016-2017

Tier	%	Medical	Dental	Vision	Total
Single	8%	44.18	2.35	.47	47.00
Emp. & Sp.	16%	346.86	18.45	3.69	369.00
Emp. $ Ch.	16%	196.46	10.45	2.09	209.00
Emp. & Fam.	16%	349.68	18.60	3.72	372.00

EMPLOYEER CONTRIBUTION – MONTHLY
FY 2016-2017

Tier	%	Medical	Dental	Vision	Total
Single	92%	512.30	27.25	5.45	545.00
Emp. & Sp.	84%	1,818.90	96.75	19.35	1,935.00
Emp. $ Ch.	84%	1,029.30	54.75	10.95	1,095.00
Emp. & Fam.	84%	1,833.94	97.55	19.51	1,951.00

Effective October 1, 2017, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below:

EMPLOYEE MEDICAL CONTRIBUTION-MONTHLY
FY 2017-2018

Tier	%	Medical	Dental	Vision	Total
Single	8%	47.94	2.55	.51	51.00
Emp. & Sp.	17%	392.92	20.90	4.18	418.00
Emp. $ Ch.	17%	222.78	11.85	2.37	237.00
Emp. & Fam.	17%	396.68	21.10	4.22	422.00

EMPLOYEER MEDICAL CONTRIBUTION-MONTHLY
FY 2017-2018

Tier	%	Medical	Dental	Vision	Total
Single	92%	547.08	29.10	5.82	582.00
Emp. & Sp.	83%	1,919.48	102.10	20.42	2,042.00
Emp. $ Ch.	83%	1,086.64	57.80	11.56	1,156.00
Emp. & Fam.	83%	1,935.46	102.95	20.59	2,059.00

Section 2.1: During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a lower health care contribution amount for the same health care plan as this unit, that lower contribution amount will be granted to the members of this bargaining unit.

Section 2.2: During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a different health care plan with different contribution amounts, that same plan and contribution amounts will be offered to the members of this bargaining unit.

Section 3: Health Insurance Rebate Program

Since the total contributions for the health insurance plan, as identified in Section 1 ~~2~~ above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City agrees to establish a rebate program for situations when the actual annual fund expenses are less than the projected expenses. There will be no increase in employee or city contributions required in the event actual expenses are greater than budgeted. This rebate program should encourage employees to stay as healthy as possible and thereby keep health costs down.

The rebate will be calculated annually in the same manner as previously. ~~by comparing budgeted expenditures in the Medical Insurance Fund (#605) as identified in the annual City budget adopted each September for the ensuing fiscal year (Original Budget) with actual~~

~~expenses as identified in the end of the year (September 30) financial statements for the fund. The budgeted expenses for Fiscal Year 2013-2014 are $14,891,425. If annual expenses are less than budgeted expenses, employees and the City shall receive proportionate share rebates based on the number of employees in each plan, the plan that an employee has selected and the employee/City percentage split of contribution for that year.~~

~~The spreadsheet identified as Appendix C of this contract provides an example of a rebate calculation. The formula used to determine the rebate for an individual employee is as follows: The overall savings in costs, as determined by the September 30th financial statements, is inserted in cell C13 of the Health Plan rebate excel spreadsheet. The set formulas will allocate this amount to the four tiers of coverage (column C). These amounts are then divided by the number of employee contracts / participants (column D) to show the savings per participant per tier of coverage (column E). That figure is then split by the funding ratios for the Employee and City as set by this contract.~~

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable later than December~~. 15~~ following the end of the fiscal year.~~ with the first rebate to be distributed, if applicable, by December 15, 2014.~~

Section 4: The City shall reimburse bargaining unit members to a maximum of $850.00 for the purchase of body armor. Body armor shall be replaced in accordance with the manufacturer's specifications.

Section 5: The City agrees to continue to pay the applicable employer portion of the bargaining unit members' health insurance benefit ~~contributions~~ costs if the bargaining unit member receives a line-of-duty disability pension from the Police 185 Pension Board, pursuant to 185.34 FS. If a bargaining unit member is not a member of the Police 185 Pension Plan, then that bargaining unit member will be eligible for this benefit only if declared permanently and totally disabled by a Judge of Workers Compensation claims. The City reserves the right to have any bargaining unit member applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member is killed in the line of duty, the spouse and dependents will not be required to pay the employee's elected monthly contribution for medical, dental and/or vision insurance for a period of two (2) years following the death of the employee. After two (2) years from the death of the employee, ~~City shall continue to provide the to~~ the employee's spouse and dependent children, will continue to pay the employee's elected portion of the health insurance costs at the rates set by the City annually, and in ~~who in~~ accordance with applicable state and federal law.

Section 6: Bargaining unit members shall receive an annual allowance of one hundred fifteen ($115) dollars for the purchase of shoes, pursuant to Police Department General Guideline specifications. Payment of this amount shall be processed in the second pay period of the fiscal year.

Section 7: Bargaining unit members assigned full-time to the Criminal Investigations Division (C.I.D.), Special Investigations Division, Professional Standards Division, shall receive a monthly clothing allowance of sixty dollars ($60.00) per month, while assigned.

Section 8: Bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 6 shall receive twenty dollars ($20.00) per pay period for uniform cleaning and maintenance.

Section 9: Annual Leave. Bargaining unit members shall accrue and be charged annual leave pursuant to Article 9.

Section 10: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Agreement.

Section 11:

A. Effective upon the ratification date of this collective bargaining agreement, any unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes is:

1) Maliciously or intentionally injured; or
2) Injured during department approved and supervised training; or
3) Injured while responding to an unlawful act perpetrated by another; or
4) Injured while engaging in a law enforcement activity to be defined as within on-duty routine patrol procedures and on-duty criminal investigations conducted within departmental guidelines and Florida Statutes.

and thereby sustains a job related injury or illness as deemed compensable under Chapter 440, shall be entitled to full-pay status, if said injury or illness results in lost time, for a maximum of twelve (12) months from the date of injury. An extension of up to an additional six (6) months may be granted with the approval of the City Manager. The member is not required to use sick, vacation, or other leave.

B. The granting of leave in accordance with this section shall require the submission of a medical report to the City's Risk Management department. The report shall provide a current diagnosis of the member's injury, recovery, and ability to return to work.

C. When a member is on leave pursuant to this section, any worker's compensation payments received from the insurance carrier shall be immediately remitted to the City. The member shall receive 100% of his wages (full pay) directly from the City.

D. An employee, while on disability leave pursuant to this section, shall not be eligible to earn or accrue leave benefits after thirty (30) days.

Section ~~11~~ 12: Payment of Benefits for a Work-Related Death. In the event a Lieutenant suffers a work-related death, 100% of all eligible accrued leave benefits (sick time, ~~compensatory time~~, and vacation) at the time of the Lieutenant's work-related death will be paid to the Lieutenant's beneficiary, surviving spouse, or estate, as determined by law or by the executed forms in the Lieutenant's personnel file.

ARTICLE 14

City Proposal ~~9-9-15 9-30-15~~ 10-13-15

RETIREMENT PLANS

Section 1: ~~During the life of this Agreement~~, the City agrees to provide bargaining unit members with a pension plan contribution of a minimum of 10.5% of their gross taxable wages, except as limited in Section 6. ~~pursuant to FS 185 and Ordinance 13-49, as may from time to time, being amended.~~

Section 2:

~~a. Bargaining unit members participating in the Police Officers' Retirement Trust Fund must direct their 10.5% City contribution to the Fund, consistent with Ordinance 13-49.~~

~~b.~~ a. Bargaining unit members who are not enrolled in the Police Officers Retirement Trust Fund (185 Plan) may apportion their 10.5% City contribution to the ICMA 401A, and/or Prudential Pension Plan.

~~c.~~ b. Bargaining unit members participating in the Prudential Pension Plan may continue their participation until the City terminates this Plan, ~~at which time Section 2.a. shall be applicable~~. A bargaining unit member who is not currently participating in the Prudential Pension Plan may not direct his contributions to this Plan

Section 3: For members who retire on or after October 1, 2015, ~~The~~ the benefit rate for eligible distributees shall be ~~three and nine hundredths percent (3.09%).~~ Three and twenty-seven hundredths percent (3.27%). All funds in the "Excess State Monies Reserve" shall be used to fund this benefit enhancement for the term of this Agreement. All funds from the State of Florida Insurance Premium taxes from October 1, 2015 shall be available to the City to fund the City share of the pension plan and shall not be available for future benefit enhancements. In the event the State of Florida Insurance Premium tax model is substantially changed causing a reduction in the funds available to the City, the parties agree to open bargaining to address the shortfall.

~~Section 4: This article may be reopened for benefit enhancement, upon mutual agreement by both parties.~~

Section ~~4~~ 5: ~~5~~: Bargaining unit members were previously offered ~~shall be granted~~ a one-time option to opt-in the 185 Plan, subject to the applicable requirements outlined by the police ~~provided it occurs in accordance with the requirements of the~~ pension board.

Section ~~5~~ 6: ~~6~~: Effective May 6, 2013, no sick leave or annual leave accrued thereafter shall be included in the calculation of pensionable earnings.

Section 6 ~~7~~: The parties agree that the last-in, first out (LIFO) method will be utilized with respect to the usage of sick leave and annual leave after the ratification of this Agreement. Therefore, employees who use leave time accrued after the ratification of this Agreement shall be debited from these post-ratification accruals provided the employee has sufficient leave. In the event an employee has insufficient post-ratification accruals and, therefore, must use pre-ratification accruals, he/she may replenish the utilized pre-ratification accruals.

Section 7 ~~8~~: For pensionable earnings calculations, the pre-ratification sick leave and annual leave value shall be based on the rate of pay as of the date of retirement.

ARTICLE 15
SICK TIME

TA 9/9/2015

City Proposal 9-9-15

Section 1: All bargaining unit members shall receive 96 hours ~~twelve (12) days~~ paid sick time ~~(96 hours)~~ on their classification date each year. Unused sick time may be carried over from year-to-year. There will be no limit on the amount of sick time a bargaining unit member may accrue.

Bargaining unit members may also receive donated sick time from bargaining and non-bargaining unit employees employed with the City for more than five (5) years. A bargaining unit member may only receive a maximum of twenty-four (24) hours per non-bargaining unit donor within a twelve (12) month period. However, a bargaining unit member may receive a maximum of forty (40) hours per bargaining unit donor within a 12-month period. The donated sick time may only be used for a serious health condition that makes the member unable to perform the essential functions of the job (i.e., FMLA-related absences).

Section 2: Sick Leave may be granted for the following purposes:

A: Non-work related injuries and illnesses

B: Medical, dental, optical, or chiropractic examination or treatment.

C: Pregnancy

D: Exposure to a contagious disease which would endanger others.

E: Qualifying Family and Medical Leave Act (FMLA) absences.

All absences of more than three (3) days or shifts may require verification of illness or disability from a physician prior to or upon return to duty, unless such time is on a weekend or a holiday period; then the bargaining unit member may obtain such notification on the second day back to work.

Section 3: The City, at the City's expense, reserves the right to have bargaining unit members examined by physicians to determine mental and/or physical fitness for duty. Bargaining unit members found physically or mentally unfit for duty shall be placed on a Leave of Absence, or have their job duties modified, or be separated from the employment of the City, depending upon the individual circumstances. Accrued paid leave benefits may be used. Bargaining Unit Members also reserve the right to have an independent examination conducted at their own expense. In the event the employee's physician(s) does not concur with the determination of the City's physician, a third independent physician(s), agreed by both parties,

will conduct a separate examination. The independent examination will be conducted at the City's expense and the parties must abide by the independent physicians' professional recommendation.

Section 4: If a bargaining unit member does not use any sick time in the twelve (12) month period from anniversary date to anniversary date, the bargaining unit member shall receive as an incentive eight (8) hours of vacation time, immediately following his/her anniversary date of employment.

Section 5: All bargaining unit members may be compensated for accrued, unused sick time hours based upon the following schedule:

Years of Employment	**Paid Percentage**
5 - 9	50%
10 - 14	60%
15 - 19	75%
20+	100%

Payments shall be made only when a bargaining unit member separates from City employment in good standing, and shall be limited to a maximum of 1,040 hours. Upon involuntary termination from the City, all sick leave, current and accumulated, will be forfeited by the member.

Additional sick time benefits are provided under the City's Health Insurance Plan. This benefit pays an eligible member sixty (60%) percent of his/her average weekly earnings during periods of sickness and disability. An employee may use the benefits provided under this plan to supplement his/her accrued sick leave. In no case shall an employee receive more than one hundred (100%) percent of his/her gross salary during periods of illness or disability.

The City reserves the right to require proof of illness or disability and to have employees submit to physical or psychological examinations.

ARTICLE 16
PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

~~TA 9-30-15~~
City Proposal 9-9-15

Section 1: All bargaining unit members shall receive written evaluations from their immediate supervisor annually. (Appendix ~~E~~ B). Promoted bargaining unit members shall serve a probationary period of one (1) year from the date of promotion. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police, or his designee, based on a performance deficiency. The probationary employee must be advised of the deficiency at least 90-days prior to the end of probation. If the deficiency is identified less than 90-days prior to the end of probation, notice will be provided immediately.

Section 2: All bargaining unit members will be evaluated on their job performance only and shall be expected to meet performance standards as defined for their position.

Section 3: Performance that does not meet standards must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

Section 4: Non-probationary bargaining unit members who do not meet all performance standards and are denied a wage increase may request a review of the evaluation by a Police Department official of the next rank above the reviewer. The evaluation may be modified by this reviewer or by a higher Police Department authority.

Section 5: A bargaining unit member who fails to meet standards on his annual evaluation and is denied a merit increase has the right to grieve this action, pursuant to the Grievance procedure contained in this Agreement or the City's Personnel Rules and Regulations.

Section 6: During the probationary period, or the extension of probation, a Lieutenant may be demoted to his/her previous rank for failure to meet expectations. This action is grievable up to step III, but shall not be subject to arbitration.

Section 7: The parties agree to establish a joint committee comprised of the Chief of Police or his designee, the Human Resource Director or his designee, and two members of the union to discuss the current performance evaluation system and forms and to make recommendations to modify both. Any recommended changes must be approved through an MOU signed by both parties.

ARTICLE 17
PROMOTION

TA 9/9/2015

City Proposal 9-9-15

Section 1: All sworn personnel who have held the rank of Sergeant continuously for a minimum of three (3) years prior to the date of the promotional examination shall be eligible for promotion to Lieutenant.

Section 2: Promotional candidates must possess a Bachelors Degree from any college/university accredited by any accrediting association recognized by the Florida Department of Law Enforcement, Criminal Justice Standards and Training Commission prior to examination. Promotional candidates must have successfully completed a mid-management course meeting a FDLE/CJSTC approved training curriculum prior to examination. Promotional candidates must have had no unfavorable evaluations over the past two years.

Section 3: Promotion shall be on a competitive basis. The date and criteria for promotion shall be posted a minimum of ninety (90) days prior to the examination date.

Section 4: The Association may have one (1) observer present during any part of the examination process. The observer shall not interfere with the examination(s).

Section 5: All scores shall remain confidential until the examination process is concluded.

Section 6: Upon completion of the examination(s) portion of any promotional process, all candidates' scores shall be posted by the Human Resources Department, in descending rank order. The last four digits of the Social Security number shall be used for identification purposes. Tie scores shall be resolved on the basis of seniority; bargaining unit members with greater seniority will be ranked ahead of bargaining unit members with lesser seniority. Seniority shall be determined by time in rank or, if still tied, Agency seniority shall be the tiebreaker.

This posting shall be provided to the Chief of Police with each candidate identified by name. The career evaluation and interview portion (if required by the Chief of Police) of the promotional process will be completed, tabulated with the examination(s) portion, and a final ranked list will be produced by the Chief of Police or designee.

Section 7: The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration of all questions and materials used during promotion examinations.

Section 8: All other considerations for promotion shall be in compliance with the City's Personnel Rules and Regulations, the City Charter, and the City Code of Ordinances.

Section 9: The results of all promotional examinations shall be valid for eighteen (18) months from the date of certification.

Section 10: The Chief of Police may, at his discretion, conduct an interview with all candidates or only a select number of the top candidates at the end of all other portions of the process meeting the above criteria. During the interview, the Chief of Police shall have the opportunity to evaluate the candidate's total law enforcement experience, supervisory experience, managerial experience, education and training, and employment record with the department. The Chief of Police may elect to have a simulation exercise(s) or other method of examination administered, provided such election is documented in the promotional process announcement. Command Staff will have the opportunity to provide input regarding each candidate being considered. The Chief of Police will select one candidate for promotion for each vacancy as budgetary considerations allow. The selected candidate(s)' information will then be forwarded to the City Manager for documentation of vacancy filling.

Section 11: Any sergeant promoted to Lieutenant shall be brought to the current Step 1, as outlined in Article 12, Section 2.

ARTICLE 18
SENIORITY

TA 9/9/2015

City Proposal 9-9-15

Section 1: The City and bargaining unit agrees that seniority shall consist of continuous, full-time, accumulated paid service as a Police Lieutenant.

Section 2: In the event that a bargaining unit member terminates employment as a Lieutenant, that bargaining unit member's seniority will cease. However, seniority shall accumulate during leaves of absence due to injury, illness, vacation, military or any other leave authorized and approved by the City. Any bargaining unit member who elects to take an authorized leave-of-absence for up to 180 days shall maintain his seniority.

Section 3: Vacation periods for each calendar year shall be drawn by bargaining unit members on the basis of seniority. When conflicts arise in scheduling vacation leaves, the bargaining unit member with the greatest seniority shall be given first consideration. No vacation request scheduling conflicts shall exist between bargaining unit members when assigned to separate divisions within the police department.

Section 4: Requests from two (2) or more bargaining unit members with the same seniority date, under the provisions of this Agreement, shall be considered non-determinative, and all decisions regarding these requests shall be at the discretion of the Chief of Police or his designee.

Section 5: During reduction-in-force situations, bargaining unit employees who are military veterans entitled to a retention preference, as provided for in Chapter 295, Florida statutes, shall have one (1) year added to their accumulated paid service for every year of active duty during a qualifying wartime, military campaign or expedition period. Partial year service shall be calculated accordingly. The Florida Department of Veterans' Affairs (DVA) shall serve as the arbiter with respect to determining qualifying active duty. In such cases, all DVA correspondence shall be copied to the Association.

ARTICLE 19
SAFETY

TA 9/9/2015
City Proposal 9-9-15

Section 1: The City will provide employees with a safe working environment. However, both the City and the Association recognize the inherent dangers associated with law enforcement.

Section 2: Any established City Safety Committee shall request the participation of an Association Representative.

Section 3: The City Safety Committee shall not have the jurisdiction to review any accidents involving a Code 3, swift response and/or hot pursuit. Nothing shall preclude the Chief of Police or his designee from conducting accident investigations.

Section 4: No bargaining unit member shall be required to work more than twelve (12) consecutive hours, unless agreed to by the bargaining unit member, or shall volunteer for additional overtime hours, if either results in the bargaining unit member not receiving eight (8) hours of off-duty time, except during a civil emergency. It shall be the responsibility of the bargaining unit member to inform his/her supervisor of any required training and/or court appearances that are scheduled within eight (8) hours of the completion of any shift.

Section 5: No bargaining unit member shall be permitted to work more than sixteen (16) hours, including off-duty details, or two (2) shifts, in a twenty-four (24) hour period without the approval of Assistant Chief or above, except in a civil emergency or exigent circumstances.

ARTICLE 20
INTERNAL INVESTIGATIONS

TA 9/9/2015
City Proposal 9-9-15

The parties recognize that from time to time the City must investigate allegations made against bargaining unit members covered by this Agreement. In order to fully investigate these allegations, the City agrees that it shall follow Section 112, Part VI (112.531-112.535) Florida Statutes, including any amendments thereto.

ARTICLE 21
LAYOFF AND RECALL

City Proposal ~~9-9-15~~ **1-19-16**

Section 1: Bargaining unit members shall be subject to reduction-in-force and recall on the basis of seniority in their classification with the Police Department.

Section 2: Bargaining unit members, subject to a reduction- in-force may be offered, if qualified, other positions in the Police Department or in the City.

Section 3: Bargaining unit members affected by a reduction-in-force shall be offered re-employment with the Police Department according to their seniority in their classification prior to a reduction-in-force.

Section 4: Seniority lists shall be established for each class or position affected by a reduction-in-force. All bargaining unit members shall be placed on a seniority list according to the number of consecutive years' service with the Police Department as a Lieutenant.

Section 5: Any bargaining unit member, who refuses a recall for any reason, will have his name stricken from said list and will have no further right to recall.

Section 6: In the event that there is a reduction in rank of a bargaining unit member through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the bargaining unit member reduced in rank shall assume the rank of a police sergeant in the Police Sergeants' Bargaining Unit. The police sergeant will maintain the same seniority in the Police Sergeants' Bargaining Unit held prior to promotion to Lieutenant, but shall be slotted into the step pay plan including all years (including years served as a lieutenant) of service. A bargaining unit member who assumes the rank of sergeant shall receive a decrease in pay of 10% or the highest pay rate detailed in the sergeants' step pay plan (i.e., the final step), whichever is greater.

Section 7: In the event that there is a reduction in rank above the rank of Lieutenant through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the former bargaining unit member reduced in rank shall assume the rank of the Lieutenant so long as such appointment does not cause a current Lieutenant to be separated from employment with the Police Department. Any former bargaining unit member reduced in rank to Lieutenant shall retain all years of seniority as a sworn law enforcement officer held prior to the demotion. If a Lieutenant is bumped as a result of this section, that Lieutenant must be the first employee promoted back to Lieutenant. The said Lieutenant will not have to retest or Interview.

ARTICLE 22
DISCIPLINE

City Proposal ~~9-9-15 9-30-15~~ **1-19-16**

Section 1: A bargaining unit member may not be disciplined or discharged without just cause. The purpose of a disciplinary meeting or investigation shall be explained to the bargaining unit member at the beginning of the meeting or investigation.

A bargaining unit member may have no more than two (2) representative(s) present during any disciplinary investigation. A bargaining unit member may elect such representation during such disciplinary investigation or meeting when the subject of the meeting or investigation involves alleged misconduct, or when the suspension or dismissal of the bargaining unit member is being considered.

Newly promoted probationary bargaining unit members may be demoted to the classification that they were promoted from for failure to meet standards. Bargaining unit members demoted for failure to meet standards shall have the right to grieve such demotion under the grievance procedure of this Agreement, or the City's Personnel Rules and Regulations.

Section 2: Types of Disciplinary Actions:

- Written reprimand
- Suspension without pay (Note: forfeiture of up to forty (40) hours of accrued vacation leave and/or compensatory time may be substituted upon mutual agreement of the parties.)
- Demotion
- Dismissal

Section 3: All bargaining unit members shall have the right to sign and respond to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file.

Section 4: Written Reprimands will be considered expired if the bargaining unit member receives no further discipline two (2) years from date of issuance.

Section 5: A voluntary alternative disciplinary process, referenced to above as the Corrective Diversion Process (CDP) may be extended to bargaining unit members who meet established criteria. Appendix [C] outlines the terms and conditions of the CDP.

Section 6: Dismissals, demotions, written reprimands and suspensions without pay shall become effective ten (10) days after the pre determination hearing, unless the bargaining unit member is participating in the CDP. The member's participation in the CDP requires the serving of discipline to occur the next work day following the member's acceptance into the process.

ARTICLE 23
GRIEVANCE PROCEDURE

TA 9/9/2015

City Proposal 9-9-15

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the bargaining unit members. A Bargaining unit member's complaint should be resolved at the first level of supervision with the authority to adjust the grievance.

Section 1: Definitions and Clarifying Statements

1.1 A "grievance" is defined as a dispute or disagreement involving the interpretation, the application, or alleged violation of any article of this Agreement.

1.2 The grievance procedure set forth in either this Agreement or the City's Personnel Rules and Regulations shall be the exclusive remedy for employees to resolve any dispute(s) concerning the terms and conditions of their employment. An employee shall, upon submission of a grievance at Step I, disclose in writing which grievance procedure he/she is pursuing. Under no circumstances shall the employee or Association be permitted to change the grievance procedure under which the initial grievance was filed, or to file the same grievance under both procedures, or to file the same grievance utilizing a second grievance procedure.

1.3 If an employee decides not to be represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement.

1.4 When an employee has elected Association representation, the employee and the Representative shall be notified of any scheduled Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the employee and the Association.

1.5 As used in this Article, the term "employee" shall also mean a group of employees having the same grievance. In such event, the Association representative shall be designated to act as spokesperson and be responsible for processing this grievance. The Association will not process a grievance on behalf of an employee without that employee's consent.

1.6 The term "days" as used in this Article shall mean calendar days.

Section 2: Grievance Procedures

Grievances shall be presented and adjusted in the following manner:

2.1: It is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

2.2: Every effort will be made by the parties to settle any grievances as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned. The above-mentioned time frames may be extended by mutual agreement. The City or Association may request and mutually agree that any of the steps contained within this procedure may be waived in order to resolve a grievance as expeditiously as possible.

2.3: Grievances shall be presented in writing on a prescribed form (Appendix ~~F~~ D) in the following manner:

Step I: The employee shall first present his grievance in writing to the Assistant Chief of Police ~~his Division commander~~ within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) days period shall commence running immediately upon the employee's return from such compensated leave. The Assistant Chief of Police ~~Division commander~~ shall within ten (10) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (a) Any grievance not satisfactorily settled at Step I will be taken up with the Chief of Police ~~or his designee~~ within ten (10) days from the date the Assistant Chief of Police ~~Division commander~~ has rendered his decision. This grievance shall be in writing and a copy of the original written grievance must be attached. The Chief shall within ten (10) render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (b) Where a grievance is general in nature, in that it applies to a number of employees, rather than a single employee, or if the grievance is directly between the ~~PBA~~ IUPA and the City, such grievance shall be presented by the Association's representative in writing directly to the Chief of Police, within ten (10) days of the Association's representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. Any such grievance shall be limited to the express term of this Agreement. For purposes of this section the Association's

representative is the executive director of the Association or any of the representatives designated by the Association pursuant to Article 5, Section 4 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager or his designee within ten (10) days from the date the Chief of Police has rendered his decision. The designee selected by the City Manager shall not be a police department employee. This grievance shall be in writing and a copy of the original written grievance must be attached. The City Manager shall within ten (10) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

It shall be the responsibility of the employee or Association to present the written grievance at each step. If the grievance is not brought to the next step by the employee within the stated time limits, the grievance shall be considered conclusively abandoned.

Any remedy resulting from a grievance shall be limited to the express term of this Agreement, that is, October 1, 2015 ~~2012~~ through September 30, 2018 ~~2015~~.

ARTICLE 24
ARBITRATION PROCEDURE

TA 9/9/2015

City Proposal 9-9-15

Section 1: Definitions and Clarifying Statements:

In the event an arbitrable grievance processed through the grievance procedure has not been resolved in Step III, the Association may submit the grievance twenty (20) days after the City Manager or his designee renders a written decision on the grievance. Within these 20 days, the Association shall request that the Federal Mediation and Conciliation Services (FMCS) provide a panel of seven (7) names. A copy of the request to the FMCS shall be simultaneously provided to the City. The request to the FMCS must be submitted prior to the expiration of the twenty-day period.

From the panel of seven names, the Association shall strike first. The next five names shall be stricken in alternating fashion, leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. In lieu of striking names, the parties may mutually agree to an arbitrator from the list of seven (7) names provided by the Federal Mediation and Conciliation Service. This process shall be completed within fifteen (15) calendar days of receipt of the panel. Upon mutual agreement, either party may strike an entire panel.

In the event a dispute exists with respect to the arbitrability of the grievance submitted to arbitration, the City and the Association agree to request from the FMCS a second panel of seven (7) names within the aforementioned twenty (20) day period. Using the striking procedure detailed herein, the parties agree to select an arbitrator within five (5) calendar days of receipt of the panel. The parties agree that the matter of arbitrability be submitted to the arbitrator, and that it be heard and resolved by the arbitrator within forty-five (45) calendar days, if possible.

Section 2: Procedures:

2.1: The City and the Association shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated and a list of each party's witnesses prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance and/or witness lists to be submitted to the arbitrator, each party shall accept service of witness subpoenas. The arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step III of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the National Rules for the Resolution of Employment Disputes promulgated by the American Arbitration Association.

2.2: Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The impartial arbitrator's fees and related expenses shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.3: Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

2.4: Consistent with the provisions of the Florida Public Employee Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement as agreed upon by the parties. Any such award that contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

Section 3: Alternative Dispute Resolution

In recognition of the parties' commitment to reconcile their differences in the least adversarial manner possible and at the lowest possible organizational level, the City and the Association may agree to participate in mediation, in-lieu-of the grievance and arbitration procedures.

During the life of this Agreement, the parties agree to experiment with alternative dispute resolution in mutually acceptable cases.

ARTICLE 25
SAVINGS CLAUSE

~~TA 9/9/2015~~

~~City Proposal 9-9-15~~

If any article, portion, provision, term or condition or section of this Agreement is found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial or administrative authority, all other articles, portions, provisions, terms or conditions and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within thirty (30) days thereafter after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, portion, provision, term or condition or section of this Agreement to bargain, if necessary, concerning that the article, portion, provision, term or condition or section found to be invalid, illegal or not enforceable unenforceable. The failure to reach any agreement shall have no effect on the other articles, portions, provisions, terms or condition or sections of this agreement, which shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26
SERVICE TO THE ASSOCIATION

TA 9/9/2015

City Proposal 9-9-15

The City agrees to furnish one (1) copy of the following documents to the Association, at no cost, upon request:

A. Current Final Budget
B. Current Personnel Rules and Regulations
C. Current Police Procedures Manual
D. Current Safety Manual
E. Current City Substance Abuse Policy
F. Current Education and Tuition Reimbursement Policy
G. Current Comprehensive Emergency Operations Plan
H. Current list of all eligible bargaining unit members with name, date of birth and rate of pay.

ARTICLE 27
OTHER AUTHORIZED LEAVES-OF-ABSENCE
City Proposal ~~9-9-15 10-1-15~~ **1-19-16**

In addition to Annual and Sick Leave, eligible bargaining unit members are entitled to, or may be subjected to, the following leaves of absence.

Section 1: Personal Leave Days.

All Lieutenants shall receive three (3) compensated personal leave days on their classification date each year without deduction from any other accrued leave benefit. Paid personal leave days shall not be carried over from year to year. Personal days are not compensated upon separation from City employment.

Section 2: Compensatory Time.

All bargaining unit members will receive forty (40) hours compensatory time on their classification date each year. Bargaining unit members may not utilize more than forty (40) compensatory hours in any twelve (12) month period, commencing on their classification date, and ending on the day prior to the classification date of the following year. Compensatory time may not be accumulated or banked. Any unused compensatory time held on the day prior to the classification date of the following year shall be forfeited. Additionally, upon separation from employment with the City for any reason, employees are not entitled to and will not receive payment for any unused compensatory time balance.

Requests for use of compensatory time will be submitted to the appropriate Assistant Chief seventy-two (72) hours in advance of the requested time off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72). Compensatory time will be charged in eight (8) or ten (10) hour minimum increments. When multiple requests are submitted, seniority will apply.

Section 3: Military. All bargaining unit members called to active military duty or to military training exercises under Chapter 115, Florida Statutes, shall be paid their salary for the first 30 days or 240 hours of such service in any one annual period, respectively.

If the employee's leave for active military duty extends beyond 30 days, the bargaining unit member shall be paid the difference between the member's military wages and City wages such that he receives the equivalent of his base salary (i.e., made whole).

Section 4: Bereavement. Employees shall be granted a maximum of up to five (5) days Bereavement Leave in any twelve-month period for deaths in their immediate family,

without charge to any other accrued leave time.

Immediate Family includes: spouse, children, parent, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchildren, aunt, uncle, or legal guardian. Proof of death, as well as proof of familial relationship, is required to receive bereavement leave credit. In the event sufficient proof is not submitted, annual leave shall be charged.

Section 5: FMLA. In accordance with federal regulations, bargaining unit members may be granted job-protected leave for the following purposes:

A) Birth and care of a newborn child
B) Placement with employee of adopted or foster child
C) Care for spouse, son, daughter, or parent
D) Medical leave when employee is unable to work
E) Qualifying Military Exigency Leave
F) Military Caregiver Leave

Section 6: Jury Duty. Bargaining unit member shall be compensated when subpoenaed to Court as a juror; or a witness in non-City related matter, when that matter requires the member to be absent for less than one (1) day. In order to receive compensation, a copy of the subpoena must be presented by the member to his immediate supervisor. Any remuneration paid by the Court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City.

Section 7: Unpaid Personal Leave. Unpaid personal leave may be granted for reasons not covered under FMLA. The Chief of Police may reject or limit requests for Unpaid Personal Leave. No Unpaid Personal Leave shall be granted beyond 180 days in any twelve-month period, without the approval of the Chief of Police and City Manager.

Section 8: Administrative Leave. The City Manager or Chief of Police may place a bargaining unit employee on administrative leave for an arrest charging a violation of Florida or federal criminal law involving egregious conduct. Administrative leave shall be limited to 180 days and may be paid or unpaid. Employees placed on unpaid administrative leave may use accrued vacation or compensatory leave benefits.

ARTICLE 28
DURATION

City Proposal ~~9-9-15 9-30-15~~ **1-19-16**

Section 1: All articles contained in this Agreement shall continue in full force and unchanged, except as otherwise stated herein, for a time period of three (3) years, October 1, 2015 ~~2012~~ through September 30, 2018 ~~2015~~.

Section 2: In the event either party hereto desires to negotiate a successor Agreement, said party shall serve upon the other party its written request via Certified Mail, no later than March 1, 201~~4~~. 2018.

Section 3: Upon receipt of such written request, the parties shall commence negotiations no later than thirty (30) calendar days after written requests have been received from the party desiring a successor Agreement.

Section 4: In the event that neither party requests negotiation of a successor agreement by March 1, 2018 ~~2015~~, this agreement shall automatically be continued for an additional year until September 30, 2019 ~~2016~~ with no change.

FOR THE ~~PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION INC.:~~
INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA)

_____ _____
Leo Niemczyk, President DATE
IUPA - Lieutenants

_____ _____
Scott Beck, Vice-President DATE
IUPA - Lieutenants

FOR THE CITY OF PORT ST. LUCIE:

Jeffrey A. Bremer, City Manager DATE

CITY'S NEGOTIATING TEAM:

Jerome Post, SPHR DATE
Director, Human Resources

Lara Donlon, Attorney DATE
Torcivia, Donlon, Goddeau & Ansay, P.A.

Susan Williams, PHR, SHRM-CP, CLRP DATE
Labor Relations Administrator ~~Director, Human Resources~~

Richard DelToro, Assistant Chief of Police DATE

Dave Pollard, OMB Director DATE

APPENDICES

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13F
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jerome Post, Human Resources Director

Agenda Item: Motion: Approval of a Tentative Agreement between the City of Port St. Lucie and the International Union of Police Associations, Sergeants

Submittal Date: 4/4/2016

STRATEGIC PLAN LINK: Strategic Plan Goal 1: Financially Sound City, High Performance Organization.

BACKGROUND: This union represents 35 Police Sergeants. The current contract expired on September 30, 2015. Negotiations between the City and this union began in September, 2015, and a total of 7 bargaining sessions were held. The majority of the time was spend discussing economics, in particular health care costs, wage rates and pension benefits. The agreement before the Council was ratified by the union membership on March 16, 2016.

ANALYSIS: Attached is a copy of the Agreement in legislative format along with a summary of the changes that were made listed by Article.

FINANCIAL INFORMATION: This is a 3-year agreement beginning October 1, 2015, through September 30, 2018, with no re-openers. The cost of the economic package remains within the authority granted by City Council. Included in this packet is a memo detailing the highlights of the economic package, in particular wages, health care and pension benefits.

LEGAL INFORMATION: Approved by Lara Donlon, of Torcivia, Donlon, Goddeau & Ansay, P.A.as to form.

STAFF RECOMMENDATION: The recommendation is to approve this Agreement.

SPECIAL CONSIDERATION: Linked to the approval of this Agreement is a Mutual Consent Agreement that must also be approved by the Council for the implementation of the new pension benefit. The Mutual Consent Agreement satisfies the State of Florida Retirement System with SB 172, which amended Chapters 175 and 185, Florida Statutes in 2015 and will be submitted for Council approval under separate Agenda Memorandum.

PRESENTATION INFORMATION: Jerome Post, Human Resources Director, will provide a brief presentation.

REQUESTED MEETING DATE: NA

LOCATION OF PROJECT: NA

ATTACHMENTS: 1) Memo highlighting the details of the Agreement; 2) Table: Summary of Changes Made; 3) Collective Bargaining Agreement between the City of Port St. Lucie and the International Union of Police Associations in legislative format.

RECEIVED

APR 0 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE

HUMAN RESOURCES

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A CITY FOR ALL AGES

MEMORANDUM

To: Jeff Bremer, City Manager

From: Jerome Post, SPHR, SHRM-SCP, Human Resources Director

Date: April 4, 2016

Subject: 2015-2018 COLLECTIVE BARGAINING AGREEMENT FOR INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA) "POLICE SERGEANTS"

Attached please find the tentative Collective Bargaining Agreement (CBA) spanning October 1, 2015 through September 30, 2018, reached by the City and the International Union of Police Associations (Union) representing Police Sergeants. The Union has advised that the agreement was ratified by its membership on March 16, 2015.

Economic Issues

This is a 3-year agreement beginning October 1, 2015, through September 30, 2018, with no re-openers. The cost of the economic package remains within the authority granted by City Council.

Wages
Salaries established per the following schedule:

STEP	FY 2014-2015	FY 2015-2016	FY2016-2017	FY 2017-2018
1	$71,208.00	$73,344.00	$73,931.00	$77,848.00
2	$73,344.00	$75,175.00	$76,321.00	$80,286.00
3	$75,545.00	$78,086.00	$78,711.00	$82,724.00
4	$77,811.00	$80,457.00	$81,101.00	$85,162.00
5	$80,145.00	$82,828.00	$83,491.00	$87,600.00
6	$82,548.00	$85,199.00	$85,881.00	$90,038.00
7	$85,024.00	$87,570.00	$88,271.00	-

FY 2015-16
The wage scale increases 3.0% retroactive to October 1, 2015, but employees will not receive a step increase in this year. There is no longevity payment in year 1.

FY 2016-17
The wage scale increases 0.8% effective Oct. 1, 2016, and employees advance to the next step on their anniversary date in the fiscal year. Step increases equate to 3.2% at Step 1 to 2.78% at Step 7. Those at top step receive longevity payment of $2,000 on their anniversary date.

FY 2017-18
The wage scale increases equating to 5.3% at Step 1 to 4.8% at Step 6. Step 7 is limited to 2.0% with the elimination of the step in year 3. There is no step advancement in the third year. Longevity payment of $2,000 is also paid to those already at Step 7 on their anniversary date.

Health Care
Employee contributions to health care increase each year of the contract as follows:

	Current	2015-16	2016-17	2017-18
Single	$45	$47	$47	$51
Emp. + Spouse	$247	$254	$369	$418
Emp. + Children	$167	$172	$209	$237
Family	$292	$301	$372	$422

The contribution amounts are retroactive to October 1, 2015 and reflect parity with the civilian employees in FY 2015-16. The second and third year amounts reflect the desired cost share of 16% and 17% respectively. Beginning in FY 2016-17 the health care benefit will be unbundled, allowing employees to opt out of the dental and vision coverage and pay a lower monthly amount.

Pension
Those members retiring after October 1, 2015 will receive a pension multiplier of 3.27%, increased from 3.09%. In exchange, the City will receive all the money in the Excess State Monies Reserve and all funds from the State of Florida Insurance Premium Taxes. The City's contribution to the pension fund is not expected to increase because the money received from the Excess Reserve and the state funds is expected to cover the cost of the increased multiplier per the Actuary Impact Statement dated March 24, 2016.

Per SB 172, which amended Chapters 175 and 185, Florida Statutes last year, the City and the Union are advised to also sign a Mutual Consent Agreement recognizing the direction of the State monies. This Mutual Consent Agreement will be before the Council in a separate Agenda item.

Non-Economic Issues
The parties agreed to:
Clarified the duties of the shift commander
Clarified requirement of doctor's note for absences
Establish a joint committee to revamp the performance review system and forms;
Codify the Corrective Diversion Process

Summary of Changes to Police Sergeants CBA 10/1/15 – 9/30/18

Item #	Article and Section	Topic	Change Made	Effective Date
1	Unnumbered	Recognition	Recognizes IUPA as the bargaining agent in place of PBA	Upon Ratification
2	Art. 3 Sec. 5	Association Activities	Union members involved in bargaining may request to flex their schedules to accommodate bargaining sessions. Approval may be denied in emergency situations	Upon Ratification
3	Art. 4 Sec. 4	Policy on use of GPS Systems	Housekeeping issue: Now that a policy is in place the language was changed from creating the policy to maintaining it.	Upon Ratification
4	Art. 6	Annual Leave	The entire Article was written to mirror that of the Officers and made consistent with current City policy and procedure. No changes to the benefit.	Upon Ratification
5	Art. 7 Sec. 4.1	Court Appearance	Increased time paid for court appearances from 2 to 3 hours, but limited the time for telephonic conferences to 1 hour.	10/1/16
6	Art. 7 Sec. 11	Comp Time	Housekeeping Issue: Comp time must be paid through regular payroll (not in cash)	Upon Ratification
7	Art. 9 Sec. 2	Wages	Year One: Increased the wage scale to reflect an increase equating to 3.0% across the board. No step increase. Year Two: Increased the wage scale to reflect an increase equating to 0.8% across the board. Step increases equating to 3.2% at Step 1 to 2.78% at the top steps. "Slotting" of 11 Sgts. one to two steps higher to adjust for missed steps in the earlier contracts. Year Three: Increased wage scale to reflect an increase equating to 5.3% at Step 1 to 4.8% at Step 6. Limits Step 7 to 2.0% increase with a elimination of the top step. No Step Increases.	10/1/15 10/1/16 10/1/17
8	Art. 9 Sec. 2	Longevity	Year One: No Longevity Year Two: $2,000 for those at top step Year Three: $2,000 for those at top step	
9	Art. 9 Sec. 3	Performance Evaluations	Requires performance evaluations to be completed within 90 days of anniversary date. If not, any merit increase is awarded.	Upon Ratification
10	Art. 9 Sec. 7.1	Specialty Units	Allows $1.00/hr additional pay for Traffic Homicide Investigations, SWAT, Crisis Negotiations Team, UCI and K-9. Clarifies Sgts. must be	10/1/16
11	Art. 9 Sec. 7.2	Ancillary Duties	Sgts performing duties on Awards Committee, Honor Guard or Marine Unit receive an additional 1.25 hours of compensation for each day worked in that capacity	10/1/16
12	Art. 9 Sec. 7.3	Shift Premium	Increases shift premium for afternoon shift from $1.00/hr to 2.5% and night shift premium from $1.00/hr to 5%	10/1/17
13	Art. 9 Sec. 8	Shift Commander Duties	Restricts the duties of the shift commander to administrative scheduling only	Upon Ratification

Summary of Changes to Police Sergeants CBA 10/1/15 – 9/30/18

14	Art. 9 Sec. 9	Reference to FLC Salary Survey	Housekeeping Issue: Deleted language referencing the Florida League of Cities annual Salary Survey as it is no longer a valid resource.	Upon Ratification
15	Art. 10 Sec. 1	Health Care Contributions	Year One: Increases Employee contributions from 14% to 15%. Year Two: Increases Employee contributions from 15% to 16% and "unbundles dental, vision Year Three: Increases Employee contributions from 16% to 17% and "unbundles dental, vision	10/1/15 10/1/16 10/1/17
16	Art. 10 Sec. 1	Health Care Rebate Program	Housekeeping Issue: Deletes the explanation of the Health Care Rebate Program, but allows for maintenance in the same manner.	Upon Ratification
17	Art. 10 Sec. 2.1	"Me-Too" clause	If another employee group is afforded a lower health care contribution amount for the same health care plan in the contract year 2016/17, that lower amount will apply to this unit too.	10/1/16
18	Art. 10 Sec. 2.2	"Me-Too" clause	If another employee group is afforded a lower health care contribution amount for the same health care plan in the contract year 2017-18, that lower amount will apply to this unit too.	10/1/17
19	Art. 10 Sec. 3	Bullet Proof Vest Cover	City will provide the cover rather than pay an allowance of $125.00.	10/1/16
20	Art. 10 Sec. 4	Health Care for Surviving Spouses	Clarifies that Spouses of officers killed in the line of duty will be allowed to stay on the City's health care plan at no additional cost for a period of 2 years.	Upon Ratification
21	Art. 10 Sec. 10	Worker's Compensation	Provides parity with the Officers Unit to pay a supplement equal to 100% of pay for work related injuries causing time off.	Upon Ratification
22	Art. 11 Sec. 2	Retirement Plans	Housekeeping Issues: Cleans up language referencing old 401(a) plans	Upon Ratification
23	Art. 11 Sec. 3	Retirement Plans	The parties agree that the City will collect the entire amount of the state funds in exchange for a higher multiplier from 3.09% to 3.27%	Upon Ratification
24	Art. 12 Sec. 1	Sick Time Accrual	Clarifies that no more than 96 hours of sick time will be accrued per year	Upon Ratification
25	Art. 12 Sec. 2	Absences	Housekeeping Issue: Clarifies that verification of illness or disability may be required after 3 consecutive shifts.	Upon Ratification
26	Art. 12 Sec. 5	Accelerated Accruals	Bargaining unit members who work 10-hour shifts will accrue sick time at a rate that will cap them at 96 hours in 21 pay periods. Those who work 8-hour shifts will continue to accrue at the current rate, capping at 96 hours in 26 pay periods	Upon Ratification
27	Art. 13 Sec. 7	Performance Evaluations	Establishes a joint committee to re-design the performance evaluation forms and the process of evaluating members	Upon Ratification
28	Art. 15	Annual Leave	Housekeeping Issue: The entire Article was re-written to read more smoothly. No changes were made to the benefit.	Upon Ratification
29	Art. 19	Corrective Diversion Process	Codifies the Corrective Diversion Process and includes the criteria in the Appendix	Upon Ratification

Summary of Changes to Police Sergeants CBA 10/1/15 – 9/30/18

	Sec. 5			
30	Art. 20 Sec. 2.2	Grievance Procedure	Establishes a moratorium on timelines from Dec. 23 to Jan. 4 each year	Upon Ratification
31	Art. 20 Sec. 2.3	Grievance Procedure	Extends the time to file Steps I, 2 and 3 grievances from 10 to 12 days	Upon Ratification
32	Art. 22 Sec. 1	Arbitration	Increases the time to file for arbitration from 15 to 20 days and establishes a moratorium on timelines from Dec. 23 to Jan 4 each year.	Upon Ratification
33	Art. 24	Duration	Establishes the contract to extend from October 1, 2015 through Sept. 30, 2018	10/1/15

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORT ST. LUCIE

AND
INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA)

~~PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION~~
SERGEANTS

EFFECTIVE OCTOBER 1, ~~2012~~ 2015 THROUGH SEPTEMBER 30, ~~2015~~ 2018

Ratified by Bargaining Unit: ~~February 12, 2014~~

Approved by City Council: ~~March 10, 2014~~

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TA 9/10/2015

City Proposal 9-10-15

RECOGNITION

The City hereby recognizes ~~Palm Beach County Police Benevolent Association (PBA)~~ the International Union of Police Associations, as the exclusive bargaining representative for all matters affecting wages, and terms and conditions of employment as provided in Chapter 447.309 (1), Florida Statutes, for those employees in the unit ~~originally~~ certified by the Public Employees Relations Commission, Certification # 1871. ~~in its case No. EL-99-039 issued on September 9, 1999.~~

TA 9/10/2015
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ARTICLE 1
DUES DEDUCTION

Section 1: Deductions

Bargaining unit members may authorize payroll deductions on the attached form (Appendix A), as may be amended, for the purpose of paying authorized dues. The Association will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Department, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance.

Section 2: Remittance

The City's remittance will be deemed correct if the Association does not give written notice to the City within fifteen (15) calendar days of a remittance, specifying the reasons it believes the remittance to be incorrect.

Section 3: Indemnification

The Association shall indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any check-off or payroll deduction of Association dues, and/or any other personal information contained on the form described in Section 1, above.

Section 4: Termination of Deductions

Any bargaining unit member may withdraw his membership in the Association upon thirty (30)-days written notice to the Association and the Human Resources Department.

Section 5: Insufficient Pay For Deductions

No deductions shall be made from the pay of any bargaining unit member for any payroll period in which the bargaining unit member's net earnings for that payroll, after other deductions, are less than the amount of dues to be checked off.

Section 6: Processing of Dues Deductions

Dues deductions shall be processed by the City and become effective no later than thirty (30)-days from the time received in the Human Resources Department. Dues will be collected only for the recognized bargaining agent. Dues shall be remitted monthly along with a list containing the name and the amount deducted, of the bargaining unit members for whom remittance is made.

City Proposal 9-10-15 **1-20-16 CITY AND UNION AGREE TO STATUS QUO**

ARTICLE 2

NON-DISCRIMINATION

Section 1: All parties to this Agreement specifically agree not to discriminate on the basis of race, color, marital status, religion, sex, national origin, age, disability, membership or non-membership in the Association or any other lawfully protected class in the application of this Agreement.

Section 2: Gender Reference: All references in this Agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

Section 3: Any alleged violation of this article shall be subject to the grievance and arbitration procedures of this Agreement.

City Proposal 9-10-15 **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 3

ASSOCIATION REPRESENTATION AND ACTIVITIES

Section 1: The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Association in matters pertaining to the interpretation and application of this Agreement. The Association agrees to notify the City in writing of the names of such authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement.

Section 2: The Association agrees during the term of this Agreement that the Association and its representatives will deal only with the City Manager, Assistant City Manager, Human Resources Director, Labor Relations Administrator, City Attorney, Assistant City Attorneys, Chief of Police or their respective designee(s) in matters pertaining to this Agreement.

Section 3: Neither Association representatives nor bargaining unit employees shall leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other Association business without the express permission of a supervisor of the rank of Lieutenant or above. Permission will not be unreasonably withheld.

Any non-employee ~~PBA~~ IUPA representative or employee representative who finds it necessary to contact any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain approval from a non-bargaining unit supervisor. In the event that immediate contact with the on-duty bargaining unit member is necessary to preserve the on-duty bargaining unit member's rights pursuant to the Law Enforcement Officers Bill of Rights and approval from a non-bargaining unit supervisor is not readily available, then approval from any on-duty supervisor will suffice.

Section 4: The City agrees to pay up to two (2) representatives to attend mutually scheduled negotiation sessions during their normally scheduled City business hours. Up to one (1) representative shall be permitted to attend mutually scheduled labor/management meetings, grievance meetings, and arbitrations specific to the bargaining unit, without any loss of regular pay.

Section 5: Association representatives scheduled to work on the day a negotiation session is held may request to flex his schedule such that the time spent at the session constitutes work time. Representatives may also be granted up to one (1) hour immediately prior to the start of a session, and up to one (1) hours immediately after a session to meet with the Association's chief negotiator without loss of pay. Finally, in the event a negotiation session lasts at least six (6) hours, a representative working a ten (10) hour shift may request to utilize the union time bank for the remainder of his shift. In emergency scenarios, approval of the aforementioned requests may be

denied by the Bureau Chief.

City Proposal 9-10-15 **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 4

EMPLOYEE RIGHTS

Section 1: The City agrees not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

Section 2: All language contained in this Agreement shall not foreclose any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article 21, Arbitration Procedures, without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other management representative without the intervention of the Association, provided that the immediate supervisor or other management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

Section 3: In matters involving a grievance, the Association shall be given the opportunity to be present at any meeting called for the resolution of such grievance, at the grievant' s request.

Section 4: ~~The Chief of Police shall develop a departmental policy on AVL/GPS systems including the utilization of data from such systems. The Association will have thirty (30) days to review and comment on the policy. The Chief of Police shall engage in good faith consideration of the Association's comments before publishing the final departmental AVL/GPS policy.~~ The Police Department shall maintain a policy of AVL/GPS system(s). The AVL/GPS policy shall contain a prohibition of harassment of bargaining unit members. The policy must also address how the AVL/GPS data will be used in disciplinary matters. The policy shall contain a provision that discipline will not be sustained solely on AVL or GPS data.

City Proposal 9-10-15 **1-20-16 CITY AND UNION AGREED TO STATUS QUO**

ARTICLE 5

MANAGEMENT RIGHTS

Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement and Chapter 447, Florida Statutes. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 2: Prior Rights

Prior to the time when the Association became the representative of the employees covered by this Agreement, the City had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the City and the Association have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it had ever enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

Section 3: Exclusive Rights.

It is agreed that the City and Police Department management alone shall have the authority:

(a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference on the part of the Association or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, Florida Statutes, or federal law, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. The management of its business includes the right:

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of job or employees, to determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, subject to the limitations set forth in this Agreement.

All inherent and common law management rights and functions which the City has not expressly

modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include the sole and exclusive right:

(c) To determine the size and composition of its work forces;

(d) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;

(e) To hire, rehire, retire, promote, demote, evaluate, except as expressly limited by a specific provision of this Agreement;

(f) To direct, layoff and recall employees subject to the express provisions of this Agreement; to reward or reprimand, discharge or otherwise discipline employees for just cause;

(g) To maintain the efficiency of employees;

(h) To determine job content and minimum qualifications for jobs; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept;

(i) To discontinue, transfer, or assign all or any part of its operations; to make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, position, or classification, department, division or operational unit;

(j) To control and regulate or discontinue the use of any property owned, used, possessed, or leased by the City;

(k) To make, or change rules and regulations, policies, practices and procedures not in conflict with the provisions of this Agreement;

(l) To introduce new, different or improved methods, means and processes of police service and operation and otherwise manage the department and direct the work force.

The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein in Section 3, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the above rights in Section 3 shall not preclude the bargaining unit members or their representatives from filing grievances about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section 4: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, fires, floods, civil disorders, strikes or illegal work stoppages, severe weather conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City as it deems necessary, during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.

City Proposal ~~9-10-15 10-13-15~~ **1-20-16 CITY AND UNION AGREED TO NEW LANGUAGE SAME AS OFFICERS**

ARTICLE 6
ANNUAL LEAVE

~~The City recognizes the importance of personal time away from work and affords bargaining unit employees an opportunity to take annual leave, in accord with the following:~~

~~Section 1: Permissible Purposes.~~

~~Annual leave may be granted for the following reasons:~~

~~1. Vacation leave.~~

~~2. Absences for transaction of personal business which cannot be conducted during off-duty hours.~~

~~3. Religious holidays other than those designated by the City Council as official holidays.~~

~~4. For uncovered portion of sick or disability leave once such leave has been exhausted through illness or disability.~~

~~5. Any approved absences from work not covered by other types of leave provisions established herein.~~

~~Section 2: Rates of Accrual.~~

Section 1: All bargaining unit members shall accrue annual leave on a bi-weekly basis as of their date of hire as follows: ~~in accordance with the following schedule:~~

Years Employed	Hours Accrued Per ~~Annum~~ Year
~~1~~ 0 - 3	80 hours
4 - 9	120 hours
10 - 19	160 hours
20 +	200 hours

Bargaining unit members who are normally scheduled for ten (10) hour shifts will accrue annual leave at an accelerated rate, capping their annual amounts over a period of twenty one (21) pay periods per year.

Bargaining unit members who are normally scheduled for eight (8) hour shifts will accrue annual leave hours at the normal rate, capping their annual amounts over a period of twenty six

(26) pay periods per year.

Annual leave accrual will continue to be capped at a rate based on the members years of service.

Section 2: Annual leave may be accrued to a maximum of two-hundred forty (240) regular hours. Bargaining unit members are eligible to use accrued annual leave after completing six (6) consecutive months of employment. A member will be charged the annual leave in minimum increments of one (1) hour. Bargaining unit members are not charged for holidays that occur during their scheduled annual leave time.

Section 3: Requests for forty or more hours of annual leave should, to the extent practicable, be submitted to the Chief's designee.

Section 4: No paid annual leave is permitted in advance of being accrued. Bargaining unit members are not permitted to take more than twenty (20) days of annual leave in any six (6) month period without permission of the Police Chief or his designee.

Section 5: If management cannot accommodate a bargaining unit member's request to use accrued annual leave, the Police Chief may recommend that the member be compensated for up to eighty (80) hours of their accrued annual leave, prior to the member's next anniversary date of employment. Approval is contingent upon concurrence of the City Manager and verification that funds are available, if approval is denied the bargaining unit member can submit a new annual leave request.

Section 6: A bargaining unit employee will not be paid for accrued leave in lieu of taking such annual leave except upon separation or pursuant to this section. Members leaving City employment after more than six (6) months continuous employment with the City will receive payment for any accrued annual leave as of the date of separation. Payment for accrued annual leave does not apply to members having less than six (6) months of employment. Payment for unused accrued annual leave is limited to a maximum of two-hundred forty (240) regular hours computed at the employee's base rate of pay at time of separation.

Section 7: After utilizing at least eighty (80) hours of accrued annual leave in the preceding twelve (12) months, a bargaining unit member may request to sell back a portion of his remaining accrued annual leave balance. Approval is contingent upon budget restrictions and the concurrence of the City Manager.

Section 8: A bargaining unit member's accrued annual leave at the time of his/her death will be paid to the member's beneficiary, surviving spouse, or estate, as determined by law or by the executed forms in the member's personnel file.

~~Section 3: Requests for Leave.~~

~~Once the bargaining unit member initially completes six (6) months continuous service, he shall be eligible to use annual leave.~~

~~Any request for annual leave shall be submitted within a reasonable period before such leave begins. Annual leave will be charged in one (1) hour minimum increments. No member shall be permitted to take more than twenty (20) days of annual leave in any six (6) month period without permission of the Chief of Police and City Manager.~~

~~Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave.~~

~~Section 4: Payout of Annual Leave~~

~~1. A bargaining unit employee shall not be paid for accrued annual leave in lieu of taking such leave except upon separation. Employees having more than six (6) months of continuous employment shall be eligible to receive any annual leave credit accrued as of the date of separation, computed at the employee's base rate of pay.~~

~~2. If the Chief of Police cannot accommodate a bargaining unit member's request for annual leave, he may recommend that the bargaining unit member be compensated for up to 80 hours of annual leave, prior to the bargaining unit member's next anniversary date of employment. Approval is contingent upon concurrence of the City Manager and verification that funds are available. If approval is denied, the bargaining unit member shall submit a new annual leave request.~~

~~3. After utilizing at least 80 hours of accrued leave in the preceding twelve months, a bargaining unit member may request to sell back a portion of his remaining accrued balance. Approval of any payments is contingent upon budget restrictions and the concurrence of the City Manager.~~

~~4. All accrued annual leave of bargaining unit members who die while in the service of the City shall be paid to the spouse or beneficiary of the bargaining unit member.~~

City Proposal ~~9-10-15 10-13-15~~ **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 7

DAYS AND HOURS

Section 1: All sergeants are considered non-exempt as defined by the Fair Labor Standards Act and are eligible for overtime.

Section 2: For the purpose of determining overtime payments, all compensated hours (except sick leave) shall be construed as time worked.

Section 3: The work week shall consist of five (5) days within a seven (7) day period beginning on Saturday (12:01 am) and ending on the following Friday (midnight. During this Agreement, the workweek shall consist of either five-(5) eight-(8) hour days, or four-(4) ten-(10) hour days. The shifts for the patrol division are set forth below. Bargaining unit members assigned other duties may have other shifts or schedules. If the Police Department wishes to create new shifts for the patrol division, it shall notify the association in writing of its desire to negotiate new shifts. Staffing for other shifts will be through a bid process. Positions unfilled by the bid process will be assigned by seniority. Schedules shall not be changed solely for the purpose of avoiding overtime compensation during the workweek.

The City and the Association jointly agree to a "4-10" work schedule program, which shall consist of employees working four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off. Employees working the 4-10 work schedules shall be compensated on each workday for ten (10) hours of pay at straight-time rates.

The "4-10" work schedule shall consist of the following shifts and workdays:

Shifts
7:00 a.m. – 5:00 p.m.
3:00 p.m. – 1:00 a.m.
10:00 p.m. – 8:00 a.m.

Work Days
Squad A: Sunday, Monday, Tuesday, Wednesday
Squad B: Wednesday, Thursday, Friday, Saturday

The 4-10 schedules shall be assigned by seniority bidding for all bargaining unit members. Seniority shall be as defined in Article 15. Bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make his/her shift selection. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

Employees bid for both shift and team, provided that the City reserves the right to assign an employee to another team on a shift at the time of the bidding process for a legitimate reason. Reasons may include, but are not necessarily limited to: transfer requests, anti-nepotism measures and demonstrable personality conflicts. In the event that reassignment during the course of a bid period is required, the employee shall fill existing vacant slots. The City retains the right to move an employee to a different team for good cause, with advance notice to the affected employee(s). Unless it is not possible, the reassignment should be to the same shift.

Annual leave, holiday pay and sick leave are provided as shift-based benefits and, therefore, the expenditure of said leaves shall be calculated on an equivalent hourly basis. Therefore, employees who are assigned to work a ten (10) hour shift will receive, or shall utilize, ten (10) hours of annual leave, holiday pay and sick leave accordingly.

Further, the City and Association agree that employees may voluntarily elect to work a flexible schedule other than those outlined herein for the purposes of staffing special details or meeting other Departmental needs. The affected employee and the City shall agree upon such work schedules in advance.

Section 4: In year one (1) of this agreement, Sergeants shall be paid for a minimum of two (2) hours when required to appear in Court or attend any department-mandated meeting or activity during their scheduled off-duty hours. All bargaining unit members shall be paid a minimum of one (1) hour for any telephonic conference with the State Attorney's office.

Section 4:1 Effective in year two (2) of this agreement, Sergeants shall be paid for a minimum of three (3) hours when required to appear in Court, state attorney hearings, responding to any court related hearing, during their scheduled off-duty hours. All Sergeants shall be paid a minimum of one (1) hour for any telephonic conference with the State Attorney's office.

Scheduled off duty hours means time:

A. Preceding a scheduled work shift;
B. During a scheduled day off; or
C. Subsequent to a scheduled work shift, provided the event commences after the ending of a work shift. Therefore, in the event a bargaining unit employee is required to appear at an event during their scheduled shift, but said event continues beyond said shift, the incentive shall not be paid. However, an appearance at an event that begins during their scheduled shift and continues beyond said shift time shall be paid at the employee's applicable rate of pay. The phrase "beyond shift time" shall include travel time.

Section 5: Sergeants shall receive two (2) hours compensation, plus all time worked, when required to return to work after the expiration of their shift. Sergeants shall not receive call-back pay when they are required to remain on duty.

Section 6: Call-backs are defined as when the bargaining unit member is required to return to work after the completion of his shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of call-back hours.

Section 7: Stand by status is defined as when a bargaining unit member is required to carry a pager or other device and be available to return to work within forty-five (45) minutes or less of notice. The bargaining unit member will be paid one and one half (1.5) hour's additional regular compensation per day for stand by status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his stand by duty.

Section 8: On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The bargaining unit member will be paid one and one half (1.5) hour's additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status and be in-service within forty-five (45) minutes after being contacted. Supervisors may restrict on-call assignments for bargaining unit members who reside outside the City limits.

Section 9: The City agrees to abide by the Fair Labor Standards Act as it relates to law enforcement personnel, except as expressly limited by a specific provision of this Agreement.

Section 10: All Sergeants shall accrue two (2) compensated personal leave days per calendar year without deduction from any other accrued leave benefit. Sergeants assigned to a 4-10 schedule shall receive 20 hours of personal leave time and those assigned a 5-8 schedule shall receive 16 hours of personal leave time. Paid personal leave days shall not be accrued from year to year.

Section 11: Compensatory Time. All bargaining unit members will be eligible to accrue a maximum of fifty (50) hours compensatory time. Any compensatory time turned in over that amount will be paid as overtime. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for a maximum of fifty (50)-hours of accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate Lieutenant seventy-two (72) hours in advance of the requested time off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72) hour notice. Compensatory time will be charged in one (1) hour minimum increments. No more than two (2) sergeants per shift will be off on compensatory time. When multiple requests are submitted, seniority will apply. If insufficient sergeants are available to fill the required shift positions, the Lieutenant will meet with their district commander to discuss the necessity of posting overtime. Overtime should be a last resort. If overtime is needed it should be posted immediately. If no one signs up within twenty-

four (24) hours of when the position(s) is needed, then the compensatory time request shall be denied. ~~Posting of overtime can be paid out as cash only.~~ The District Lieutenant will make this decision.

Section 12: The City will observe the following holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veterans' Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Friday after Thanksgiving
10.	Christmas Eve	December 24
11.	Christmas Day	December 25
12.	New Year's Eve	December 31

All bargaining unit members shall receive holiday pay at their regular rate of pay. If a bargaining unit member is required to work either on the actual holiday as listed above, or the date on which it is observed by the City, he shall be paid at the rate of time and one-half (1.5X) his regular rate for all hours worked, plus the normal holiday compensation, for one holiday [but not both]. Bargaining unit members may elect to receive straight time for all hours worked and accrue twelve (12) hours of compensatory time as their holiday pay, subject to the provisions of Section 11, above.

If the City and Association mutually recognize any discrepancy regarding the payment of holiday hours, it shall be resolved through the crediting of accrued leave benefits, such as sick, vacation or compensatory time, at the option of the bargaining unit member.

Section 13: Other provisions, if any, regarding days and hours, not in express conflict with this article, shall be governed by the City's Personnel Rules and Regulations.

Section 14: Employees shall be granted a maximum of up to ~~five (5) days~~ forty (40) hours Bereavement Leave in any twelve-month period, for and around the time of deaths in their immediate family, without charge to any other accrued leave time. Immediate Family includes: spouse, children, parent, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchildren, aunt, uncle, or legal guardian. Proof of death, as well as proof of familial relationship, is required to receive bereavement leave credit. In the event sufficient proof is not submitted, annual leave shall be charged.

In rare instances, bereavement leave for non-family members may be granted at the sole discretion of the Chief of Police.

Section 15: Bargaining unit member shall be compensated when subpoenaed to Court as a juror or a witness in non-City related matter. In order to receive compensation, a copy of the subpoena must be presented by the member to his immediate supervisor. Any remuneration paid by the Court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City.

Section 16: Unpaid personal leave may be granted for reasons not covered under FMLA. The Chief of Police may reject or limit requests for Unpaid Personal Leave. No Unpaid Personal Leave shall be granted beyond 180 days in any twelve-month period, without the approval of the Chief of Police and City Manager.

Section 17: The City Manager or Chief of Police may place a bargaining unit employee on administrative leave for an arrest charging a violation of Florida or federal criminal law involving egregious conduct. Administrative leave shall be limited to 180 days and may be paid or unpaid. Employees placed on unpaid administrative leave may use accrued vacation or compensatory leave benefits.

Section 18: All bargaining unit members called to active military duty or to military training exercises under Chapter 115, Florida Statutes, shall be paid their salary for the first 30 days of such service or 240 working hours in any one annual period, respectively.

If the employee's military leave extends beyond the applicable periods detailed above, the bargaining unit member shall be paid the difference between the member's military wages and City wages such that he receives the equivalent of his base salary.

City Proposal ~~9-10-15 10-13-15~~ **1-20-16 CITY AND UNION AGREED TO STATUS QUO**

ARTICLE 8
FITNESS FOR DUTY

Section 1: All bargaining unit members shall be physically fit for duty twenty-four (24) hours per day during those calendar days scheduled to work or to be on call.

Section 2: Bargaining unit members may be ordered to report for duty by shift supervisors or higher ranking Police Department Officials.

Section 3: Bargaining unit members who fail to report for duty for three (3) consecutive days for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All absences by bargaining unit members shall be documented by supervisors and forwarded to the Chief of Police.

Section 5: The refusal to report for duty when ordered by a shift supervisor or higher ranking Police Department official may be grounds for disciplinary action.

Section 6: Bargaining unit members will be excused from the provisions of Sections 1-5 by their supervisor or higher ranking Police Department official when circumstances exist making it in the best interest of the Department and the bargaining unit member.

I - EXAMINATION AND TESTING PROCEDURES

The City reserves the right to require all bargaining unit members to have an annual physical examination by a doctor of the City's choice which may include, at the City's discretion, a psychological examination and drug and controlled substance testing. One of the purposes of the said physical examination is to determine the use and/or abuse of controlled drugs and substances. In addition, the City reserves the right, at any time, to request any bargaining unit member to take a drug and/or controlled substance test and/or psychological examination with a showing of reasonable suspicion.

Any bargaining unit member assigned to the Special Investigations Division or to any unit whose primary responsibilities include narcotics investigation or suppression, or any unit responsible for the storage of narcotics either as evidence or as a training aid where the bargaining unit member has access to those narcotics shall submit to testing on a random basis annually. A scientifically valid and impartial random selection procedure shall be developed and implemented by the City.

II - DRUGS AND CONTROLLED SUBSTANCES TESTING POLICIES AND PROCEDURES

All policies, procedures, and disciplinary actions concerning drug and alcohol testing shall be in compliance with applicable federal law, Florida Statutes, and Florida Administrative Code.

The Association acknowledges that the City's Substance Abuse Policy adopted by Ordinance (91-9) is incorporated herein by this reference.

III - PHYSICAL FITNESS AND WEIGHT-CONTROL PROGRAM

The City reserves the right to establish and to require bargaining unit members to participate in a physical fitness and weight-control program. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of such plan.

City Proposal ~~9-10-15 10-13-15~~ **1-19-16 CITY AND UNION AGREED TO AT TABLE**

ARTICLE 9
WAGES

Section 1: ~~Except for the one-time step adjustment referenced below,~~ ~~all~~ All wage increases shall be based solely on merit. Bargaining unit members shall receive a written evaluation at the time of ~~prior to~~ their anniversary date of employment or promotion. Only those bargaining unit members who receive an evaluation that meets or exceeds standards shall be eligible to receive a merit increase. Performance that does not meet standards must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

Section 2:

A. The new STEP pay schedule for the position of Sergeant detailed below will be effective ~~October 1, 2013 2015 or the date of ratification by the bargaining unit, whichever is later~~ as follows:

~~FY 2012/13~~	~~FY 2013/14~~	~~FY 2014-15~~	~~FY 2014-15~~	
			~~*10/1/2014*~~	~~*9/1/2015*~~
			~~*8/31/2015*~~	~~*9/30/2015*~~
~~Step 1 $65,165~~	~~$67,120~~	~~$69,134~~	~~$71,208~~	
~~Step 2 $67,120~~	~~$69,134~~	~~$71,208~~	~~$73,344~~	
~~Step 3 $67,784~~	~~$69,818~~	~~$73,344~~	~~$75,545~~	
~~Step 4 $70,256~~	~~$72,364~~	~~$75,545~~	~~$77,811~~	
~~Step 5 $72,728~~	~~$74,910~~	~~$77,811~~	~~$80,145~~	
~~Step 6 $75,200~~	~~$77,456~~	~~$80,145~~	~~$82,548~~	
~~Step 7 $77,672~~	~~$80,002~~	~~$82,548~~	~~$85,024~~	
~~Step 8 $80,144~~	~~$82,548~~	~~$85,024~~		

~~*(FY 2013-2014)*~~

~~Current bargaining unit members (except three) will be slotted into the new step plan at the same step as occupied as of September 30, 2013, which is equivalent to a 3% across the board adjustment. The aforementioned slotting shall be made effective October 1, 2013 or the date of union ratification, whichever is later.~~

~~The above referenced three (3) bargaining unit members were identified as being in between steps (i.e., earning a base rate other than what is detailed in the FY 2012-13 step plan). Therefore, the~~

~~parties have developed an alternate process for said members as follows: Two of the three bargaining unit members shall not receive any step adjustment during FY 2013-14. The third bargaining unit member will be slotted into the new step plan at the lowest step that provides for a base rate increase~~

~~Bargaining unit members will receive a one-time, lump sum bonus of $100 on March 1, 2014.~~

~~*(FY 2014-2015)*~~

~~Bargaining unit members (except two) will be slotted into the new step plan at the same step as occupied in the prior fiscal year, effective October 1, 2014.~~

~~Because the aforementioned two (2) bargaining unit members were between steps and, thus ineligible for an adjustment during FY 2013-14, both shall be slotted into the lowest step that provides for a base rate increase on October 1, 2014.~~

~~Bargaining unit members shall also be eligible for a step increase on their respective classification date throughout FY 2014-15.~~

~~On September 1, 2015, the step plan shall be modified by deleting the bottom step and renumbering the remaining steps accordingly (see above chart). Any bargaining unit member at step 1 as of August 31, 2015 shall, effective September 1, 2015, be slotted into the newly created step 1 (i.e., $71,208). All other members shall remain at the same rate and, therefore, be slotted into the modified step plan at whichever step is associated with that salary. See the above chart.~~

		YEAR 1	YEAR 2	YEAR 3
Step	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018
1	71,208.00	73,344.00	73,931.00	77,848.00
2	73,344.00	75,715.00	76,321.00	80,286.00
3	75,545.00	78,086.00	78,711.00	82,724.00
4	77,811.00	80,457.00	81,101.00	85,162.00
5	80,145.00	82,828.00	83,491.00	87,600.00
6	82,548.00	85,199.00	85,881.00	90,038.00
7	85,024.00	87,570.00	88,271.00	

In year one (1) of this agreement: all bargaining unit members will move to the same step with a new base rate effective 10/1/2015.

In year one (1) of this agreement: there will be no Step Increase.

In year one (1) of this agreement: there will be no Longevity pay.

In year two (2) of this agreement: all bargaining unit members will move to the same Step with a higher rate of pay on 10/1/2016.

In year two (2) of this agreement: the "Slotting" of the following:
Seven (7) Sergeants will move two (2) Steps higher on 10/1/2016.
Four (4) Sergeants will move one (1) Step higher on 10/1/2016.
Two (2) Sergeants will receive longevity pay in addition to advancement to top step.

In year two (2) of this agreement: all bargaining unit members will receive a Step advancement on their anniversary date.

All bargaining unit members at the top Step will receive longevity pay on their anniversary date of $2,000 dollars.

In year three (3) of this agreement: elimination of Step 7 on 10/1/17- (topping out at $90,038).

In year three (3) of this agreement: all bargaining members will move to the same Step with a new base rate of pay on 10/1/2017.

In year three (3) of this agreement: all bargaining unit members at the top Step will receive longevity pay on their anniversary date of $2,000 dollars.

Section 3: Increases. ~~A bargaining unit member's step increase will be implemented on his respective classification date, except as modified in Section 2, above.~~ Increases are contingent upon the bargaining unit member receiving an overall rating of "Met Standards" or "Exceeded Standards" on his annual evaluation. ~~The evaluation form is attached to this Agreement as Appendix "B" and incorporated herein.~~ If the bargaining unit member receives an overall rating of "Failed to Meet Standards," he shall not receive a step increase at the time of his evaluation. The bargaining unit member shall be re-evaluated in 30, 60 and 90 days. At the end of the 90-day period, if the bargaining unit member achieves a rating of "Met Standards" or "Exceeded Standards", he will receive his step increase, effective the date of the re-evaluation. If the member's evaluation is not completed within ninety (90) days after their anniversary/classification date at no fault of the officer, the member shall automatically receive their merit increase

Section 5: All annual salaries shall be computed on a forty- (40)-hour workweek (2,080 annually), and be paid bi-weekly.

Section ~~5~~ 6: Computation of Overtime. Sergeants are non-exempt employees, pursuant to the Fair Labor Standards Act. Therefore, they will receive overtime wages at one and one-half (1 ½) times their regular rate of pay for all hours worked over forty (40) during a seven (7) day work week, defined as Saturday 12:01 a.m. through Friday, midnight. Pursuant to Article 7, Section 11, bargaining unit members may accrue up to fifty (50) hours compensatory time.

Section ~~6~~ 7: Assignment to Investigative Unit. All bargaining unit members who are not on modified duty, while assigned full time to the Criminal Investigations Division, Special

Investigations Division (S.I.D.), or the Professional Standards Division shall receive an additional one-dollar ($1.00) per hour compensation.

Section 7:1 Assignment to Specialty Units: Effective in year two (2) of this agreement, all bargaining unit members who are assigned to Traffic Homicide Investigations, (T.H.I.), S.W.A.T., Crisis Negotiations Team (C.N.T.), U.C.I., and K-9, shall receive an additional one ($1.00) per hour of compensation. To qualify for the incentive, members must be currently assigned to the unit.

Section 7:2 Assignment to Ancillary Duties: Effective in year two (2) of this agreement, all bargaining unit members who are assigned as supervisors and perform the duties of the Awards Committee, Honor Guard, or Marine Unit shall receive an additional one and one quarter (1.25) hours of compensation for each day they are acting in said capacity.

Section 7:3 Effective in year three (3) of this agreement, all bargaining unit members assigned to the entire first shift (also known as the midnight shift), shall receive their base pay plus an additional five (5%) percent per hour compensation. All bargaining unit members assigned to the entire third shift shall receive their base pay plus an additional 2.5% per hour compensation. The midnight shift and the third shift differential pay shall be provided following a bargaining unit member's selection or assignment of those shifts during his bi-annual seniority bid, as well as whenever:

A. A bargaining unit member is ordered to fill a vacancy on the first or third shift on any particular workday;
B. A bargaining unit member is approved to voluntarily fill a vacancy on the first or third shift on any particular work day;
C. A bargaining unit member is held over to fill a vacancy on the first or third shift

Bargaining unit members who selected the first shift or the third shift during their bi-annual seniority bid shall receive the differential rate during periods of approved leave, except if the member is on no-pay status while on leave (i.e., no leave accruals or on unpaid administrative leave).

Section ~~7~~ 8: Assignment to FTO Program. All bargaining unit members working a 4-10 schedule who are assigned as Supervisors to Field Training Officers (FTO) shall receive an additional 1.25 hours of compensation for each day that they are acting in the capacity of a FTO Supervisor. To qualify for the incentive, the appointed FTO Supervisor must be acting in the capacity of a supervisor over a newly hired FTO, or must be acting as a FT sergeant for a newly promoted sergeant in the FTS program. In lieu of compensation, bargaining unit members may be granted compensatory time on an hour for hour basis (e.g. members assigned to a ten hour shift will receive two hours of compensatory time).

Assignment to Shift Commander. All bargaining unit members who are assigned as Shift

Commanders shall receive an additional one-half (.5) hour of compensation for each day that they are acting in said capacity. To qualify for the incentive, the Shift Commander must be assigned to the position on a full-time basis. The duties of the Shift Commander shall be restricted to administrative scheduling only, unless otherwise directed by the Chief or his designee.

Section ~~8~~ 9: Employees who obtain a degree as listed below, pursuant to State or nationally accredited educational or professional organizations, are granted incentive pay in accord with these provisions. Incentive pay is provided only when the degree is relevant to the employee's position and job duties.

In order to obtain incentive pay, subsequent to completing their degree, bargaining unit members must submit a letter or memorandum to the Chief of Police or his designee together with proof of their degree ("submission"). Bargaining unit members whose submission and degree comport with this article will receive incentive pay per the following:

Incentive pay shall be issued as a one-time lump sum payment as follows: $500 for an Associate or Bachelor's Degree Program completion, and $1,500 for a Master's or Doctoral Degree Program completion. The payment of incentive pay does not affect classification dates or classification increases. Educational incentive pay is limited to $1,500 per fiscal year.

~~Section 9: The City and Association mutually recognize the *Florida League of Cities/Florida Public Personnel Association (FLC/FPPA) Salary Survey* as the basis for future negotiations concerning bargaining unit members' wages.~~

Section 10: All wage increases are limited to the duration of this Article, September 30, ~~2015~~. 2018.

Section 11: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Article.

ARTICLE 10
BENEFITS

City Proposal ~~9-10-15 10-13-15~~ **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

Section 1: The following benefits are available to bargaining unit members during the life of this Agreement:

Uniforms & Equipment	$50,000 A.D. & D. Insurance
Credit Union Membership	Cancer Care Plan *
$50,000 Life Insurance	Pre-Paid Legal *
Prescription Drug Plan	Employee Assistance Programs
Vision Care Plan	Long- and Short-Term
Dental Plan	Indemnity Plans
Medical Insurance	

* Payroll deducted benefit.

Employee Health Contributions and Co-payments

~~Effective October 1, 2013, the City and the employee shall each continue to provide monthly dollar amount contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:~~

	~~Employee Contribution~~		~~Employer Contribution~~		~~Total~~	
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~40~~	~~8~~	~~459~~	~~92~~	~~499~~	~~100~~
~~Emp.& Spouse~~	~~151~~	~~12~~	~~1,109~~	~~88~~	~~1,260~~	~~100~~
~~Emp.& Children~~	~~111~~	~~12~~	~~813~~	~~88~~	~~924~~	~~100~~
~~Emp.& Family~~	~~193~~	~~12~~	~~1,412~~	~~88~~	~~1,605~~	~~100~~

~~Effective March 1, 2014, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:~~

	~~Employee Contribution~~		~~Employer Contribution~~		~~Total~~	
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~43~~	~~8~~	~~497~~	~~92~~	~~540~~	~~100~~
~~Emp.& Spouse~~	~~219~~	~~14~~	~~1,348~~	~~86~~	~~1,567~~	~~100~~
~~Emp.& Children~~	~~149~~	~~14~~	~~913~~	~~86~~	~~1,062~~	~~100~~
~~Emp.& Family~~	~~260~~	~~14~~	~~1595~~	~~86~~	~~1,855~~	~~100~~

~~Effective October 1, 2014, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:~~

	~~Employee Contribution~~		~~Employer Contribution~~		~~Total~~	
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~45~~	~~8~~	~~522~~	~~92~~	~~567~~	~~100~~
~~Emp.& Spouse~~	~~247~~	~~15~~	~~1,399~~	~~85~~	~~1,646~~	~~100~~
~~Emp.& Children~~	~~167~~	~~15~~	~~947~~	~~85~~	~~1,114~~	~~100~~
~~Emp.& Family~~	~~292~~	~~15~~	~~1655~~	~~85~~	~~1,947~~	~~100~~

Effective October 1, 2015, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Trust Fund for the cost of health care coverage as outlined below:

2015-2016

EMPLOYEE CONTRIBUTION – MONTHLY

	Employee Total		**Employer Total**	
	%	**$**	**%**	**$**
Single	8%	47.00	92%	537.00
Emp. & Spouse	15%	254.00	85%	1,441.00
Emp. & Children	15%	172.00	85%	976.00
Emp. & Family	15%	301.00	85%	1,705.00

Effective October 1, 2015, all bargaining unit members will pay retro to 10/1/2015 for the employee contribution to the health insurance.

Effective October 1, 2016, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below.

2016-2017

EMPLOYEE CONTRIBUTION - MONTHLY

Tier	**%**	**Medical**	**Dental**	**Vision**	**Total**
Single	8%	44.18	2.35	.47	47.00
Emp. & Sp.	16%	346.86	18.45	3.69	369.00
Emp. & Ch.	16%	196.46	10.45	2.09	209.00
Emp. & Fam.	16%	349.68	18.60	3.72	372.00

2016-2017
EMPLOYER CONTRIBUTION - MONTHLY

Tier	%	Medical	Dental	Vision	Total
Single	92%	512.30	27.25	5.45	545.00
Emp. & Sp.	84%	1818.90	96.75	19.35	1935.00
Emp. & Ch.	84%	1029.30	54.75	10.95	1095.00
Emp. & Fam.	84%	1833.94	97.55	19.51	1951.00

Effective October 1, 2017, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below

2017-2018
EMPLOYEE CONTRIBUTION - MONTHLY

Tier	%	Medical	Dental	Vision	Total
Single	8%	47.94	2.55	.51	51.00
Emp. & Sp.	17%	392.92	20.90	4.18	418.00
Emp. & Ch.	17%	222.78	11.85	2.37	237.00
Emp. & Fam.	17%	396.68	21.10	4.22	422.00

2017-2018
EMPLOYEER CONTRIBUTION - MONTHLY

Tier	%	Medical	Dental	Vision	Total
Single	92%	547.08	29.10	5.82	582.00
Emp. & Sp.	83%	1919.48	102.10	20.42	2042.00
Emp. & Ch.	83%	1086.64	57.80	11.56	1156.00
Emp. & Fam.	83%	1935.46	102.95	20.59	2059.00

1.2: Health Insurance Rebate Program:

Since the total contributions for the health insurance plan, as identified in Section 1~~: #2~~ above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City ~~agrees to~~ established a rebate program for situations when the actual annual fund expenses are less than the projected expenses. There will be no increase in employee or city contributions required in the event actual expenses are greater than budgeted. This rebate program should encourage employees to stay as healthy as possible and thereby keep health costs down.

The rebate will be calculated annually in the same manner as previously.~~by comparing budgeted expenditures in the Health Insurance Fund (#605) as identified in the annual City budget adopted each September for the ensuing fiscal year (Original Budget) with actual expenses as identified in the end of the year (September 30th) financial statements for the fund. The budgeted expenses for Fiscal Year 2013-2014 are $14,891.425. If annual expenses are less than budgeted expenses, employees and the City shall receive proportionate share rebates based on the number of employees in each plan, the plan that an employee has selected and the employee/City percentage split of contribution for that year.~~

~~The spreadsheet identified as Appendix C of this contract provides an example of a rebate calculation. The formula used to determine the rebate for an individual employee is as follows: The overall savings in costs, as determined by the September 30th financial statements, is inserted in cell C13 of the Health Plan rebate Excel spreadsheet. The set formulas will allocate this amount of the four tiers of coverage (column). These amounts are then divided by the number of employee contracts/participants (column D) to show the savings per participant per tier of coverage (column E). That figure is then split by the funding ratios for the Employee and City as set by this contract.~~

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable ~~no later than~~ in the month of December ~~15,~~ following the end of the fiscal year. ~~with the first rebate to be distributed, if applicable by December 15, 2014.~~

Section 2: If, premiums are increased or coverages are modified or withdrawn by carriers or providers, the City reserves the right to reopen this article for negotiation.

Bargaining unit members pay the following health insurance related costs:

The co-pay for covered physician visits shall be $20 per visit for Primary Care physicians and $40 per visit for Specialist physicians. A co-pay for an emergency room visit shall be $50 per visit. The cost for covered prescriptions shall be $10 per generic prescription, $30 per preferred brand name prescription, and $50 for non-preferred brand name prescription. Mail order prescriptions (90-day supply) shall be $20 per covered generic prescription, $40 per covered preferred brand name prescriptions, and $60 for non-preferred brand name prescription.

A bargaining unit member is subject to a $300 Calendar Year Deductible.

The Health Insurance ~~Trust Fund~~ Review Committee may examine the costs associated with the provision of health and other insurance. A representative chosen by the Association shall serve as a member of the Health Insurance ~~Trust Fund~~ Review Committee.

Section 2:1: During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a lower health care contribution amount for the

same health care plan as this unit, that lower contribution amount will be granted to the members of this bargaining unit.

Section 2:2: During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a different health care plan with different contribution amounts, that same plan and contribution amounts will be offered to the members of this bargaining unit.

Section 3: The City shall reimburse bargaining unit members to a maximum of $850.00 for the purchase of body armor. Body armor shall be replaced in accordance with the manufacturer's specifications. ~~Further, an additional $100 shall be provided to each member on October 1 of each year of this Agreement for replacement costs associated with the outer carrier.~~ Beginning October 1, 2016, the City agrees to provide annually to bargaining unit members an outer bulletproof vest cover and will no longer pay the additional $100 for replacement costs associated with the outer carrier.

Section 4: The City agrees to continue to pay the applicable employer portion of the bargaining unit members' health insurance benefit ~~contributions~~ costs if the bargaining unit member receives a line-of-duty disability pension from the Police 185 Pension Board, pursuant to 185.34 FS. If a bargaining unit member is not a member of the Police 185 Pension Plan, then that bargaining unit member will be eligible for this benefit only if declared permanently and totally disabled by a Judge of Workers Compensation claims. The City reserves the right to have any bargaining unit member applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member is killed in the line of duty, the surviving spouse and dependents will not be required to pay the employee's elected monthly contribution for medical, dental and/or vision insurance for a period of two (2) years following the death of the employee. After two years from the death of the employee, ~~City shall continue to provide the to~~ the employee's spouse and dependent children, will continue to pay the employee's elected portion of the insurance costs at the rates set by the City annually, and in ~~who in~~ accordance with applicable state and federal law.

Section 5: Bargaining unit members assigned to road patrol duties shall receive an annual allowance of one hundred fifteen ($115) dollars for the purchase of shoes, pursuant to Police Department General Order specifications. Payment of this amount shall be processed in the second pay period of the fiscal year.

Section 6: Bargaining unit members assigned full time to the Criminal Investigations Division (C.I.D.), Special Investigations Division (S.I.D), or the Professional Standards Division for a period of time exceeding twelve (12) consecutive weeks shall receive a monthly clothing allowance of sixty dollars ($60.00) per month, while assigned.

Section 7: Bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 6 shall receive twenty dollars ($20.00) per pay period for uniform

cleaning and maintenance.

Section 8: Annual Leave. Bargaining unit members shall accrue and be charged annual leave pursuant to Article 6.

Section 9: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Agreement.

~~Section 10:~~

~~A. Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes is:~~

~~1) maliciously or intentionally injured; or~~
~~2) injured during department approved and supervised training; or~~
~~3) injured while responding to an unlawful act perpetrated by another; or~~
~~4) injured while engaging in a law enforcement activity to be defined as within on-duty routine patrol procedures and on-duty criminal investigations conducted within departmental guidelines and Florida Statutes.~~

~~and thereby sustains a job related injury or illness as deemed compensable under Chapter 440 shall be afforded a maximum of 12 months unpaid medical leave, if said injury or illness results in lost time, commencing from the date of injury. An extension of up to an additional 6 months may be granted with the approval of the City Manager. The member is entitled to use sick leave but, if exhausted, shall then use accrued annual leave or other banked leave. Any monetary benefit(s) related to a worker's compensation injury or illness shall be limited to whatever is statutorily provided for in Chapter 440, Florida Statutes.~~

~~B. The City Manager's granting of extended leave in accordance with this section shall require the submission of a medical report to the City's Risk Management department. The report shall provide a current diagnosis of the member's injury, recovery, and ability to return to work.~~

~~C. When a member is on extended leave pursuant to this section, any worker's compensation payments received from the insurance carrier shall be immediately remitted to the City.~~

~~D. An employee, while on disability leave pursuant to this section, shall not be eligible to earn or accrue leave benefits after 30 days.~~

~~E. Nothing in this section shall be construed as a waiver of any benefits provided for in Chapter 440, Florida Statutes.~~

Section 10:

A. Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes is:

1) Maliciously or intentionally injured; or
2) Injured during department approved and supervised training; or
3) Injured while responding to an unlawful act perpetrated by another; or
4) Injured while engaging in a law enforcement activity to be defined as within on-duty routine patrol procedures and on-duty criminal investigations conducted within departmental guidelines and Florida Statutes.

and thereby sustains a job related injury or illness as deemed compensable under Chapter 440, shall be entitled to full-pay status, if said injury or illness results in lost time, for a maximum of 12 months from the date of injury. An extension of up to an additional 6 months may be granted with the approval of the City Manager. The member is not required to use sick, vacation, or other leave.

B. The granting of leave in accordance with this section shall require the submission of a medical report to the City's Risk Management department. The report shall provide a current diagnosis of the member's injury, recovery, and ability to return to work.

C. When a member is on leave pursuant to this section, any worker's compensation payments received from the insurance carrier shall be immediately remitted to the City. The member shall receive 100% of his wages (full-pay) directly from the City.

D. An employee, while on disability leave pursuant to this section, shall not be eligible to earn or accrue leave benefits after 30 days.

City Proposal ~~9-10-15 10-13-15~~ **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 11

RETIREMENT PLANS

Section1: ~~During the life of this Agreement,~~ the City agrees to provide bargaining unit members with a pension plan contribution of a minimum of 10.5% of their gross taxable wages pursuant to FS 185 and Ordinance 13-49, except as modified in section 6.

Section 2:

~~a. Bargaining unit members participating in the Police Officers' Retirement Trust Fund must direct their 10.5% City contribution to the Fund, consistent with Ordinance 13-49.~~

~~b.~~ Bargaining unit members who are not enrolled in the Police Officers Retirement Trust Fund (185 Plan) may apportion their 10.5% City contribution to the ICMA 401A. ~~and/or Prudential Pension Plans.~~

c. Bargaining unit members participating in the Prudential Pension Plan may continue their participation until the City terminates this Plan. ~~at which time Section 2.a. shall be applicable.~~ A bargaining unit member who is not currently participating in the Prudential Pension Plan may not direct his contributions to this Plan.

Section 3: For members who retire on or after October 1, 2015, ~~The~~ the benefit rate for eligible distributes shall be ~~three and nine hundredths percent (3.09%).~~ Three and twenty-seven hundredths percent (3.27%). All funds in the "Excess State Monies Reserve" shall be used to fund this benefit enhancement for the term of this Agreement. All funds from the State of Florida Insurance Premium taxes from October 1, 2015 shall be available to the City to fund the City share of the pension plan and shall not be available for future benefit enhancements. In the event the State of Florida Insurance Premium tax model is substantially changed causing a reduction in the funds available to the City, the parties agree to open bargaining to address the shortfall.

Section 4: Bargaining unit members were previously offered ~~shall be granted~~ a one-time option to opt-in the 185 Plan, subject to the applicable requirements outlined by the police pension board.

Section ~~4~~5: For service earned prior to the effective date of this Agreement, the total overtime compensation during that period shall be included as pensionable earnings. Upon the ratification of this Agreement, a maximum of 300 overtime compensation hours per fiscal year will be included as pensionable earnings for all employees hired before the ratification. The City

shall continue to contribute 10.5% for overtime hours earned in excess of 300, to be deposited in a city defined contribution plan. For employees hired after April 1, 2013, excluding individuals already in the hiring process, a maximum of 275 overtime compensation hours shall be included as pensionable earnings. The City shall continue to contribute 10.5% for overtime hours earned in excess of 275, to be deposited in a city defined contribution plan.

Section 5~~6~~: Effective May 6, 2013, no sick leave or annual leave accrued thereafter shall be included in the calculation of pensionable earnings.

Section 6~~7~~: The parties agree that the Last-in First Out (LIFO) method will be utilized with respect to the usage of sick leave and annual leave after the ratification of this Agreement. Therefore, employees who use leave time accrued after the ratification of this Agreement shall be debited from these post-ratification accruals, provided the employee has sufficient leave. In the event an employee has insufficient post-ratification accruals and, therefore, must use pre-ratification accruals, he/she may replenish the utilized pre-ratification accruals.

Section 7~~8~~: For pensionable earning calculations, the pre-ratification sick leave and annual leave value shall be based on the rate of pay as of the date of retirement.

City Proposal ~~9-10-15~~ ~~10-13-15~~ **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 12
SICK TIME

Section 1: All bargaining unit members shall accrue twelve ~~(12) days~~ ninety six hours of sick time (96 hours) annually. Accrual shall begin from the date of employment and accrued hours may be carried over from year to year. There will be no limit on the amount of sick time a bargaining unit member may accrue. Sick time will be charged in not less than a one (1) hour minimum period for time less than one (1) day.

Sick Leave may be granted for the following purposes:

A: For non-work related minor injuries and illnesses of a short duration.

B: Medical, dental, optical, or chiropractic examination or treatment.

C: Pregnancy

D: Exposure to a contagious disease which would endanger others.

E: Qualifying Family and Medical Leave Act (FMLA) absences.

To receive compensation while absent on sick time, an employee shall notify his/her immediate supervisor or Department Head prior to, or as soon as possible after, the set time for beginning the daily duties. An employee in a unit operating on a twenty-four hour basis must notify the department not less than one (1) hour prior to the scheduled reporting time.

Section 2: All absences of more than three (3) consecutive ~~days or~~ shifts may require verification of illness or disability from a physician prior to or upon return to duty, unless such time is on a weekend or a holiday period; then the bargaining unit member may obtain such notification on the second day back to work.

Section 3: The City, at the City's expense, reserves the right to have bargaining unit members examined by physicians to determine mental and/or physical fitness for duty. Bargaining unit members found physically or mentally unfit for duty shall be placed on a Leave of Absence, or have their job duties modified, or be separated from the employment of the City, depending upon the individual circumstances. Accrued paid leave benefits may be used.

Section 4: If a bargaining unit member does not use any sick time in a twelve (12) month period, the bargaining unit member shall receive as an incentive eight (8) hours of vacation time, immediately following his/her anniversary date of employment.

Section 5: All bargaining unit members may be compensated for accrued, unused sick time hours based upon the following schedule:

Years of Employment	Paid Percentage
5 - 9	50%
10 - 14	60%
15 - 19	75%
20+	100%

Bargaining unit members who are normally scheduled for ten (10) hour shifts will accrue sick leave hours at an accelerated rate, capping their annual amounts over a period of twenty one (21) pay periods.

Bargaining unit members who are normally scheduled for eight (8) hour shifts will accrue sick leave hours at the normal rate, capping their annual amounts over a period of twenty six (26) pay periods per year.

Sick leave accrual will continue to be capped at a rate based on the members years of service.

Payments shall be made only when a bargaining unit member separates from City employment in good standing, and shall be limited to a maximum of 1,040 hours. Upon involuntary termination from the City Service, all sick leave, current and accumulated, will be forfeited by the member.

Additional sick time benefits are provided under the City's Health Insurance Plan. This benefit pays an eligible member sixty (60%) percent of his/her average weekly earnings during periods of sickness and disability. An employee may use the benefits provided under this plan to supplement his/her accrued sick leave. In no case shall an employee receive more than one hundred (100%) percent of his/her gross salary during periods of illness or disability.

Bargaining unit members may also receive donated sick time from bargaining and non-bargaining unit employees employed with the City for more than five (5) years. A bargaining unit member may only receive a maximum of twenty-four (24) hours per non-bargaining unit donor within a twelve (12) month period. However, a bargaining unit member may receive a maximum of forty (40) hours per bargaining unit donor within a 12-month period. The donated sick time may only be used for a serious health condition that makes the member unable to perform the essential functions of the job (i.e., FMLA-related absences).

City Proposal ~~9-10-15~~ ~~10-13-15~~ **1-20-16 CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 13
PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section 1: All bargaining unit members shall receive written evaluations from their immediate supervisor annually. Promoted bargaining unit members shall serve a probationary period of one (1) year from the date of promotion. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police or his designee.

Section 2: All bargaining unit members will be evaluated on their job performance only and shall be expected to meet performance standards as defined for their position.

Section 3: Performance that does not meet standards must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

Section 4: Non-probationary bargaining unit members who do not meet all performance standards and are denied a wage increase may request a review of the evaluation by a Police Department official of the next rank above the reviewer. The evaluation may be modified by this reviewer or by a higher Police Department authority.

Section 5: A bargaining unit member who fails to meet standards on his annual evaluation and is denied a merit increase has the right to grieve this action, pursuant to the Grievance procedures contained in this Agreement or the City's Personnel Rules and Regulations.

Section 6: During the probationary period, or the extension of probation a sergeant may be demoted to his/her previous rank for failure to meet expectations. This action shall not be subject to grievance procedures.

Section 7: The parties agree to establish a joint committee comprised of the Chief of Police or his designee, the Human Resource Director or his designee, and two members of the union to discuss the current performance evaluation system and forms and to make recommendations to modify both. Any recommended changes must be approved through an MOU signed by both parties.

TA 9/10/2015

City Proposal 9-10-15

ARTICLE 14
PROMOTION

Section 1: All bargaining unit members with three (3) years' experience as sworn officers with the Port St. Lucie Police Department, and five (5) years aggregate experience as a sworn police officer, as of the date of the examination (not including military experience), shall be eligible for promotion to Sergeant. The three years' experience with the Port St. Lucie Police Department must be immediately prior to the date of examination.

Section 2: Promotion shall be on a competitive basis. Only those candidates who achieve a score ranking in the top one-third of all candidates shall be eligible for promotion. The date and criteria for promotion shall be posted a minimum of ninety (90) days prior to the examination date.

Section 3: The Association may have one (1) proctor present during any part of the examination process. The proctor shall act as an observer and may not interfere with the examination(s).

Section 4: All scores shall remain confidential until the examination process is concluded.

Section 5: Upon completion of the examination(s) portion of any promotional process, all candidates' scores shall be posted by the Human Resources Department, in descending rank order. Social security numbers shall be used for identification purposes. Tie scores shall be resolved on the basis of seniority; bargaining unit members with greater seniority will be ranked ahead of bargaining unit members with lesser seniority.

This posting shall be provided to the Chief of Police with each candidate identified by name. The career evaluation and interview portion (if required by the Chief of Police) of the promotional process will be completed, tabulated with the examination(s) portion, and a final ranked list will be produced by the Chief of Police or designee.

Section 6: The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration of all questions and materials

used during promotion examinations.

Section 7: All other considerations for promotion shall be in compliance with the City's Personnel Rules and Regulations, the City Charter, and the City Code of Ordinances.

Section 8: The results of all promotional examinations shall be valid for eighteen (18) months from the date of certification.

Section 9: Any officer promoted to Sergeant shall be brought to the current Step 1, as outlined in Article 9, Section 2. Those officers already earning more than the current Step 1 amount shall have their wages frozen until their wages fall below the Step 1 amount.

TA 9/10/2015

City Proposal 9-10-15

ARTICLE 15
SENIORITY

Section1: The City agrees that, seniority shall consist of continuous, full-time, accumulated paid service as a Police Sergeant.

Section2: In the event that a bargaining unit member terminates employment as a Sergeant, that bargaining unit member's seniority will cease. However, seniority shall accumulate during leaves of absence due to injury, illness, vacation, military or any other leave authorized and approved by the City. Any bargaining unit member who elects to take an authorized leave-of-absence for up to 180 days shall maintain his seniority.

Section3: Vacation periods for each calendar year shall be drawn by bargaining unit members on the basis of seniority. When conflicts arise in scheduling vacation leaves, the bargaining unit member with the greatest seniority shall be given first consideration.

Section4: Requests from two (2) or more bargaining unit members with the same seniority date, under the provisions of this Agreement, shall be considered non-determinative, and all decisions regarding these requests shall be at the discretion of the Chief of Police or his designee.

Section5: During reduction-in-force situations, bargaining unit employees who are veteran preference-eligible, as defined by state law, shall have 1 year added to their accumulated paid service for every year of active duty during a qualifying period. Partial year service shall be calculated accordingly. The Florida Department of Veterans' Affairs (DVA) shall serve as the arbiter with respect to determining qualifying active duty. In such cases, all DVA correspondence shall be copied to the Association.

City Proposal 9-10-15 ARTICLE 16 **1-20-16 CITY AND UNION AGREED TO CHANGES** SAFETY

Section 1: The City will make reasonable efforts to provide employees with a safe working environment. However, both the City and the Association recognize the inherent dangers associated with law enforcement.

Section 2: Any established City Safety Committee shall request the participation of an Association Representative.

Section 3: The City Safety Committee shall not have the jurisdiction to review any accidents involving a Code 3, swift response and/or hot pursuit. Nothing shall preclude the Chief of Police or his designee from conducting accident investigations.

Section 4: No bargaining unit member shall be required to work more than twelve (12) consecutive hours, unless agreed to by the bargaining unit member, or shall volunteer for additional overtime hours, if either results in the bargaining unit member not receiving eight (8) hours of off-duty time, except during a civil emergency. It shall be the responsibility of the bargaining unit member to inform his/her supervisor of any required training and/or court appearances that are scheduled within eight (8) hours of the completion of any shift.

Section 5: No bargaining unit member shall be permitted to work more than sixteen (16) hours, including off-duty details, or two (2) shifts, in a twenty-four (24) hour period without the approval of a Lieutenant or above, except in a civil emergency or exigent circumstances.

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ARTICLE 17
INTERNAL INVESTIGATIONS

The parties recognize that from time to time the City must investigate allegations made against bargaining unit members covered by this Agreement. In order to fully investigate these allegations, the City agrees that it shall follow Section 112, Part VI (112.531-112.535) Florida Statutes, including any amendments thereto.

TA 9/10/2015

City Proposal 9-10-15

ARTICLE 18
LAYOFF AND RECALL

Section 1: Bargaining unit members shall be subject to reduction-in-force and recall on the basis of seniority in their classification with the Police Department.

Section 2: Bargaining unit members, subject to a reduction- in-force may be offered, if qualified, other positions in the Police Department or in the City.

Section 3: Bargaining unit members affected by a reduction-in- force shall be offered re-employment with the Police Department according to their seniority in their classification prior to a reduction-in-force.

Section 4: Seniority lists shall be established for each class or position affected by a reduction-in-force. All bargaining unit members shall be placed on a seniority list according to the number of consecutive years' service with the Police Department as a Sergeant.

Section 5: Any bargaining unit member, who refuses a recall for any reason, will have his name stricken from said list and will have no further right to recall.

Section 6: In the event that there is a reduction in rank of a bargaining unit member through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the bargaining unit member reduced in rank shall assume the rank of a police officer.

Section 7: In the event that there is a reduction in rank of Lieutenant through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the Lieutenant reduced in rank shall assume the rank of a Sergeant and will retain all years of seniority as a sworn law enforcement officer held prior to the demotion.

~~City Proposal 9-10-15~~ **~~1-20-16~~ CITY AND UNION AGREED TO CHANGES AT TABLE**

ARTICLE 19
DISCIPLINE

Section 1: A bargaining unit member may not be disciplined or discharged without just cause. The purpose of a disciplinary meeting or investigation shall be explained to the bargaining unit member at the beginning of the meeting or investigation.

A bargaining unit member may have no more than two (2) representative(s) present during any disciplinary investigation. A bargaining unit member may elect such representation during such disciplinary investigation or meeting when the subject of the meeting or investigation involves alleged misconduct, or when the suspension or dismissal of the bargaining unit member is being considered.

Newly-promoted probationary bargaining unit members may be demoted to the classification that they were promoted from for failure to meet standards. Bargaining unit members demoted for failure to meet standards shall not have the right to grieve such demotion under the grievance procedure of this Agreement, or the City's Personnel Rules and Regulations.

Section 2: Types of Disciplinary Actions:

- Written reprimand
- Suspension without pay (Note: forfeiture of up to forty (40) hours of accrued vacation leave and/or compensatory time may be substituted upon mutual agreement of the parties.)
- Demotion
- Dismissal

Section 3: All bargaining unit members shall have the right to sign and respond to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file.

Section 4: Written Reprimands will be considered expired if the bargaining unit member receives no further discipline two (2) years from date of issuance.

Section 5: A voluntary alternative disciplinary process, Corrective Diversion process (CDP) may be extended to bargaining unit members who meet established criteria. Appendix (B) outlines the terms and conditions of the CDP.

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ARTICLE 20
GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the bargaining unit members. Bargaining unit member's complaint should be resolved at the first level of supervision with the authority to adjust the grievance.

Section 1: Definitions and Clarifying Statements

A "grievance" is defined as a dispute or disagreement involving the interpretation, the application, or alleged violation of any article of this Agreement.

The grievance procedure set forth in either this Agreement or the City's Personnel Rules and Regulations shall be the exclusive remedy for employees to resolve any dispute(s) concerning the terms and conditions of their employment. An employee shall, upon submission of a grievance at Step I, disclose in writing which grievance procedure he/she is pursuing. Under no circumstances shall the employee or Association be permitted to change the grievance procedure under which the initial grievance was filed, or to file the same grievance under both procedures, or to file the same grievance utilizing a second grievance procedure.

If an employee decides not to be represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement.

When an employee has elected Association representation, the employee and the Representative shall be notified of any scheduled Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the employee and the Association.

As used in this Article, the term "employee" shall also mean a group of employees having the same grievance. In such event, the Association representative shall be designated to act as spokesperson and be responsible for processing this grievance. The Association will not process a grievance on behalf of an employee without that employee's consent.

The term "days" as used in this Article shall mean calendar days.

Section2: Grievance Procedures

Grievances shall be presented and adjusted in the following manner:

2.1: It is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

2.2: Every effort will be made by the parties to settle any grievances as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned. However, a moratorium will be observed annually by the parties during the winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on a Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period, all grievance time limits shall be tolled. The above-mentioned time frames may be extended by mutual agreement. The City or Association may request and mutually agree that any of the steps contained within this procedure may be waived in order to resolve a grievance as expeditiously as possible.

2.3: Grievances shall be presented in writing on a prescribed form (Appendix "C ~~D~~") in the following manner:

Step I: The employee shall first present his grievance in writing to his ~~Division commander~~ Assistant Chief within ~~ten (10)~~ fifteen (15) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ~~ten (10)~~ fifteen (15) day period shall commence running immediately upon the employee's return from such compensated leave. The Division commander shall within ~~ten (10)~~ twelve (12) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II:(a) Any grievance not satisfactorily settled at Step I will be taken up with the Chief of Police or his designee within ~~ten (10)~~ twelve (12) days from the date the ~~Division commander~~ Assistant Chief has rendered his decision. This grievance shall be in writing and a copy of the original written grievance must be attached. The Chief or his designee shall within ~~ten (10)~~ twelve (12) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II:(b) Where a grievance is general in nature, in that it applies to a number of employees, rather than a single employee, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's representative in writing directly to the Chief of Police, within ~~ten (10)~~ twelve (12) days of the Association's representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. Any such grievance shall be limited to the express term of this Agreement. For

purposes of this section the Association's representative is the executive director of the Association or any of the representatives designated by the Association pursuant to Article 4, Section 3 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager or his designee within ~~ten (10)~~ twelve (12) days from the date the Chief of Police has rendered his decision. The designee selected by the City Manager shall not be a police department employee. This grievance shall be in writing and a copy of the original written grievance must be attached. The City Manager or his designee shall within ~~ten (10)~~ twelve (12) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

It shall be the responsibility of the employee or Association to present the written grievance at each step. If the grievance is not brought to the next step by the employee within the stated time limits, the grievance shall be considered conclusively abandoned.

~~Any remedy resulting from a grievance shall be limited to the express term of this Agreement, that is, October 1, 2012 2015 through September 30, 2015 2017.~~

TA 9/10/2015

City Proposal 9-10-15

ARTICLE 21

ARBITRATION PROCEDURE

Section 1: Definitions and Clarifying Statements:

In the event an arbitrable grievance processed through the grievance procedure has not been resolved in Step III, the Association may request that the grievance be submitted to arbitration within ~~fifteen (15)~~ twenty (20) calendar days after the City Manager or his designee renders a written decision on the grievance. Within these ~~15 days~~ twenty (20) calendar days, the Association shall request that the Federal Mediation and Conciliation Services (FMCS) provide a panel of seven (7) names. A copy of the request to the FMCS shall be simultaneously provided to the City. The request to the FMCS must be submitted prior to the expiration of the ~~fifteen (15)~~ twenty (20) calendar days from the Step III grievance determination by the City Manager or his designee. ~~period~~. The holiday season moratorium outlined in Article 20, Section 2.2 shall also apply to the aforementioned deadlines.

From the panel of seven names, the Association shall strike first. The next five names shall be stricken in alternating fashion, leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. In lieu of striking names, the parties may mutually agree to an arbitrator from the list of seven (7) names provided by the Federal Mediation and Conciliation Service. This process shall be completed within fifteen (15) calendar days of receipt of the panel.

In the event a dispute exists with respect to the arbitrability of the grievance submitted to arbitration, the City and the Association agree to request from the FMCS a second panel of seven (7) names within the aforementioned twenty (20) day period. Using the striking procedure detailed herein, the parties agree to select an arbitrator within five (5) calendar days of receipt of the panel. The parties agree that the matter of arbitrability be submitted to the arbitrator, and that it be heard and resolved by the arbitrator within forty-five (45) calendar days, if possible.

Section 2: Procedures

2.1: The City and the Association shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated and a list of each party's witnesses at least ~~15 days~~ twenty (20) calendar days prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance and/or witness lists to be submitted to the arbitrator, each party shall accept service of witness subpoenas. The arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step III of the grievance

procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the National Rules for the Resolution of Employment Disputes promulgated by the American Arbitration Association.

2.2: Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The impartial arbitrator's fees and related expenses shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.3: Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

2.4: Consistent with the provisions of the Florida Public Employee Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement as agreed upon by the parties. E.g., a reinstated employee's back pay award would be limited to lost wages and benefits (i.e., made whole). Any such award that contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

Section 3: Alternative Dispute Resolution

In recognition of the parties' commitment to reconcile their differences in the least adversarial manner possible and at the lowest possible organizational level, the City and the Association may agree to participate in mediation, in-lieu-of the grievance and arbitration procedures.

During the life of this Agreement, the parties agree to experiment with alternative dispute resolution in mutually acceptable cases.

TA 9/10/2015

City Proposal 9-10-15

ARTICLE 22
SAVINGS CLAUSE

If any article, portion, provision, term or condition or section of this Agreement is found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial or administrative authority, all other articles, portions, provisions, terms or conditions and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within thirty (30) days thereafter after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, portion, provision, term or condition or section of this Agreement to bargain, if necessary, concerning that the article, portion, provision, term or condition or section found to be invalid, illegal or not enforceable unenforceable. The failure to reach any agreement shall have no effect on the other articles, portions, provisions, terms or condition or sections of this agreement which shall remain in full force and effect for the duration of this Agreement.

TA 9/10/2015

City Proposal 9-10-15

ARTICLE 23
SERVICE TO THE ASSOCIATION

The City agrees to furnish one (1) copy of the following documents to the Association, at no cost, upon request:

A. Current Final Budget
B. Current Personnel Rules and Regulations
C. Current Police Procedures Manual
D. Current Safety Manual
E. Current City Substance Abuse Policy
F. Current Education and Tuition Reimbursement Policy
G. Current Comprehensive Emergency Operations Plan

City Proposal 9-10-15

ARTICLE 24
DURATION

Section 1: All articles contained in this Agreement shall continue in full force and unchanged, except as otherwise stated herein, for a time period of three (3) years, October 1, ~~2012~~ 2015 through September 30, ~~2015~~ 2018.

Section 2: In the event either party hereto desires to negotiate a successor Agreement, said party shall serve upon the other party its written request via Certified Mail, no later than March 1, ~~2015~~ 2018.

Section 3: Upon receipt of such written request, the parties shall commence negotiations no later than thirty (30) calendar days after written requests have been received from the party desiring a successor Agreement.

Section 4: In the event that neither party requests negotiation of a successor agreement by March 1, ~~2015~~ 2018, this agreement shall automatically be continued for an additional year until September 30, ~~2016~~ 2019 with no changes.

FOR THE ~~PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION~~:

_____ _____

Daniel Harrington, President DATE
IUPA - Sergeants

_____ _____

Vincent Montagude, Vice-President DATE
IUPA - Sergeants

FOR THE CITY OF PORT ST. LUCIE:

Jeffrey A. Bremer, City Manager — DATE

CITY'S NEGOTIATING TEAM:

Jerome Post , SPHR, SHRM-SCP — DATE
Director, Human Resources

Lara Donlon, Attorney — DATE
Torcivia, Donlon, Goddeau & Ansay, P. A.

Susan Williams, PHR, SHRM-CP, CLRP — DATE
Labor Relations Administrator

Richard Del Toro, Assistant Chief of Police — DATE

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13G
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jerome Post, Human Resources Director

Agenda Item: Motion: Approval of a Tentative Agreement between the City of Port St. Lucie and the Port St. Lucie Police Officers Association, Local 6015, International Union of Police Associations, AFL-CIO.

Submittal Date: 4/4/2016

STRATEGIC PLAN LINK: Strategic Plan Goal 1: Financially Sound City, High Performance Organization.

BACKGROUND: This union represents 183 Police Officers. The current contract expired on September 30, 2015. Negotiations between the City and this union began in March, 2015, and a total of 11 bargaining sessions were held. The majority of the time was spent discussing economics, in particular health care costs, wage rates and pension benefits. The agreement before the Council was ratified by the membership on March 9, 2016.

ANALYSIS: Attached is a copy of the Agreement in legislative format along with a summary of the changes that were made listed by Article.

FINANCIAL INFORMATION: This is a 3-year agreement beginning October 1, 2015, through September 30, 2018, with no re-openers. The cost of the economic package remains within the authority granted by City Council. Included in this packet is a memo detailing the highlights of the economic package, in particular wages, health care and pension benefits.

LEGAL INFORMATION: Approved by Lara Donlon of Torcivia, Donlon, Goddeau & Ansay, P.A.as to form.

STAFF RECOMMENDATION: The recommendation is to approve this Agreement.

SPECIAL CONSIDERATION: Linked to the approval of this Agreement is a Mutual Consent Agreement that must also be approved by the Council for the implementation of the new pension benefit. The Mutual Consent Agreement satisfies the State of Florida Retirement System with SB 172, which amended Chapters 175 and 185, Florida Statutes in 2015 and will be submitted for Council approval under separate Agenda Memorandum.

PRESENTATION INFORMATION: Jerome Post, Human Resources Director, will provide a brief presentation.

REQUESTED MEETING DATE: NA

LOCATION OF PROJECT: NA

ATTACHMENTS: 1) Memo highlighting details of the Agreement; 2) Table: Summary of Changes Made; 3) Collective Bargaining Agreement between the City of Port St. Lucie and the International Union of Police Associations in legislative format.

RECEIVED

APR 0 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE

HUMAN RESOURCES

A CITY FOR ALL AGES

MEMORANDUM

To: Jeff Bremer, City Manager

From: Jerome Post, SPHR, SHRM-SCP, Human Resources Director

Date: April 4, 2016

Subject: 2015-2018 COLLECTIVE BARGAINING AGREEMENT FOR INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA) "POLICE OFFICERS"

Attached please find the tentative Collective Bargaining Agreement (CBA) spanning October 1, 2015 through September 30, 2018, reached by the City and the International Union of Police Associations (Union) representing Police Officers. The Union has advised that the agreement was ratified by its membership on March 9, 2015.

Economic Issues

This is a 3-year agreement beginning October 1, 2015, through September 30, 2018, with no re-openers. The cost of the economic package remains within the authority granted by City Council.

Wages
Salaries established per the following schedule:

STEP	FY 2014-2015	FY 2015-2016	FY2016-2017	FY 2017-2018
1	$42,000.00	$42,000.00	$42,200.00	$45,000.00
2	$44,400.00	$44,400.00	$44,700.00	$47,500.00
3	$46,800.00	$46,800.00	$47,200.00	$50,000.00
4	$49,200.00	$49,200.00	$49,700.00	$52,500.00
5	$51,600.00	$51,600.00	$52,200.00	$55,000.00
6	$54,000.00	$54,000.00	$54,700.00	$57,500.00
7	$56,400.00	$56,400.00	$57,200.00	$60,000.00
8	$58,800.00	$58,800.00	$59,700.00	$62,500.00
9	$61,200.00	$61,200.00	$62,200.00	$65,000.00
10	$63,600.00	$63,600.00	$64,700.00	$67,500.00
11	$66,000.00	$66,000.00	$67,200.00	$70,000.00
12	$68,400.00	$68,400.00	$69,700.00	$72,500.00
13	$70,800.00	$70,800.00	$73,200.00	$75,000.00

FY 2015-16
There is no change to the wage scale, but employees will receive a step increase on their anniversary date, retroactive to their anniversary date after October 1, 2015. Those at Step 13 will receive a longevity payment of $1,200 upon City Council approval.

FY 2016-17
The wage scale increases incrementally equating to an increase of 0.4% at Step 1, to 3.38% at Step 13. Employees advance to the next step on their anniversary date. Those at top step receive longevity payment of $1,200 on their anniversary date.

FY 2017-18
The wage scale increases, keeping a set dollar amount between steps. This equates to an increase of 7.1% for Step 1, but decreases in percentage to only 2.4% at Step 13. No step increase is granted in the third year. Longevity payment of $1,200 is also paid to those already at Step 13 on their anniversary date.

Health Care
Employee contributions to health care increase each year of the contract as follows:

	Current	2015-16	2016-17	2017-18
Single	$45	$47	$47	$51
Emp. + Spouse	$247	$254	$369	$418
Emp. + Children	$167	$172	$209	$237
Family	$292	$301	$372	$422

The contribution amounts are retroactive to October 1, 2015 and reflect parity with the civilian employees in FY 2015-16. The second and third year amounts reflect the desired cost share of 16% and 17% respectively. Beginning in FY 2016-17 the health care benefit will be unbundled, allowing employees to opt out of the dental and vision coverage and pay a lower monthly amount.

Pension
Those members retiring after October 1, 2015 will receive a pension multiplier of 3.27%, increased from 3.09%. In exchange, the City will receive all the money in the Excess State Monies Reserve and all funds from the State of Florida Insurance Premium Taxes. The City's contribution to the pension fund is not expected to increase because the money received from the Excess Reserve and the state funds is expected to cover the cost of the increased multiplier per the Actuary Impact Statement dated March 24, 2016.

Per SB 172, which amended Chapters 175 and 185, Florida Statutes last year, the City and the Union are advised to also sign a Mutual Consent Agreement recognizing the direction of the State monies. This Mutual Consent Agreement will be before the Council as a separate Agenda item.

Non-Economic Issues
The parties agreed to:
Limit the incentive pay language to apply to degrees earned through an accredited college or university;
Establish a joint committee to revamp the performance review system and forms;
Codify the Corrective Diversion Process

Summary of Changes to Police Officers CBA 10/1/15 – 9/30/18

Item #	Article and Section	Topic	Change Made	Effective Date
1	Art. 3 Sec. 3	Bulletin Boards	Chief has more latitude in items being posted by the union	Upon Ratification
2	Art. 3 Sec. 4	Use of City Electronic Systems	Union agrees to abide by any changes made to City policy regarding use of electronic systems, provided the change does not affect mandatory subjects of bargaining.	Upon Ratification
3	Art. 4 Sec. 5	Association Business	Union members involved in bargaining may request to flex their schedules to accommodate bargaining sessions. Approval may be denied in emergency situations	Upon Ratification
4	Art. 6 Sec. 5	Policy on use of GPS Systems	Housekeeping issue: Now that a policy is in place the language was changed from creating the policy to maintaining it.	Upon Ratification
5	Art. 9 Sec. 1	Shift Premiums Accrual Use	Bargaining unit members working the afternoon shift currently earning $1.00/hr shift premium will earn 2.5% of pay. Bargaining unit members working the night shift currently earning $1.00/hr shift premium will earn 5% of pay. Deleted language requiring use of 10 hours of accruals because it is addressed elsewhere in the CBA	10/1/16 Upon Ratification
6	Art. 9 Sec. 3	Comp Time Comp Time Pay Out	Increased the cap on comp time than can be accrued from 50 hours to 60 hours Housekeeping Issue: Comp time must be paid through regular payroll	Upon Ratification Upon Ratification
7	Art. 9 Sec. 5	Court Appearance	Increased time paid for court appearances from 2 to 3 hours, but limited the time for telephonic conferences to 1 hour.	Upon Ratification
8	Art. 9 Sec. 10	Personal Leave	Codified that personal leave days are paid as 10- hour shifts for those who work them.	Upon Ratification
9	Art. 11 Sec. 1	Performance Evaluations	Requires management to ensure performance reviews are completed or any dependent raise is granted within 90 days of the member's anniversary date.	Upon Ratification
10	Art. 11 Sec. 5	Uniform Crime Scene Investigators	Increased Specialty Assignment pay for those working as UCSI from $0.75/hr. to $1.00/hr.	Upon Ratification
11	Art. 11 Sec. 6	FTO Pay	Members acting as FTO may receive their current assignment pay in the form of comp time on an hour for hour basis.	Upon Ratification
12	Art. 11 Sec. 6A	High Liability Instructor	Codified the requirements for members to act as High Liability Instructors and allow $250 lump sum payment per calendar year	10/1/16
13	Art. 11 Sec. 8	Wages	Year One: No increase in the wage scale. Members will receive a uniform step increase equating to 5.4% in the lowest step to 3.4% at the top step. Year Two: Wage Scale Increase, establishing a uniform amount between steps and a step increase that equates to a total increase of 6.4% at the bottom step to 3.3% at the top step	10/1/15 10/1/16

Summary of Changes to Police Officers CBA 10/1/15 – 9/30/18

			Year Three: Wage Scale Increase only (no step increase) that equates to 7.1% at the bottom step to 2.4% at the top step. Establishes a uniform rate between steps	10/1/17
14	Art. 11 Sec. 8	Longevity	Year One: $1,200 Longevity paid to those at the top step Year Two: $1,200 Longevity paid to those at the top step Year three: $1,200 Longevity paid to those at the top step	Upon Ratification On Anniv. Date On Anniv. Date
15	Art. 11 Sec. 9A	College Degrees	Limits incentive pay for degrees to accredited colleges or universities	Upon Ratification
16	Art. 11 Sec. 10	Performance Evaluations	Removes the Performance Evaluation as an Appendix. Performance Evaluations will be modified by a joint committee by new language in Article 16.	Upon Ratification
17	Art. 11 Sec. 12	Civilian Ride-Alongs	Limits assignment of Ride-Alongs to 4 hours, but may be longer voluntarily.	Upon Ratification
18	Art. 12 Sec. 1	Health Care	Year One: Increases Employee contributions from 14% to 15%. Year Two: Increases Employee contributions from 15% to 16% and "unbundles dental, vision Year Three: Increases Employee contributions from 16% to 17% and "unbundles dental, vision	10/1/15 10/1/16 10/1/17
19	Art. 12 Sec. 1.1	Health Care Rebate Program	Housekeeping Issue: Deletes the explanation of the Health Care Rebate Program, but allows for maintenance in the same manner.	Upon Ratification
20	Art. 12 Sec. 3	"Me-Too" clause	If another employee group is afforded a lower health care contribution amount for the same health care plan, that lower amount will apply to this unit too.	Upon Ratification
21	Art. 12 Sec. 9	Bullet Proof Vest Cover	City will now provide the cover rather than pay an allowance of $125.00.	Upon Ratification
22	Art. 12 Sec. 10	Health Care for Surviving Spouses	Clarifies that Spouses of officers killed in the line of duty will be allowed to stay on the City's health care plan at no additional cost for a period of 2 years.	Upon Ratification
23	Art. 13 Sec. 2	Retirement Plans	The parties agree that the City will collect the entire amount of the state funds in exchange for a higher multiplier from 3.09% to 3.27%	Upon Ratification
24	Art. 14 Sec. 1	Sick Time Accrual	Clarifies that no more than 96 hours of sick time will be accrued per year	Upon Ratification
25	Art. 14 Sec. 5	Accelerated Accruals	Bargaining unit members who work 10-hour shifts will accrue sick time at a rate that will cap them at 96 hours in 21 pay periods. Those who work 8-hour shifts will continue to accrue at the current rate, capping at 96 hours in 26 pay periods	Upon Ratification
26	Art. 15	Annual Leave	Housekeeping Issue: The entire Article was re-written to read more smoothly. No changes were made to the benefit.	Upon Ratification
27	Art. 16 Sec. 6	Performance Evaluations	Establishes a joint committee to re-design the performance evaluation forms and the process of evaluating members	Upon Ratification
28	Art. 21	Corrective Diversion Process	Codifies the Corrective Diversion Process and includes the criteria in the Appendix	Upon Ratification

Summary of Changes to Police Officers CBA 10/1/15 – 9/30/18

	Sec. 6, 8			
29	Art. 22 Sec. 1	Grievance Procedure	Defines "days" as calendar days rather than business days.	Upon Ratification
30	Art. 22 Sec. 2.2	Grievance Procedure	Establishes a moratorium on timelines from Dec. 23 to Jan. 4 each year	Upon Ratification
31	Art. 22 Sec. 2.3	Grievance Procedure	Increases the amount of time to file (from 10 to 15 days) and advance grievances (from 10 to 12 days)	Upon Ratification
32	Art. 23 Sec. 1	Arbitration	Increases the time to file for arbitration from 10 to 15 days and establishes a moratorium on timelines from Dec. 23 to Jan 4 each year. Also establishes the procedure and timeline to argue the "arbitrability" of an issue.	Upon Ratification
33	At. 23 Sec. 2.3	Arbitration	Increases the amount of time an arbitrator has to render a decision from 30 days to 45 days.	Upon Ratification
34	Art. 26	Duration	Establishes the contract to extend from October 1, 2015 through Sept. 30, 2018	10/1/15

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF PORT ST. LUCIE

And

PORT ST. LUCIE POLICE OFFICERS ASSOCIATION,
LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

EFFECTIVE OCTOBER 1, 2015 ~~2012~~ THROUGH SEPTEMBER 30, 2018 ~~2015~~

Ratified by Bargaining Unit: ~~December 18, 2013~~

Approved by City Council: ~~January 13, 2014~~

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~~TA—4-7-15~~

PREAMBLE

This Agreement is entered into by the CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, STATE OF FLORIDA, hereinafter referred to as the City, and,PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, herein-after referred to as the Association or IUPA, for the purpose of promoting harmonious relations between the City and the Association, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

Gender Reference: All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

~~TA—4-7-15~~

ARTICLE 1

RECOGNITION

The City hereby recognizes Port St. Lucie Police Officers Association, Local 6015, International Union of Police Associations, AFL-CIO (IUPA) as the exclusive bargaining representative for all matters affecting wages, hours, and terms and conditions of employment as provided in Section 447.309(1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission on September 4, 2007.

ARTICLE 2

DUES DEDUCTION

Section1: Deductions

Bargaining unit members may authorize payroll deductions on the attached form Appendix A, as may be amended, for the purpose of paying authorized dues. The IUPA will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Department, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30)-days in advance.

Section2: Remittance

The City's remittance will be deemed correct if the Association does not give written notice to the City within fifteen (15) calendar days of a remittance, specifying the reasons it believes the remittance to be incorrect.

Section3: Indemnification

The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any check-off or payroll deduction of Association dues, and/or any other personal information contained on the form described in Section 1, above.

Section4: Termination of Deductions

Any bargaining unit member may discontinue deductions by providing written notice to the Association and the Human Resources Department. Deductions shall cease within 30 days of receiving the notice.

Section5: Insufficient Pay for Deductions

No deductions shall be made from the pay of any bargaining unit member for any payroll period in which the bargaining unit member's net earnings for that payroll, after other deductions, are less than the amount of dues to be checked off.

Section6: Processing of Dues Deductions

Dues deductions shall be processed by the City and become effective no later than thirty (30)-days from the time received in the Human Resources Department. Dues shall be remitted monthly along with a list containing the name and the amount deducted, of the bargaining unit members for which remittance is made.

ARTICLE 3

BULLETIN BOARDS AND SOLICITATION

Section 1:

The City agrees to provide a dedicated bulletin board located in the briefing rooms of headquarters and the Western Regional Station. The location of these bulletin boards shall be in areas commonly used to post information for law enforcement personnel and accessible to bargaining unit members.

Section 2:

The bulletin boards shall be used for posting authorized bargaining unit member notices of official union business. The Association will not place any material on the bulletin boards, which is derogatory to the City or its management.

Section 3:

Copies of all notices to be posted on the bulletin board by the Association shall be signed and dated by the authorized bargaining unit representative and sent to the Chief of Police or his designee. The Chief of Police or his designee may make periodic inspections of the bulletin boards and remove ~~request~~ materials ~~be removed~~ that violate this Article ~~section~~, provided notice is given to the Association.

Section 4:

The City's electronic information systems, including the e-mail system and Police Department portal, shall not be used to communicate Association business, except for the following: Notice of meetings; minutes of those meetings; votes arising from those meetings; Association meetings and ratification votes. Bargaining unit members agree to abide by the City's E-mail Internet & Telecommunications Policy Adopted by Ordinance 99-87 as may be amended from time to time, except for the provisions which are mandatory subjects of bargaining.

ARTICLE 4

ASSOCIATION BUSINESS

Section 1: Association Time Bank

A. Each bargaining unit member may voluntarily contribute one (1) hour of annual leave to the Association Time Bank on an annual basis.

B. A bargaining unit member who wishes to donate said one (1) hour of annual leave, may do so at any time throughout the year.

Section 2: Eligibility to Use Association Time Bank

A. Up to a maximum of three (3) representatives in any one instance shall be granted time off paid from the Association Time Bank for the purpose of conducting Association business. Management may grant leave to no more than two (2) additional representatives if doing so does not unduly disrupt the operation of the department.

B. The President of the Association or his designee shall submit all requests for the use of the Association Time Bank to the Police Chief or his designee at least three (3) working days in advance of the requested time off. However, this shall not preclude management from granting leave with less than three (3) working days' notice.

C. The Police Chief shall have the sole discretion of approving or denying Association Time Bank usage, depending upon the manpower requirements to maintain efficient operations within the Police Department. Such discretion shall be exercised in a reasonable manner.

Section 3: Charges Against Association Time Bank

A. Association Time Bank charges will be drawn in increments of one (1) hour and will be charged for all hours during which an elected or appointed Association representative is in an on-duty release while conducting Association business as described in Section 3 (B).

B. An Association representative may request time off from the Association Time Bank for the purpose of attending Association training sessions, conferences, meetings, and other Association business not including grievance hearings, investigations, contract negotiations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations.

Section 4: Documenting Use of Association Time Bank

A. Charges against the Association Time Bank shall be documented by the use of an

Association Time Bank Authorization Form to be completed for each request, attached to this Agreement as Appendix "B" and incorporated herein.

B. The Police Chief or his designee and Association President or his designee shall keep a record of all time donated and drawn against the Association Time Bank and a detailed summary shall be submitted on October 1 and April 1 of each fiscal year to the Director, Human Resources.

Section 5: Paid Time for Association Business

A. Up to four (4) representatives of the Association will be allowed to attend collective bargaining sessions ~~negotiations~~ without loss of pay when attending during their normal hours of work. Association representatives scheduled to work on the day a negotiation session is held may request to flex his/her schedule such that the time spent at the session constitutes work time. Representatives may also be granted up to one (1) hour immediately prior to the start of a session, and up to one (1) hour immediately after a session to meet with the Association's chief negotiator without loss of pay. Finally, in the event a negotiation session lasts at least six (6) hours, a representative working a ten (10) hour shift may request to utilize the union time bank for the remainder of his shift. In emergency scenarios, approval of the aforementioned requests may be denied by the Bureau Chief.

B. One (1) Representative of the Association will be allowed to attend grievance hearings, investigations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations without loss of pay when attending during his normal scheduled hours of work. Two (2) Representatives will be allowed to attend critical incident investigations.

C. The City will not compensate any bargaining unit member who is acting as a representative of the Association when attending any grievance hearing, contract negotiation, investigation, or legislative body meeting regarding the resolution of collective bargaining impasse procedures and arbitrations that occurs outside of said member's normal scheduled hours of work.

ARTICLE 5

ASSOCIATION REPRESENTATION AND ACTIVITIES

Section 1: The City agrees that it will deal only with the authorized representatives of the Association in matters pertaining to the interpretation and application of this Agreement. The Association agrees to notify the City of the names of its authorized representatives as of the execution of this Agreement and replacement(s) thereof.

Section 2: The Association agrees that the Association and its representatives will deal only with the City Manager, Assistant City Manager, Human Resources Director, City Attorney, Assistant City Attorney, Labor Relations Administrator, Chief of Police or their respective designee(s) in matters pertaining to this Agreement.

Section 3: Representatives will be designated by the Association and identified in writing to the City.

Section 4: Neither Association representatives nor bargaining unit members shall leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other Association business without the express permission of a supervisor of the rank of Lieutenant or above in their chain-of-command. Permission will not be unreasonably withheld.

Any bargaining unit representative who finds it necessary to meet with any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain prior approval from a Lieutenant in the chain-of-command of the affected bargaining unit member. In the event that immediate contact with the on-duty bargaining unit member is necessary to preserve the on-duty bargaining unit member's rights pursuant to the Law Enforcement Officers Bill of Rights and approval from a Lieutenant is not readily available, then approval from any on-duty employee of Lieutenant or above will suffice.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1: The City agrees not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

Section 2: Language contained in this Agreement shall not foreclose any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article ~~22~~ 23, Arbitration Procedure, without representation of the Association.

Section 3: In matters involving a grievance, the Association shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

Section 4: The City shall not unilaterally alter established past practices with respect to wages, hours and terms and conditions of employment, except as otherwise permitted by law.

Section 5: ~~The Chief of Police shall develop a departmental policy on AVL/GPS systems including the utilization of data from such systems. The Association will have thirty (30) days to review and comment on the policy. The Chief of Police shall engage in good faith consideration of the Association's comments before publishing the final departmental AVL/GPS policy.~~ The Police Department shall maintain a policy on AVL/GPS system(s), including the utilization of data for such system(s). The AVL/GPS policy shall contain a prohibition of harassment of bargaining unit members. The policy must also address how the AVL/GPS data will be used in disciplinary matters. The policy shall contain a provision that discipline will not be sustained solely on AVL or GPS data.

CITY PROPOSAL – ~~4-7-15~~ 1-19-16 CITY AND UNION AGREED TO STATUS QUO

ARTICLE 7

MANAGEMENT RIGHTS

Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement.

Section 2: Prior Rights

Prior to the time when the Union became the representative of the bargaining unit members covered by this Agreement, the City had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the City and the Union have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it had ever enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

Section 3: Exclusive Rights.

It is agreed that the City and Police Department management alone shall have the authority:

(a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the City's business on the part of the Association or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, or Florida Statutes, or federal law, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. The management of its business includes the right:

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of jobs or employees, and to determine the assignment of work, and to select the hours and days to be worked on each position within the structure of the organization, subject to the limitations set forth in this Agreement.

All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include the sole and exclusive right:

(c) To determine the size and composition of its work forces;

(d) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;

(e) To hire, rehire, retire, promote, demote, evaluate;

(f) To direct, layoff and recall employees subject to the express provisions of this Agreement; to reward or reprimand, discharge or otherwise discipline employees for just cause;

(g) To maintain the efficiency of employees;

(h) To determine job content and minimum qualifications for jobs; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept;

(i) To discontinue, transfer, or assign all or any part of its operations; to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, position, or classification, department, division or operational unit;

(j) To control and regulate or discontinue the use of any property owned, used, possessed, or leased by the City;

(k) To make, or change rules and regulations, policies, practices and procedures not in conflict with the provisions of this Agreement or established past practice;

(l) To introduce new, different or improved methods, means and processes of police service and operation and otherwise manage the department and direct the work force.

The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein in Section 3, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the above rights in Section 3 shall not preclude the bargaining unit members or their representatives from filing grievances about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section4: In interpreting this Agreement, there shall be complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section5: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, fires, floods, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City as it deems necessary, during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.

~~TA – 5-6-15~~

ARTICLE 8

PROHIBITION OF STRIKES

The Association and the City agree that Sections 447.505 and 447.507, Florida Statutes, shall govern their relations regarding the prohibition of strikes.

CITY PROPOSAL – ~~8-11-15 9-8-15 9-29-15 10-6-15 11-17-15~~ 1-19-16 - CITY AND UNION AGREED TO CHANGES AT TABLE

ARTICLE 9

DAYS AND HOURS

Section 1: The work week shall consist of five (5) eight (8)-hour, or four (4) ten (10)-hour days, within a seven (7)-day period beginning on Saturday (12:01 a.m.) and ending on the following Friday (midnight). Bargaining unit members assigned other duties may have other shifts or schedules. If the Police Department wishes to create new shifts for the patrol division, it shall notify the association in writing of its desire to negotiate new shifts. Schedules shall not be changed solely for the purpose of avoiding overtime compensation during the workweek.

The City and the Association jointly agree to a "4-10" work schedule program, which shall consist of employees working four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off. Employees working the 4-10 work schedules shall be compensated on each workday for ten (10) hours of pay at straight-time rates.

The "4-10" work schedule shall be established utilizing the following shifts and workdays:

Shifts
First Shift: 10:00 p.m. – 8:00 a.m.
Second Shift: 7:00 a.m. – 5:00 p.m.
Third Shift: 3:00 p.m. – 1:00 a.m.

Work Days
Squad A: Sunday, Monday, Tuesday, Wednesday
Squad B: Wednesday, Thursday, Friday, Saturday

In year one (1) of this agreement: All bargaining unit members assigned to the entire first shift (also known as the midnight shift) shall continue to receive their base pay plus an additional one dollar ($1.00) per hour compensation.

Effective in year two (2) of this agreement; All bargaining unit members assigned to the entire first shift (also known as the midnight shift) shall receive their base pay plus an additional ~~one dollar ($1.00)~~ five (5%) percent per hour compensation. All bargaining unit members assigned to the entire third shift shall receive their base pay plus an additional 2.5% per hour compensation. The midnight shift and the third shift differential pay shall be provided following a bargaining unit member's selection or assignment of those shifts during his bi-annual seniority bid, as well as whenever:

A. A bargaining unit member is ordered to fill a vacancy on the first or third shift on any particular workday;

B. A bargaining unit member is approved to voluntarily fill a vacancy on the first or third shift on any particular work day;

C. A bargaining unit member is held over to fill a vacancy on the first or third shift.

Bargaining unit members who selected the first shift or the third shift during their bi-annual seniority bid shall receive the differential rate during periods of approved leave, except if the member is on no-pay status while on leave (i.e., no leave accruals or on unpaid administrative leave).

There shall be a seniority based bidding process for shift, squad, zone and workdays. Seniority shall be as defined in Article 17 ~~16~~. Bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make his/her shift selection, which shall commence after reasonable notice of the selection opportunity is first provided by the City. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

In the event of vacancies or reassignments due to staffing, seniority bidding will apply for the officer(s) entering the work schedule.

~~Annual leave, holiday pay and sick leave are provided as shift based benefits and, therefore, the expenditure of said leaves shall be calculated on an equivalent hourly basis. Therefore, employees who are assigned to work a ten (10) hour shift will receive, or shall utilize, ten (10) hours of annual leave, holiday pay and sick leave accordingly.~~

Further, the City and Association agree that employees may, with the consent of the Association, voluntarily elect to work a flexible schedule other than those outlined herein for the purposes of staffing special details or meeting other Departmental needs. The affected employee and the City shall agree upon such work schedules in advance.

Section 2: For purposes of determining overtime payments, all compensated hours (except sick leave) shall be construed as time worked.

Section 3: Compensatory Time. All bargaining unit members may accrue a maximum of ~~fifty~~ sixty ~~(50)~~ (60) hours compensatory time at any given time. Any compensatory time turned in over that amount will be paid as overtime. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for a maximum of ~~fifty~~ sixty ~~(50)~~ (60) hours of accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate sergeant seventy-two (72) hours in advance of the requested time off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72) hour notice.

Compensatory time shall be charged in one (1) hour minimum increments. No more than two (2) officers per shift will be off on compensatory time; however, up to two (2) additional officers may be given compensatory time off subject to approval by a Lieutenant or above. When multiple requests are submitted, seniority will apply. If insufficient officers are available to fill the required shift positions, the sergeant will meet with their district lieutenant to discuss the necessity of posting overtime. Overtime should be a last resort. If overtime is needed it should be posted immediately. If no one signs up within twenty-four (24) hours of when the position(s) is needed, then the compensatory time request shall be denied. Posting of overtime can be paid out ~~as cash only~~ in accordance with the regular City payroll process. The district lieutenant will make this decision.

Section 4: The City agrees to abide by the Fair Labor Standards Act as it relates to law enforcement personnel, except as expressly limited by a specific provision of this Agreement.

Section 5: Court Appearance. All bargaining unit members shall be paid for a minimum of ~~two (2)~~ three (3) hours when required to appear in court, state attorney hearings, responding to any court related hearing, or attend any department-mandated meeting or activity during their scheduled off-duty hours. All bargaining unit members shall be paid a minimum of one (1) hour for any telephonic conference with the State Attorney's office. Scheduled off duty hours means time:

A. Preceding a scheduled work shift

B. During a scheduled day off; or

C. Subsequent to a scheduled work shift, provided the event commences after the ending of a work shift. Therefore, in the event a bargaining unit employee is required to appear at an event during their scheduled shift, but said event continues beyond said shift, the incentive shall not be paid. However, an appearance at an event that begins during their scheduled shift and continues beyond said shift time shall be paid at the employee's applicable rate of pay. The phrase "beyond shift time" shall include travel time.

Section 6: Return to Work. All bargaining unit members shall receive two (2) hours compensation, plus all time worked, when required to return to work after the expiration of their shift. Bargaining unit members shall receive one additional hour of compensation, plus all time worked, when they are required to remain on duty, with less than two hours' notice.

Section 7: Stand by status is defined as when a bargaining unit member is required to carry a pager or other device and be available to return to work within forty-five (45) minutes or less of notice. The bargaining unit member will be paid one and one half (1.5) hour's additional regular compensation per day for stand by status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his stand by duty.

Section 8: Call-backs are defined as when a bargaining unit member is required to return to work after the completion of his shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours notice) of mandatory overtime shall negate the payment of call-back hours.

Section 9: On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The bargaining unit member will be paid one and one half (1.5) hours' additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status and be in-service within forty-five (45) minutes after being contacted. Supervisors may restrict on-call assignments for bargaining unit members who reside outside the City limits.

Section 10: All bargaining unit members may receive two (2) compensated personal leave days per year without deduction from any other accrued leave benefit. Personal leave days may be used for last minute emergencies and can be used consecutively. For bargaining unit members who are assigned to a ten hour shift, two (2) days shall mean twenty (20) hours (or two shifts) of personal leave.

~~Section11: All bargaining unit members assigned to the entire first shift (also known as the midnight shift) shall receive their base pay plus an additional one dollar ($1.00) per hour compensation.~~

Section ~~12~~ 11: Other provisions, if any, regarding days and hours, not in express conflict with this Agreement, shall be governed by the City's Personnel Rules and Regulations, currently in effect.

Section ~~13~~ 12:

A. The City will observe the following holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veterans' Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Friday after Thanksgiving
10.	Christmas Eve	December 24
11.	Christmas Day	December 25
12.	New Year's Eve	December 31

B. If a bargaining unit member works either on the actual holiday as listed above, or the date on which it is observed by the City, he/she shall be paid one and one-half times (1.5X) his/her hourly rate for all hours worked, plus eight hours holiday pay, or ten (10) hours of holiday pay if assigned to a ten hour shift. Bargaining unit members may elect to receive straight time for all hours worked and accrue twelve (12) hours of compensatory time, or fifteen (15) hours of compensatory time if assigned to a ten hour shift, as their holiday pay, subject to the provisions of Section 3, above. The holidays worked will be considered as Holiday Pay rather than overtime and, therefore, not included in the 300/hour or 275/hour overtime maximum for retirement calculations.

C. Bargaining unit members shall receive eight (8) hours of holiday pay when they are not scheduled to work during City-recognized holidays. Bargaining unit members who are assigned to a ten hour shift shall receive ten (10) hours of holiday pay when they are not scheduled to work during City-recognized holidays.

D. If the City and Association mutually recognize any discrepancy regarding the payment of holiday hours, it shall be resolved through the crediting of accrued leave benefits, such as sick, vacation or compensatory time, at the option of the bargaining unit member.

CITY PROPOSAL ~~4-7-15 9-29-15 10-1-15~~ ~~1-19-16~~ – CITY AND UNION AGREED TO STATUS QUO

ARTICLE 10

I - FITNESS FOR DUTY

Section 1: All bargaining unit members shall be physically fit for duty for their shift and twenty-four (24) hours per day during those calendar days assigned to be on-call.

Section 2: Bargaining unit members may be ordered to report for duty by shift supervisors or higher ranking Police Department Officials.

Section 3: Bargaining unit members who refuse to report for duty for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All refusals by bargaining unit members to report for duty shall be documented by shift supervisors or higher ranking Police Officials and forwarded to the Chief of Police.

Section 5: The refusal to report for duty when ordered by a shift supervisor or higher ranking Police Department Official may be grounds for disciplinary action.

Section 6: Bargaining unit members will be excused from the provisions of Sections 1-5 by their supervisor or higher ranking Police Department Official when circumstances exist making it in the best interest of the Department and the bargaining unit member.

II - PHYSICAL EXAMINATION/TESTING PROCEDURES

The City reserves the right to require all bargaining unit members to have an annual physical examination by a doctor of the City's choice which may include, at the City's discretion, a psychological examination and drug and controlled substance testing. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of any such plan. One of the purposes of the said physical examination is to determine the use and/or abuse of controlled drugs and substances. In addition, the City reserves the right, at any time, to request any bargaining unit member to take a drug and/or controlled substance test and/or psychological examination with a showing of reasonable suspicion.

III - DRUGS AND CONTROLLED SUBSTANCES
TESTING POLICIES AND PROCEDURES

All policies, procedures, and disciplinary actions concerning drug and alcohol testing shall be in compliance with federal law and Florida Statutes.

The Association acknowledges that the City's Substance Abuse Policy adopted by Ordinance (91-9) is incorporated herein by this reference.

IV – PHYSICAL FITNESS AND WEIGHT CONTROL PROGRAM

The City reserves the right to establish and to require bargaining unit members to participate in a physical fitness and weight-control program. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of such plan.

CITY PROPOSAL – ~~8-11-15 9-29-15 10-6-15 11-7-15~~ 1-19-16 – CITY AND UNION AGREED TO CHANGES AT TABLE

ARTICLE 11

WAGES

Section 1: All step increases shall be solely based on merit, pursuant to Section 10 ~~13~~ of this article. Bargaining unit members shall receive a written evaluation prior to their anniversary/classification date of employment or promotion. Only those bargaining unit members who receive an evaluation that meets or exceeds standards in all categories shall be eligible to receive a merit increase. If the member's evaluation is not completed within ninety (90) days after their anniversary/classification date at no fault of the officer, the member shall automatically receive their merit increase.

Section 2: The ability to attract experienced law enforcement officers is an important component of a growing law enforcement agency. Therefore, in year one of this agreement, the City may hire officers who have full-time law enforcement experience (not including military) in federal, municipal or county law enforcement agencies, and place them in a range not to exceed Step ~~Three (3)~~ Step Five (5) of the pay plan. The Chief of Police or his designee will make decisions concerning experience.

Section 3: All annual wages shall be computed on a forty-(40) hour workweek (2,080 hours annually), and paid bi-weekly.

Section 4: Computation of Overtime. All bargaining unit members shall be paid time and one-half (1 ½) their regular rate for all hours worked over forty (40) during the work week.

Section 5: Assignment to Investigative Unit. All bargaining unit members who are not on modified duty, while assigned full time for a period of time exceeding twelve (12) consecutive weeks to the Criminal Investigations Division, Special Investigations Division (S.I.D.), or the Professional Standards Division shall receive an additional one dollar ($1.00) per hour compensation. Bargaining unit members serving as active Uniform Crime Scene Investigators for a period of time exceeding twelve (12) consecutive weeks shall receive an additional ~~seventy-five ($0.75) cents~~ one dollar ($1.00) per hour compensation.

Section 5A: Assignment to K-9 Unit. All K-9 officers assigned a K-9 dog shall receive 1.5 additional hours compensation on each of their scheduled days off for the care and handling of the K-9 dog, unless the K-9 is placed under the care of someone else.

Section 6: Assignment to FTO Program. Bargaining unit members assigned as Field Training Officers (FTOs) on a ten (10) hour shift shall receive an additional 2 hours of compensation for each day they are acting in the capacity of a trainer for a newly hired probationary employee. For bargaining unit members assigned to an eight (8) hour shift, the compensation shall be an additional 1.5 hours of compensation. In lieu of compensation, bargaining unit members may be granted compensatory time on an hour for hour basis (e.g., members assigned to a ten hour shift will receive two hours of compensatory time).

Section 6A: High Liability Instructor – Effective in year two (2) of this agreement: Bargaining unit members assigned as a High Liability Instructor, must have three (3) years of experience as a law enforcement officer, must have completed the FDLE Instructor Technique course, and must have instructed a minimum of twenty (20) hours of instruction (two (2) classes, as approved by the Chief of Police, to receive the incentive of a lump sum of $250.00 per calendar year.

Section 7: Assignment to Sergeant. Bargaining unit members assigned as 'Acting Sergeants' for a minimum of four (4) hours per shift shall receive an additional one and one-half (1.5) hours of additional compensation per shift. A Lieutenant or higher ranking officer must approve this assignment.

Section 8: All wage increases are limited to the duration of this Agreement.

~~POLICE OFFICER PAY PLAN~~

~~The new STEP pay schedule will be in place on October 1, 2013 or the date of ratification by the bargaining unit, whichever is later.~~

STEP	FY 2012-2013	FY 2013-2014	FY2014-2015
~~1~~	~~$41,358.25~~	~~$42,000.00~~	~~$42,000.00~~
~~2~~	~~$42,599.00~~	~~$44,400.00~~	~~$44,400.00~~
~~3~~	~~$43,876.97~~	~~$46,800.00~~	~~$46,800.00~~
~~4~~	~~$46,348.97~~	~~$49,200.00~~	~~$49,200.00~~
~~5~~	~~$48,820.97~~	~~$51,600.00~~	~~$51,600.00~~
~~6~~	~~$51,292.97~~	~~$54,000.00~~	~~$54,000.00~~
~~7~~	~~$53,764.97~~	~~$56,400.00~~	~~$56,400.00~~
~~8~~	~~$56,236.97~~	~~$58,800.00~~	~~$58,800.00~~
~~9~~	~~$58,708.97~~	~~$61,200.00~~	~~$61,200.00~~
~~10~~	~~$61,180.97~~	~~$63,600.00~~	~~$63,600.00~~
~~11~~	~~$63,652.97~~	~~$66,000.00~~	~~$66,000.00~~
~~12~~	~~$67,980.00~~	~~$68,400.00~~	~~$68,400.00~~
~~13~~		~~$70,800.00~~	~~$70,800.00~~

~~(FY 2013-2014) Bargaining unit members will be slotted into the lowest step which gives them a raise on the date of union ratification.~~

~~(FY 2013-2014) Bargaining unit members will move to the next step on January 1, 2014 or their anniversary date, whichever is earlier. No bargaining unit member will receive a change effective prior to the union ratification.~~

~~(FY 2013-2014) Bargaining unit members at top step will not receive longevity pay.~~

~~(FY 2014-2015) Bargaining unit members will continue with the same salary/step schedule as the previous year.~~

~~(FY 2014-2015) Bargaining unit members will move to the next Step on their anniversary date.~~

~~(FY 2014-2015) Bargaining unit members at the top step will not receive longevity pay.~~

POLICE OFFICER PAY PLAN

STEP	FY 2014-2015		FY 2015-2016		FY2016-2017		FY 2017-2018
1	$42,000.00	1	$42,000.00	1	$42,200.00	1	$45,000.00
2	$44,400.00	2	$44,400.00	2	$44,700.00	2	$47,500.00
3	$46,800.00	3	$46,800.00	3	$47,200.00	3	$50,000.00
4	$49,200.00	4	$49,200.00	4	$49,700.00	4	$52,500.00
5	$51,600.00	5	$51,600.00	5	$52,200.00	5	$55,000.00
6	$54,000.00	6	$54,000.00	6	$54,700.00	6	$57,500.00
7	$56,400.00	7	$56,400.00	7	$57,200.00	7	$60,000.00
8	$58,800.00	8	$58,800.00	8	$59,700.00	8	$62,500.00
9	$61,200.00	9	$61,200.00	9	$62,200.00	9	$65,000.00
10	$63,600.00	10	$63,600.00	10	$64,700.00	10	$67,500.00
11	$66,000.00	11	$66,000.00	11	$67,200.00	11	$70,000.00
12	$68,400.00	12	$68,400.00	12	$69,700.00	12	$72,500.00
13	$70,800.00	13	$70,800.00	13	$73,200.00	13	$75,000.00

(FY 2015-2016)

Bargaining unit members shall maintain the same salary schedule as FY 14-15.

Effective 10/1/2015, bargaining unit members shall advance one step. Bargaining unit members who were hired on 10/1/15 or later do not advance one step in the fiscal year.

Effective 10/1/2015, bargaining unit members will receive $1,200.00 longevity pay upon ratification by both parties for those at Step 13.

(FY 2016-2017)

Bargaining unit member will move to same step on 10/1/2016. (Example: a bargaining unit member at Step 4 at $49,200.00 will move to Step 4 at $49,700.00 on 10/1/16).

Step advancement on anniversary date.

$1,200.00 longevity pay on their anniversary date for those at top step.

(FY 2017-2018)

Bargaining unit member will move to same step on 10/1/2017. (Example: a bargaining unit member at Step 4 at $49,700.00 will move to Step 4 at $52,500.00 on 10/1/17).

Bargaining unit member will not advance a step on their anniversary date.

$1,200 longevity pay on anniversary date for those at top step.

Section ~~11~~ 9: Incentive Pay

A. The City agrees that the following list is all-inclusive. This list may be modified from time to time, upon mutual agreement.

Employees who obtain a degree from State or nationally accredited college or university ~~educational organizations~~ are granted incentive pay in accord with these provisions. Educational incentive pay is provided only when the degree is relevant to the employee's position and job duties.

In order to obtain incentive pay, subsequent to completing their degree, bargaining unit members must submit a letter or memorandum to the Chief of Police or his designee together with proof of their degree. ~~or completion of an Educational Program ("submission").~~ Bargaining unit members whose ~~submission and~~ degree comport with this article will receive incentive pay per the following:

Degree Program:
Associates
Bachelor's
Master's
Doctoral

Incentive pay shall be issued as a one-time lump sum payment as follows: $500 for an Associate or Bachelor's Degree Program completion, and $1,500 for a Master's or Doctoral Degree Program completion. The payment of incentive pay does not affect classification dates or classification increases. Educational incentive pay is limited to $1,500 per fiscal year.

B. Loss of required certification(s) may result in a commensurate decrease in pay and change in status (i.e., demotion, transfer to another division or department), depending upon the requirements of the position.

C. Bargaining unit members must obtain written approval in advance from a Department Head to ensure that any degree, course, license, or training outlined in this section will qualify for incentive pay. Advance approval shall also be sought concerning the associated costs (i.e., course fees, travel expenses, etc.) Any determination shall be based on departmental funding and job relatedness. A denial shall not be subject to the grievance and arbitration procedure, but may be appealed to the City Manager for resolution.

Section ~~12~~ 10: Increases

All step increases are contingent upon the bargaining unit member receiving an overall rating of "Exceeded Standards" or Met Standards" on his annual evaluation. ~~The evaluation form is attached to this Agreement as Appendix "C" and incorporated herein~~

If the bargaining unit member receives an overall rating of "Failed to Meet Standards", he shall not receive a step plan increase at the time of initial evaluation. The bargaining unit member shall be re-evaluated in 30, 60 and 90 days. At the end of the 90-day period, if the bargaining unit member achieves a rating of "Met Standards", he will receive his normal step increase, effective the date of

the re-evaluation.

Section ~~13~~ 11: Duration

Bargaining unit members shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, ~~2015,~~ 2018 except as re-negotiated and ratified by the parties.

Section ~~14~~ 12: Assignment of Civilian Ride Along.

Supervisor assignments with a Civilian Ride Along shall be limited to four (4) hours per shift. If a bargaining unit member volunteers to accept a Civilian Ride Along, the Civilian Ride Along may be longer than four (4) hours.

ARTICLE 12

BENEFITS

Section 1: The following benefits shall remain in force:

Uniforms & Equipment **	$50,000 A.D. & D. Insurance
Credit Union Membership*	Cancer Care Plan *
$50,000 Life Insurance	Pre-Paid Legal *
Prescription Drug Plan	Long- and Short-Term
~~Annual Leave~~	Disability Plans
Dental Plan	Employee Assistance Programs
Vision Care Plan	Health Insurance

* Payroll deducted benefit.
** Initial uniforms upon hire to include five (5) shirts (either long- or short-sleeved, or any combination thereof), and five (5) trousers. Replacements for uniform shirts and/or trousers damaged in the line of duty will be made as required.

Employee and City Health Contributions ~~and Co-payments~~

~~Effective October 1, 2013, the City and the employee shall each continue to provide monthly dollar amount contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:~~

~~**Employee Contribution**~~	~~**Employer Contribution**~~		~~**Total Contribution**~~			
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~40~~	~~8~~	~~459~~	~~92~~	~~499~~	~~100~~
~~Emp.& Spouse~~	~~151~~	~~12~~	~~1,109~~	~~88~~	~~1,260~~	~~100~~
~~Emp.& Children~~	~~111~~	~~12~~	~~813~~	~~88~~	~~924~~	~~100~~
~~Emp.& Family~~	~~193~~	~~12~~	~~1,412~~	~~88~~	~~1,605~~	~~100~~

~~Effective January 1, 2014, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:~~

~~**Employee Contribution**~~	~~**Employer Contribution**~~		~~**Total Contribution**~~			
	~~$~~	~~%~~	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~43~~	~~8~~	~~497~~	~~92~~	~~540~~	~~100~~
~~Emp.& Spouse~~	~~219~~	~~14~~	~~1,348~~	~~86~~	~~1,567~~	~~100~~
~~Emp.& Children~~	~~149~~	~~14~~	~~913~~	~~86~~	~~1,062~~	~~100~~
~~Emp.& Family~~	~~260~~	~~14~~	~~1595~~	~~86~~	~~1,855~~	~~100~~

~~Effective October 1, 2014, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:~~

~~Employee Contribution~~	~~Employer Contribution~~		~~Total Contribution~~	
	~~$~~	~~%~~	~~$~~	~~%~~
~~Employee Only~~	~~45~~	~~8~~	~~522~~	~~92~~
~~Emp.& Spouse~~	~~247~~	~~15~~	~~1,399~~	~~85~~
~~Emp.& Children~~	~~167~~	~~15~~	~~947~~	~~85~~
~~Emp.& Family~~	~~292~~	~~15~~	~~1655~~	~~85~~

~~Total Contribution~~	
~~$~~	~~%~~
~~567~~	~~100~~
~~1,646~~	~~100~~
~~1,114~~	~~100~~
~~1,947~~	~~100~~

Bargaining unit members shall be responsible for the following co-payments. The co-pay for covered physician visits shall be $20 per visit for Primary Care physicians and $40 per visit for Specialist physicians. A co-pay for an emergency room visit shall be $50 per visit. (This co-pay shall be waived in the event that the employee is admitted to the Hospital for treatment.) The cost for covered prescriptions shall be $10 per generic prescription, $30 per preferred brand name prescription, and $50 for non-preferred brand name prescription. Mail order prescriptions (90-day supply) shall be $20 per covered generic prescription, $40 per covered preferred brand name prescriptions, and $60 for non-preferred brand name prescription.

~~A bargaining unit member is subject to a $300 Calendar Year Deductible.~~

Effective October 1, 2015, the City and the employee shall each continue to provide monthly dollar amount contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

Effective October 1, 2015, all bargaining unit members will pay retro to 10/1/2015 for the employee contribution to the health insurance.

EMPLOYEE/EMPLOYER CONTRIBUTIONS – MONTHLY
FY 2015-2016

	Employee		Employer	
Single	8%	$ 47.00 Total	92%	$ 537.00 Total
Emp. + Sp.	15%	$ 254.00 Total	85%	$ 1,441.00 Total
Emp. + Ch.	15%	$ 172.00 Total	85%	$ 976.00 Total
Family	15%	$301.00 Total	85%	$1,705.00 Total

Effective October 1, 2016, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below.

EMPLOYEE CONTRIBUTION-MONTHLY
FY 2016-2017

Tier	%	Medical	Dental	Vision	Total
Single	8%	44.18	2.35	.47	47.00
Emp. & Sp.	16%	346.86	18.45	3.69	369.00
Emp. & Ch.	16%	196.46	10.45	2.09	209.00
Emp. & Fam.	16%	349.68	18.60	3.72	372.00

EMPLOYER CONTRIBUTION-MONTHLY
FY 2016-2017

Tier	%	Medical	Dental	Vision	Total

Single	92%	512.30	27.25	5.45	545.00
Emp. & Sp.	84%	1,818.90	96.75	19.35	1,935.00
Emp. & Ch.	84%	1,029.30	54.75	10.95	1,095.00
Emp. & Fam.	84%	1,833.94	97.55	19.51	1,951.00

Effective October 1, 2017, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below.

EMPLOYEE CONTRIBUTION-MONTHLY
FY 2017-2018

Tier	%	Medical	Dental	Vision	Total
Single	8%	47.94	2.55	.51	51.00
Emp. & Sp.	17%	392.92	20.90	4.18	418.00
Emp. & Ch.	17%	222.78	11.85	2.37	237.00
Emp. & Fam.	17%	396.68	21.10	4.22	422.00

EMPLOYER CONTRIBUTION-MONTHLY
FY 2017-2018

Tier	%	Medical	Dental	Vision	Total
Single	92%	547.08	29.10	5.82	582.00
Emp. & Sp.	83%	1,919.48	102.10	20.42	2,042.00
Emp. & Ch.	83%	1,086.64	57.80	11.56	1,156.00
Emp. & Fam.	83%	1,935.46	102.95	20.59	2,059.00

1.~~2~~ 1: Health Insurance Rebate Program:

Since the total contributions for the health insurance plan, as identified in Section 1~~: #2 above~~, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City ~~agrees to~~ established a rebate program for situations when the actual annual fund expenses are less than the projected expenses. There will be no increase in employee or city contributions required in the event actual expenses are greater than budgeted. This rebate program should encourage employees to stay as healthy as possible and thereby keep health costs down.

The rebate will be calculated annually in the same manner as previously. ~~by comparing budgeted expenditures in the Health Insurance Fund (#605) as identified in the annual City budget adopted each September for the ensuing fiscal year (Original Budget) with actual expenses as identified in the end of the year (September 30th) financial statements for the fund. The budgeted expenses for Fiscal Year 2013-2014 are $14,891.425. If annual expenses are less than budgeted expenses, employees and the City shall receive proportionate share rebates based on the number of employees in each plan, the plan that an employee has selected and the employee/City percentage split of contribution for that year.~~

~~The spreadsheet identified as Appendix D of this contract provides an example of a rebate calculation. The formula used to determine the rebate for an individual employee is as follows:~~

~~The overall savings in costs, as determined by the September 30th financial statements, is inserted in cell C13 of the Health Plan rebate Excel spreadsheet. The set formulas will allocate this amount of the four tiers of coverage (column). These amounts are then divided by the number of employee contracts/participants (column D) to show the savings per participant per tier of coverage (column E). That figure is then split by the funding ratios for the Employee and City as set by this contract.~~

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable no later than December ~~15,~~ following the end of the fiscal year. ~~with the first rebate to be distributed, if applicable by December 15, 2014.~~

Section 2: If, during the life of this Agreement, health plan costs increase or coverages are modified or withdrawn by carriers or providers, the City reserves the right to reopen this article for negotiation.

Section 3: During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a lower health care contribution amount for the same health care plan as this unit, that lower contribution amount will be granted to the members of this bargaining unit.

During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a different health care plan with different contribution amounts, that same plan and contribution amounts will be offered to the members of this bargaining unit.

Section ~~3~~ 4: All bargaining unit members while assigned full-time to the Criminal Investigations Division, Special Investigations Division (S.I.D), or the Professional Standards Division for a period of time exceeding twelve (12) consecutive weeks shall receive a $60.00 per month clothing allowance, while so assigned. Other practices regarding uniforms and equipment shall remain unchanged.

Section ~~4~~ 5: All bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 3 shall receive twenty dollars ($20.00) per pay period for uniform cleaning and maintenance.

Section ~~5~~ 6: All bargaining unit members shall be eligible to participate in City-provided benefit plans on the first day of the month following their date-of-hire. Pension plans may have other length of employment requirements.

Section ~~6~~ 7: The City shall reimburse bargaining unit members to a maximum of $850.00 for the purchase of bulletproof vests. Bulletproof vests shall be replaced in accordance with the manufacturer's specifications.

Section ~~7~~ 8 : The City agrees to provide annually to ~~reimburse~~ bargaining unit members ~~to a maximum of $125.00 per year to purchase or replace~~ an outer bulletproof vest cover.

Section ~~8~~ 9: Officers assigned to uniform duties shall receive an annual allowance of one-hundred fifteen ($115) dollars for the purchase of shoes, pursuant to Police Department General

Order specifications. Payment of this amount shall coincide with the month of the bargaining unit member's anniversary date-of-hire.

Section ~~9~~ 10: The City agrees to continue to pay the applicable employer portion of the bargaining unit members' health insurance benefit costs ~~premiums~~ if the bargaining unit member is permanently disabled as a result of a job-related injury. The City reserves the right to have any bargaining unit member applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member is killed in the line of duty, the surviving spouse and dependents will not be required to pay the employee's elected monthly contribution for medical, dental and/or vision insurance for a period of two (2) years following the death of the employee. ~~the City shall continue to provide~~ After two years from the death of the employee. the ~~to~~ bargaining unit member's spouse and dependent children, ~~in accordance with Florida law~~ will continue to pay the employee's elected portion of the health insurance costs at the rates set by the City annually, and in accordance with eligibility requirements and applicable state and federal law..

Section ~~10~~ 11: Any recoupment of overpayment to a bargaining unit member shall be over the same time period that the overpayment was made, unless the member agrees to a shorter notice period.

Section 11:

A. Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes is:

1) maliciously or intentionally injured; or
2) injured during department approved and supervised training; or
3) injured while responding to an unlawful act perpetrated by another; or
4) injured while engaging in a law enforcement activity to be defined as within on-duty routine patrol procedures and on-duty criminal investigations conducted within departmental guidelines and Florida Statutes.

and thereby sustains a job related injury or illness as deemed compensable under Chapter 440 shall be entitled to full-pay status, if said injury or illness results in lost time, for a maximum of 12 months from the date of injury. An extension of up to an additional 6 months may be granted with the approval of the City Manager. The member is not required to use sick, vacation, or other leave.

B. The granting of leave in accordance with this section shall require the submission of a medical report to the City's Risk Management department. The report shall provide a current diagnosis of the member's injury, recovery, and ability to return to work.

C. When a member is on leave pursuant to this section, any worker's compensation payments received from the insurance carrier shall be immediately remitted to the City. The member shall receive 100% of his wages (full pay) directly from the City.

D. An employee, while on disability leave pursuant to this section, shall not be eligible to earn or accrue leave benefits after 30 days.

CITY PROPOSAL ~~– 8-11-15 9-10-15 9-29-15 10-13-15 11-17-15~~ 1-19-16 – CITY AND UNION AGREED ON CHANGES AT TABLE

ARTICLE 13

RETIREMENT PLANS

Section 1: The City agrees to provide bargaining unit members with a pension plan contribution of a minimum of 10.5% of their gross taxable wages, except as limited in Section 6.

Section 2:

A. Bargaining unit members who are not enrolled in the Police Officers Retirement Trust Fund (185 Plan) may apportion their 10.5% City contribution to the ICMA 401A, and/or Prudential Pension Plans.

B. Bargaining unit members participating in the Prudential Pension Plan may continue their participation until the City terminates this Plan, ~~at which time Section 2.a. shall be applicable.~~ A bargaining unit member who is not currently participating in the Prudential Pension Plan may not direct his contributions to this Plan.

Section 3: For members who retire on or after October 1, 2015, ~~The~~ the benefit rate for eligible distributes shall be ~~three and nine hundredths percent (3.09%).~~ three and twenty-seven hundredths percent (3.27%). All funds in the "Excess State Monies Reserve" shall be used to fund this benefit enhancement for the term of this agreement. All funds from the State of Florida Insurance Premium taxes from October 1, 2015, shall be available to the City to fund the City share of the pension plan and shall not be available for future benefit enhancements. In the event that the State of Florida Insurance Premium Tax funding model is substantially changed causing a reduction in the funds available to the city, the parties agree to open bargaining to address the shortfall.

Section 4: Bargaining unit members were previously offered ~~shall be granted~~ a one-time option to opt-in the 185 Plan, subject to the applicable requirements outlined by the police pension board.

Section 5: For service earned prior to the effective date of this Agreement, the total overtime compensation during that period shall be included as pensionable earnings. Upon the ratification of this Agreement, a maximum of 300 overtime compensation hours per fiscal year will be included as pensionable earnings for all employees hired before the ratification. The City shall continue to contribute 10.5% for overtime hours earned in excess of 300, to be deposited in a city defined contribution plan. For employees hired after April 1, 2013, excluding individuals already in the hiring process, a maximum of 275 overtime compensation hours shall be included as pensionable earnings. The City shall continue to contribute 10.5% for overtime hours earned in excess of 275, to be deposited in a city defined contribution plan.

Section 6: Effective May 6, 2013, no sick leave or annual leave accrued thereafter shall be included in the calculation of pensionable earnings.

Section 7: The parties agree that the Last-in First Out (LIFO) method will be utilized with

respect to the usage of sick leave and annual leave after the ratification of this Agreement. Therefore, employees who use leave time accrued after the ratification of this Agreement shall be debited from these post-ratification accruals, provided the employee has sufficient leave. In the event an employee has insufficient post-ratification accruals and, therefore, must use pre-ratification accruals, he/she may replenish the utilized pre- ratification accruals.

Section 8: For pensionable earning calculations, the pre-ratification sick leave and annual leave value shall be based on the rate of pay as of the date of retirement.

CITY PROPOSAL ~~4-7-15 9-8-15 10-6-15~~ 1-19-16 – CITY AND UNION AGREED TO CHANGES AT TABLE

ARTICLE 14

SICK TIME

Section 1: All bargaining unit members shall accrue ninety six hours ~~twelve (12) days~~ of sick time (96 hours) annually. Accrual shall begin from the date of employment and accrued hours may be carried over from year to year. There will be no limit on the amount of sick time a bargaining unit member may accrue.

Section 2: All absences of more than three (3) days or shifts may require verification of illness or disability from a physician prior to or upon return to duty, unless such time is on a weekend or a holiday period; then the bargaining unit member may obtain such notification on the second day back to work.

Section 3: The City, at the City's expense, reserves the right to have bargaining unit members examined by physicians to determine mental and/or physical fitness for duty. Bargaining unit members found physically or mentally unfit for duty shall be placed on a Leave of Absence, transferred or have their job duties modified, depending upon the individual circumstances. Accrued paid leave benefits may be used.

Section 4: If a bargaining unit member does not use any sick time in the twelve (12)-month period, from anniversary date to anniversary date, the bargaining unit member shall receive as an incentive eight (8) hours of vacation time, immediately following his/her anniversary date of employment.

Section 5: All bargaining unit members may be compensated for accrued, unused sick time hours based upon the following schedule:

Years of Employment	Paid Percentage
5 - 9	50%
10 - 14	60%
15 - 19	75%
20+	100%

Bargaining unit members who are normally scheduled for ten (10) hour shifts will accrue sick leave hours at an accelerated rate, capping their annual amounts over a period of 21 pay periods.

Bargaining unit members who are normally scheduled for eight (8) hour shifts will accrue sick leave hours at the normal rate, capping their annual amounts over a period of 26 pay periods.

Sick leave accrual of all bargaining unit members will continue to be capped at 96 hours per year.

Payments shall be made only when a bargaining unit member separates from City employment in good standing, and shall be limited to a maximum of 1,040 hours.

Section 6: Donated Sick Time

Bargaining unit members may also receive donated sick time from any bargaining and non-bargaining unit employee. The bargaining unit member making the donation shall be employed with the City for more than five (5) years. The bargaining unit member may only receive a maximum of twenty-four (24) hours per donor within a twelve month period. The donated sick time may only be used for FMLA matters directly involving the member. Donated sick time shall not be used for intermittent FMLA leave.

ARTICLE 15

CITY PROPOSAL – ~~4-7-15 9-8-15~~ 10--15 ~~1-19-16 – CITY AND UNION AGREED TO CHANGES AT TABLE~~

ANNUAL LEAVE

Section 1: All bargaining unit members shall accrue annual leave on a bi-weekly basis as of their date of hire as follows:

Years Employed	Hours Accrued Per Year
0-3	80 hours
4-9	120 hours
10-19	160 hours
20 +	200 hours

Bargaining unit members who are normally scheduled for ten (10) hours shifts will accrue annual at an accelerated rate, capping their annual amounts over a period of twenty-one (21) pay periods.

Bargaining unit members who are normally scheduled for eight (8) hour shifts will accrue annual leave at the normal rate, capping their annual amounts over a period of twenty six (26) pay periods.

Annual leave accrual will continue to be capped at a rate based on the members years of service.

Section 2: Annual leave may be accrued to a maximum of two-hundred forty (240) regular hours. Bargaining unit members are eligible to use accrued annual leave after completing six (6) consecutive months of employment from their hire date. A member will be charged annual leave in minimum increments of one (1) hour. Bargaining unit members are not charged for holidays that occur during their scheduled annual leave time.

Section 3: Requests for forty (40) or more hours of annual leave should, to the extent practicable, be submitted to the Chief's designee

Section 4: No paid annual leave is permitted in advance of being accrued. Bargaining unit members are not permitted to take more than twenty (20) days of annual leave in any six (6) month period without permission of the Police Chief or his designee.

Section 5: If management cannot accommodate a bargaining unit member's request to use accrued annual leave, the Police Chief may recommend that the member be compensated for up to eighty (80) hours of their accrued annual leave, prior to the member's next anniversary date of employment. Approval is contingent upon concurrence of the City Manager and verification that funds are available. If approval is denied the bargaining unit member can submit a new annual leave request.

Section 6: A bargaining unit employee will not be paid for accrued leave in lieu of taking such annual leave except upon separation or pursuant to this section. Members leaving City

employment after more than six (6) months of continuous employment with the City will receive payment for any accrued annual leave as of the date of separation. Payment for accrued annual leave does not apply to members having less than six (6) months of employment. Payment for unused accrued annual leave is limited to a maximum of two-hundred forty (240) regular hours, computed at the employee's base rate of pay at time of separation.

Section 7: After utilizing at least eighty (80) hours of accrued annual leave in the preceding twelve (12) months, a bargaining unit member may request to sell back a portion of his/her remaining accrued annual leave balance. Approval is contingent upon budget restrictions and the concurrence of the City Manager.

Section 8: A bargaining unit member's accrued annual leave at the time of his/her death will be paid to the member's beneficiary, surviving spouse, or estate, as determined by law or by the executed forms in the member's personnel file.

~~ARTICLE 15~~ 16

~~TA – 4-7-15~~

PROBATIONARY PERIODS & PERFORMANCE EVALUATIONS

Section 1: All bargaining unit members shall receive a written evaluation from their immediate supervisor annually. Probationary bargaining unit members shall be evaluated on a more frequent basis. Initial probation shall be from the date-of-hire until one (1) year after the successful completion of the F.T.O. program. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police or his designee. Written notice shall be provided to the bargaining unit member and the Association prior to the expiration of the initial probationary period.

Section 2: All Bargaining unit members will be evaluated on their job performance only and shall not be expected to meet performance standards that are not part of the requirements of their position.

Section3: A bargaining unit member who is failing to meet performance standards will be notified by his supervisor of the area(s) to be corrected and be allotted reasonable time to correct same.

Section 4: Bargaining unit members who do not meet all performance standards may request a review of the evaluation by a Police Department official of the next rank above the reviewer. The evaluation may be modified by this reviewer or by a higher Police Department authority.

Section 5: A bargaining unit member who fails to meet standards on his annual evaluation and is denied a merit increase has the right to grieve this action, pursuant to the grievance procedures contained in this Agreement.

Section 6: The parties agree to establish a joint committee comprised of the Chief of Police or his designee, the Human Resources Director or his designee, and two members of the union to discuss the current performance evaluation system and forms and to make recommendations to modify both. Any recommended changes must be approved through an MOU signed by both parties.

~~TA – 4-7-15~~

ARTICLE ~~16~~ 17

SENIORITY

Section 1: Seniority is computed from the date the bargaining unit member is sworn in as a Police Officer with the Port St. Lucie Police Department. When bargaining unit members are sworn in on the same date, seniority will then be computed by the members' last name. In the event that a bargaining unit member terminates employment as a Police Officer, that bargaining unit member's seniority will terminate. However, seniority shall accumulate during leaves of absence due to injury, illness, vacation, military or any other leave authorized and approved by the City. Any bargaining unit member who elects to take an authorized leave of absence for up to 180 days shall maintain his seniority.

Section 2: Vacation periods for each calendar year shall be drawn by bargaining unit members on the basis of seniority. When conflicts arise in scheduling vacation leaves, the bargaining unit member with the greatest seniority shall be given first consideration.

Section 3: Whenever bargaining unit members are provided choices regarding schedules and assignments and two (2) or more bargaining unit members make the same request, the bargaining unit member with the greatest seniority shall prevail.

Section 4: A Sergeant who is demoted to the rank of Police Officer shall be reinstated to his original seniority date held as a Police Officer with the Port St. Lucie Police Department.

~~TA – 4-7-15~~

ARTICLE ~~17~~ 18

SAFETY

Section 1: The City will make reasonable efforts to provide bargaining unit members with a safe working environment. However, both the City and the Association recognize the inherent dangers associated with law enforcement.

Section 2: Any established City Safety Committee shall request the participation of an Association Representative.

Section 3: Said City Safety Committee shall not have the jurisdiction to review any accidents involving a Code 3, swift response and/or hot pursuit. Nothing shall preclude the Chief of Police or his designee from conducting accident investigations.

Section 4: No bargaining unit member shall be required to work more than twelve (12) consecutive hours, unless agreed to by the bargaining unit member, or shall volunteer for additional overtime hours, if either results in the bargaining unit member not receiving eight (8) hours of off-duty time, except during a declared civil emergency. It shall be the responsibility of the bargaining unit member to inform his/her supervisor of any required training and/or court appearances, or shift, that are scheduled within eight (8) hours of the completion of any shift.

Section 5: No bargaining unit member shall be permitted to work more than two (2) shifts, including off-duty details, in a twenty-four (24) hour period without the approval of a Lieutenant or above, except in a civil emergency or exigent circumstances.

ARTICLE ~~18~~ 19

INTERNAL INVESTIGATIONS

Section 1: The parties recognize that from time to time the City must investigate allegations made against bargaining unit members covered by this Agreement. In order to fully investigate these allegations, the City agrees that it shall follow Section 112, Part VI (112.531-112.535) Florida Statutes, including any amendments thereto.

Section 2: The City further agrees to furnish the bargaining unit members with a copy of Section 112, Part VI (112.531-112.535) Florida Statutes and during the period of F.T.O. training establish instruction on the Police Officers Bill of Rights.

~~TA – 4-7-15~~

ARTICLE ~~19~~ 20

LAYOFF AND RECALL

Section 1: Bargaining unit members shall be subject to reduction-in-force and recall on the basis of seniority as a Police Officer with the Port St. Lucie Police Department.

Section 2: Bargaining unit members, subject to a reduction- in-force may be offered, if qualified, other positions in the Police Department or in the City in lieu of a reduction-in-force, and shall have their salary adjusted to the existing range of the position. For the purpose of recall, a bargaining unit member who accepts a position in another City division or department, shall only have recall rights for the time in the classification held prior to the reduction-in-force.

Section 3: Bargaining unit members affected by a reduction-in- force shall be offered re-employment with the Police Department according to their seniority in their classification prior to a reduction-in-force.

Section 4: All bargaining unit members shall be placed on a seniority list according to the number of consecutive years' service with the Police Department as a sworn officer, pursuant to Article 17 ~~16~~.

Section 5: Any bargaining unit member who refuses a recall for any reason will have his name stricken from said list and will have no further right to recall.

Section 6: For the purposes of layoff and recall only, as of the effective date of the layoff or recall, bargaining unit employees who are considered disabled veterans, as defined by state law, shall have their seniority increased by 10% of their length of service with the City. Bargaining unit employees who are considered non-disabled veterans, pursuant to state law, shall have their seniority increased by 5% of their length of service with the City.

CITY PROPOSAL – ~~5-6-15~~ ~~9-29-15~~ 1-19-16- CITY AND UNION AGREED TO CHANGES AT TABLE

ARTICLE ~~20~~ 21

DISCIPLINE

Section 1: A classified, non-probationary bargaining unit member may not be disciplined or discharged without just cause. A bargaining unit member may have a reasonable number of representative(s) present during any disciplinary investigation.

A bargaining unit member may elect such representation during such disciplinary investigation or meeting when the subject of the meeting or investigation involves alleged misconduct, or when the suspension or dismissal of the bargaining unit member is being considered. The purpose of the disciplinary meeting or investigation shall be explained to the bargaining unit member at the beginning of the meeting or investigation, pursuant to Florida Statute.

Section 2: During probation, the bargaining unit member can be disciplined or discharged. The discharge of probationary bargaining unit members shall not be subject to the grievance or arbitration procedures of this Agreement, nor the City's Personnel Rules and Regulations. This section does not imply that after the completion of any required probationary period classified, non-probationary bargaining unit members cannot be disciplined or discharged. However, only classified, non-probationary bargaining unit members shall have a right to file grievances or appeals concerning discipline or discharge pursuant to this Agreement or the City's Personnel Rules and Regulations. Probation shall be from the date-of-hire until one (1) year after the successful completion of the F.T.O. Program.

Section 3: Types of Disciplinary Actions:

- Written reprimand
- Suspension without pay (Note: forfeiture of up to forty (40) hours of accrued vacation leave and/or compensatory time may be substituted upon mutual agreement of the parties.)
- Dismissal
- Demotion

Section 4: All non-probationary bargaining unit members shall have the right to sign and respond to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file. Regular, classified bargaining unit members who have been placed on disciplinary probation retain all rights contained in this article.

Section 5: Written Reprimands will be considered expired if the bargaining unit member is not disciplined prior to the completion of the second annual evaluation subsequent to the reprimand.

Section 6: Terminations, written reprimands and suspensions without pay shall become effective ten (10) days after the notice of discipline has been issued, unless the bargaining unit member is participating in the Corrective Diversion Process (Appendix "C") Should the bargaining

unit member elect to grieve a suspension without pay or written reprimand, the suspension or written reprimand shall be imposed upon the determination of the City Manager or his designee upholding the suspension or written reprimand at Step III.

Section 7: Prior to the effective date of discipline the bargaining unit member may request a name clearing hearing. If requested, such hearing shall be held within five (5) working days of the request. A response shall follow within five (5) days of the hearing.

Section 8: A voluntary alternative disciplinary process, referenced to above as the Corrective Diversion Process (CDP) may be extended to bargaining unit members who meet established criteria. Appendix ("C") outlines the terms and conditions of the CDP.

ARTICLE ~~21~~ 22

GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the employees. An employee's complaint should be resolved at the first level of supervision with the authority to adjust the grievance.

Section 1: Definitions and Clarifying Statements

A "grievance" is defined as a dispute or disagreement involving the interpretation or the application of specific provisions of this Agreement.

The grievance procedure set forth in either this Agreement or the City's Personnel Rules and Regulations shall be the exclusive remedy for employees to resolve any dispute(s) concerning the terms and conditions of their employment. An employee shall, upon submission of a grievance at Step I, disclose in writing which grievance procedure he/she is pursuing. Under no circumstances shall the employee or Association be permitted to change the grievance procedure under which the initial grievance was filed, or to file the same grievance under both procedures, or to file the same grievance utilizing a second grievance procedure.

If an employee decides not to be represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Association shall be provided with notice to all grievance meetings.

When an employee has elected Association representation, the employee and the Representative shall be notified of any scheduled Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the employee and the Association.

As used in this article, the term "employee" shall also mean a group of employees having the same grievance. In such event, the Association representative shall be designated to act as spokesperson and be responsible for processing this grievance. The Association will not process a grievance on behalf of an employee without that employee's consent.

The term "days" as used in this article shall mean calendar days ~~working days, excluding any day observed as a holiday, weekend (Saturday/Sunday), or vacation by the City or the employee.~~

Section 2: Grievance Procedures

Grievances shall be presented and adjusted in the following manner:

2.1: It is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

2.2: Every effort will be made by the parties to settle any grievances as expeditiously as

possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned. However, a moratorium will be observed annually by the parties during the winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on a Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period, all grievance time limits shall be tolled.

The above-mentioned time frames may be extended by mutual agreement. The City or Association may request and mutually agree that any of the steps contained within this procedure may be waived in order to resolve a grievance as expeditiously as possible.

2.3: Grievances shall be presented in writing on a prescribed form (Appendix "~~E~~ D") in the following manner:

Step I: The employee shall first present his grievance in writing to his Division commander within fifteen (15) ~~ten (10)~~ days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ~~ten (10)~~ fifteen (15)days period shall commence running immediately upon the employee's return from such compensated leave. The Division commander shall within twelve (12) ~~ten (10)~~ days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (a) Any grievance not satisfactorily settled at Step I will be taken up with the Chief of Police or his designee within twelve (12) ~~ten (10)~~ days from the date the Division commander has rendered his decision. This grievance shall be in writing and a copy of the original written grievance must be attached. The Chief or his designee shall within twelve (12) ~~ten (10)~~ days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (b) Where a grievance is general in nature, in that it applies to a number of employees, rather than a single employee, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's representative in writing directly to the Chief of Police, within twelve (12) ~~ten (10)~~ working days of the Association's representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. Any such grievance shall be limited to the express term of this Agreement. For purposes of this section the Association's representative is the executive director of the Association or any of the representatives designated by the Association pursuant to Article 5, Section 3 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager or his designee within twelve (12) ~~(10)~~ days from the date the Chief of Police or his designee has rendered his written decision. The designee selected by the City Manager shall not be a police department employee. The City Manager or his designee shall, within twelve (12) ~~ten (10)~~ days after receipt of the grievance, meet with the bargaining unit member(s) and his representative. The City Manager or his designee shall within twenty (20) ~~fifteen (15)~~ days of that meeting render his decision in writing. A copy of the decision will be sent to IUPA. The above-mentioned time frames may be

extended by mutual agreement, in writing.

It shall be the responsibility of the employee or Association to present the written grievance at each step. If the grievance is not brought to the next step by the employee within the stated time limits, the grievance shall be considered conclusively abandoned.

TA – 6-23-15 (was TA'd on 5-6-15, but "moratorium" was added on 6-23)

ARTICLE ~~22~~ 23

ARBITRATION

Section 1: Definitions and Clarifying Statements:

In the event a grievance processed through the grievance procedure has not been resolved in Step III, the Association may request that the grievance be submitted to arbitration within ~~fifteen (15)~~ twenty (20) calendar days after the City Manager or his designee renders a written decision on the grievance. The Association shall request that the Federal Mediation and Conciliation Services (FMCS) provide a panel of seven (7) names. A copy of the request to the FMCS shall be simultaneously provided to the City. The request to the FMCS must be submitted within ~~fifteen (15)~~ twenty (20) calendar days of the Step III grievance determination by the City Manager or his designee. The holiday season moratorium outlined in Article 22, Section 2.2 shall also apply to the aforementioned deadlines.

From the panel of seven names, the Association shall strike first. The next five names shall be stricken in alternating fashion, leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. In lieu of striking names, the parties may mutually agree to an arbitrator from the list of seven (7) names provided by the Federal Mediation and Conciliation Service. This process shall be completed within fifteen (15) calendar days of receipt of the panel.

In the event a dispute exists with respect to the arbitrability of the grievance submitted to arbitration, the City and the Association agree to request from the FMCS a second panel of seven (7) names within the aforementioned twenty (20) day period. Using the striking procedure detailed herein, the parties agree to select an arbitrator within five (5) calendar days of receipt of the panel. The parties agree that the matter of arbitrability be submitted to the arbitrator, and that it be heard and resolved by the arbitrator within forty-five (45) calendar days, if possible.

Section 2: Procedures

2.1: The City and the Association shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated and a list of each party's witnesses at least ~~15~~ 20 calendar days prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance and/or witness lists to be submitted to the arbitrator, each party shall accept service of witness subpoenas. The arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step III of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the National Rules for the Resolution of Employment Disputes promulgated by the American Arbitration Association.

2.2: Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The impartial arbitrator's fees and related expenses shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.3: Copies of the arbitrator's award shall be furnished to both parties within ~~thirty (30)~~ forty five (45) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

2.4: The arbitrator's award may (or may not) be retroactive as the equities of the matter may require, but an award shall not be retroactive to a period earlier than 180 days before the date the underlying grievance was filed or the date upon which the collective bargaining agreement was made effective, whichever is earlier. This limitation as to the retroactive period shall not apply to disputes based solely upon the inadvertent underpayment or overpayment of wages and/or benefits.

ARTICLE ~~23~~ 24

SAVINGS CLAUSE

If any article, portion, provision, term or condition or section of this Agreement is found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial or administrative authority, all other articles, portions, provisions, terms or conditions and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within thirty (30) days thereafter after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, portion, provision, term or condition or section of this Agreement to bargain, if necessary, concerning that the article, portion, provision, term or condition or section found to be invalid, illegal or unenforceable. The failure to reach any agreement shall have no effect on the other articles, portions, provisions, terms or condition or sections of this Agreement that shall remain in full force and effect for the duration of this Agreement.

ARTICLE ~~24~~ 25

SERVICE TO THE ASSOCIATION

The City agrees to furnish one (1) copy of the following documents to the Association, at no cost, upon request:

A. Current Final Budget
B. Current Personnel Rules and Regulations
C. Current Police Procedures Manual
D. Current Safety Manual
E. Current City Substance Abuse Policy
F. Current Education and Tuition Reimbursement Policy
G. Current Comprehensive Emergency Operations Plan

CITY PROPOSAL ~~6-23-15~~ 9-29-15

ARTICLE ~~25~~ 26

DURATION

Section 1: All Articles contained in this Agreement shall continue in full force and unchanged, for a time period of ~~three~~ (3) years, October 1, ~~2012~~ 2015 through September 30, 2018 ~~2015~~.

Section 2: Prior to March 1, 2018 ~~2015~~, but no earlier than January 1, 2018 ~~2015~~, either party may notify the other of its intent to negotiate a successor Agreement. Should either party give notice via Certified Mail of its desire to negotiate a successor Agreement, the parties shall commence bargaining on or before April 1, 2018 ~~2015~~.

Section 3: In the event that neither party submits a written request to negotiate a successor agreement by March 1, 2018 ~~2015~~, this agreement shall remain in effect for an additional one (1) year.

PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO:

_____ _____

SCOTT JOHNSON, PRESIDENT, LOCAL 6015 DATE

_____ _____

JOSEPH BYRNE, SR. VICE PRESIDENT, LOCAL 6015 DATE

FOR THE CITY OF PORT ST. LUCIE:

_____ _____

JEFFREY A. BREMER, CITY MANAGER DATE

CITY'S NEGOTIATING TEAM:

_____

JEROME POST, SPHR, SHRM-SCP
DIRECTOR OF HUMAN RESOURCES _____

DATE

LARA DONLON
ATTORNEY-TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

DATE

SUSAN WILLIAMS, PHR, SHRM-CP, CLRP
LABOR RELATIONS ADMINISTRATOR

DATE

DATE

RICHARD DELTORO
ASST. CHIEF of POLICE

APPENDICES

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13H
Meeting Date: 4/11/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Jerome Post, Human Resources Director

Agenda Item: Motion: Approval of a Mutual Consent Agreement between the City of Port St. Lucie and the Port St. Lucie Police Officers Association, Local 6015, International Union of Police Associations, AFL-CIO, International Union of Police Associations – Sergeants and International Union of Police Associations - Lieutenants

Submittal Date: 4/4/2016

STRATEGIC PLAN LINK: Strategic Plan Goal 1: Financially Sound City, High Performance Organization.

BACKGROUND: Following the passage of SB 172, which amended Chapters 175 and 185, Florida Statutes last year, the City and the Unions have been advised by the Pension Board Attorney to also sign a Mutual Consent Agreement recognizing the direction of the State monies.

ANALYSIS: Attached is a copy of the Agreement which contains language taken verbatim from the three tentative agreements also under review by the Council. Those members retiring after October 1, 2015 will receive a pension multiplier of 3.27%, increased from 3.09%. In exchange, the City will receive all the money in the Excess State Monies Reserve and all funds from the State of Florida Insurance Premium Taxes.

FINANCIAL INFORMATION: The City's contribution to the pension fund is not expected to increase because the money received from the Excess Reserve and the state funds is expected to cover the cost of the increased multiplier per the Actuary Impact Statement dated March 24, 2016.

LEGAL INFORMATION: Approved by Glen Torcivia of Torcivia, Donlon, Goddeau & Ansay, P.A.as to form.

STAFF RECOMMENDATION: The recommendation is to approve this Agreement.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Jerome Post, Human Resources Director, will provide a brief presentation.

REQUESTED MEETING DATE: NA

LOCATION OF PROJECT: NA

ATTACHMENTS: Mutual Consent Agreement

MUTUAL CONSENT AGREEMENT

City of Port St. Lucie

The City of Port St. Lucie and the members of the Port St. Lucie Police Officers Association, Local 6015, the International Union of Police Associations Sergeants and the International Union of Police Associations Lieutenants agree to the following:

For members who retire on or after October 1, 2015, the benefit rate for eligible distributes shall be three and twenty-seven hundredths percent (3.27%). All funds in the "Excess State Monies Reserve" shall be used to fund this benefit enhancement for the term of this Agreement. All funds from the State of Florida Insurance Premium taxes from October 1, 2015 shall be available to the City to fund the City share of the pension plan and shall not be available for future benefit enhancements. In the event the State of Florida Insurance Premium tax model is substantially changed causing a reduction in the funds available to the City, the parties agree to open bargaining to address the shortfall.

For the City of Port St. Lucie:

_____

Jeffrey A. Bremer, City Manager Date

_____

Jerome Post, Human Resources Dir. Date

_____

Lara Donlon, Attorney Date
Torcivia, Donlon, Goddeau & Ansay, P.A.

_____

Susan Williams, Date
Labor Relations Administrator

For the Unions:

_____

Ryan A. Burton, Esq., IUPA Date

_____

Scott Johnson, President Date
IUPA Local 6015 Officers

_____

Daniel Harrington, President Date
IUPA – Sergeants

_____

Leo Niemczyk, President Date
IUPA - Lieutenants

CITY OF PORT ST. LUCIE
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

March 24, 2016

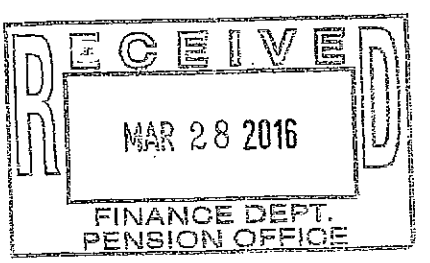
Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following proposed benefit change:

> For Members retiring after September 30, 2015, an increase in the benefit accrual rate for all years of service from 3.09% to 3.27%.
>
> For purposes of this benefit enhancement, the net increase in the Unfunded Actuarial Accrued Liability is amortized as a level dollar over thirty years.

The cost impact, determined as of October 1, 2015, as applicable for the funding year beginning October 1, 2016, is as follows:

	Current	Proposed
Total Required Contribution	$6,442,386	$6,743,686
Member Contributions (Est.)	1,643,367	1,643,367
City and State Required Contribution	4,799,019	5,100,319
State Contribution (est.) [1]	717,100	1,082,037
Balance from City	$4,081,919	$4,018,282

[1] Under the proposed Collective Bargaining Agreement between the City and Unions, all future Premium Tax Monies (including the September 30, 2015 value of Excess State Monies Reserve) is available to the City to assist with current and future Plan funding.



The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report and the October 1, 2015 actuarial valuation report are considered an integral part of the actuarial opinions.

Douglas H. Dozen, E A, MAAA
Enrolled Actuary #14-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	Proposed Benefits 10/1/2015	Current Benefits 10/1/2015
A. Participant Data		
Number Included		
Actives	206	206
Service Retirees	36	36
DROP Retirees	15	15
Beneficiaries	5	5
Disability Retirees	6	6
Terminated Vested	24	24
Total	292	292
Total Annual Payroll	$16,490,116	$16,490,116
Payroll Under Assumed Ret. Age	16,490,116	16,490,116
Annual Rate of Payments to:		
Service Retirees	1,801,590	1,801,590
DROP Retirees	944,139	944,139
Beneficiaries	99,304	99,304
Disability Retirees	126,517	126,517
Terminated Vested	365,205	365,205
B. Assets		
Actuarial Value [1]	73,268,376	73,268,376
Market Value [1]	70,456,290	70,456,290
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	73,104,304	69,535,657
Disability Benefits	1,288,038	1,225,632
Death Benefits	780,320	738,940
Vested Benefits	9,305,894	8,793,710
Refund of Contributions	390,394	390,394
Service Retirees	19,431,137	19,431,137
DROP Retirees[1]	12,584,144	12,584,144
Beneficiaries	681,921	681,921
Disability Retirees	770,600	770,600
Terminated Vested	2,865,251	2,865,251
Excess State Monies Reserve	0	1,508,953
Total	121,202,003	118,526,339

C. Liabilities - (Continued)	Proposed Benefits 10/1/2015	Current Benefits 10/1/2015
Present Value of Future Salaries	145,617,599	145,617,599
Present Value of Future Member Contributions	13,105,584	13,105,584
Normal Cost (Retirement)	2,398,261	2,274,107
Normal Cost (Disability)	72,720	70,280
Normal Cost (Death)	33,120	31,360
Normal Cost (Vesting)	686,511	648,732
Normal Cost (Refunds)	103,920	103,920
Total Normal Cost	3,294,532	3,128,399
Present Value of Future Normal Costs	26,496,449	25,137,128
Accrued Liability (Retirement)	52,531,625	50,025,143
Accrued Liability (Disability)	672,774	631,699
Accrued Liability (Death)	501,431	475,063
Accrued Liability (Vesting)	4,566,469	4,315,098
Accrued Liability (Refunds)	100,202	100,202
Accrued Liability (Inactives) [1]	36,333,053	36,333,053
Excess State Monies Reserve	0	1,508,953
Total Actuarial Accrued Liability	94,705,554	93,389,211
Unfunded Actuarial Accrued Liability (UAAL)	21,437,178	20,120,835
Funded Ratio (AVA / AL)	77.4%	78.5%
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives [1]	36,333,053	36,333,053
Actives	20,066,875	18,413,063
Member Contributions	14,147,938	14,147,938
Total	70,547,866	68,894,054
Non-vested Accrued Benefits	1,814,932	1,695,887
Total Present Value Accrued Benefits	72,362,798	70,589,941
Funded Ratio (MVA / PVAB)	97.4%	99.8%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	1,772,857	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	1,772,857	

	Proposed Benefits	Current Benefits
Valuation Date	10/1/2015	10/1/2015
Applicable to Fiscal Year Ending	9/30/2017	9/30/2017
E. Pension Cost		
Normal Cost (with interest) [2]	$3,648,060	$3,464,100
Administrative Expenses (with interest) [2]	180,735	180,735
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2015, with interest) [2]	2,914,891	2,797,551
Total Required Contribution	6,743,686	6,442,386
Expected Member Contributions [2]	1,643,367	1,643,367
Expected City & State Contribution	5,100,319	4,799,019

[1] The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015.

[2] Contributions developed as of 10/1/2015 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

RP-2000 Table with no projection. (Disabled lives set forward 5 years). Based upon other studies of municipal Police Officers, we feel that this assumption sufficiently accommodates expected future mortality improvements.

Interest Rate

7.75% per year compounded annually, net of investment related expenses.

Retirement Age

Number of Years after First Eligibility for Normal Retirement	Probability of Retirement
0-4	40%
5 or more	100%

Commencing with a Member's eligibility for Early Retirement (Age 50 with 10 years of Service); Members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year. This assumption was adopted and developed as a result of our August 9, 2011 experience study.

Salary Increases

Years of Service	Increase in Compensation
Less than 5	8.0%
5-10	7.0%
10-15	6.5%
15-20	6.0%
More than 20	5.5%

This assumption was adopted and developed as a result of our August 9, 2011 experience study.

Final Salary Load

Credited Service on 10/1/2012	Load Assumption
10 or more years	20%
Between 5 and 10 years	15%
Less than 5 years	0%

Administrative Expenses

$163,220 per year, based on the prior year's actual expenses.

Payroll Increases	4.97% per year.
Funding Method	Entry Age Normal Actuarial Cost Method. The following loads are applied for determination of the Sponsor funding requirement: Interest – A half year, based on the current 7.75% assumption. Salary – A full year, based on the current average assumption of 6.6%.
Asset Valuation	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.
Disability Rate	See table below for sample rates. It is assumed that 75% of disablements and active member deaths are service related.
Termination Rate	See table below for sample rates. This assumption was adopted and developed as a result of our August 9, 2011 experience study.

Age	% Terminating During the Year	% Becoming Disabled During the Year
20	12.0%	0.03%
30	10.0	0.04
40	5.2	0.07
50	1.6	0.18

SUMMARY OF PLAN
(THROUGH ORDINANCE 13-49)

Eligibility	Full-time employees who are classified as full-time sworn police officers shall participate in the System as a condition of employment.
Credited Service	Total years and fractional parts of years of employment with the City as a Police Officer.
Salary	Total W-2 compensation including tax deferred and exempt income. Effective May 1, 2013, overtime included in Salary is limited to 275 hours per calendar year. Additionally, no hours of unused sick and vacation leave earned after May 1, 2013 shall be includible for Salary purposes.
Average Final Compensation	Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.
Contributions	
Member	9.0% of Salary.
State	0.85% tax on premiums for casualty insurance.
City	10.5% of total pay contributed for each Member plus any remaining amount necessary for payment of Normal (current year's) Cost. Once vested, Members are entitled to amounts contributed for them by the City.
Normal Retirement	
Date	Earlier of Age 55 and 10 years of Credited Service, or age 52 and 25 years of Credited Service.
Benefit	3.09% of Average Final Compensation times Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
Early Retirement	
Eligibility	Age 50 and 10 Years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year.

Vesting (Termination)

Less than 5 years of Credited Service	Refund of Member Contributions.
5 years or more	Accrued benefit payable at Normal Retirement Age or earlier, reduced as for Early Retirement if to commence prior to Normal Retirement Date. or Refund of Member Contributions (including amounts contributed for Member at the rate of 6% of salary by the City effective 10/1/91, and 10.5% effective May 5, 2005).

Disability

Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred), or 25% of Average Final Compensation (Non-Service Incurred).
Duration	Payable for life, with 120 months certain, or until recovery (as determined by the Board). Options are available.

Death Benefits

Pre-Retirement	
Vested	Monthly accrued benefit payable to designated beneficiary for 10 years beginning at Member's Normal Retirement Date.
Non-Vested	Refund of accumulated contributions.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees	a. Two Council appointees, b. Two Members of the Department elected by the membership, and c. Fifth Member elected by other 4 and appointed by Council.
Deferred Retirement Option Plan	
Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	At member's election, either: a) 6.5% effective annual interest, compounded monthly, or b) Net investment return of the fund credited each fiscal quarter. Members may change election one time during DROP participation.

Ms. Sarah Carr
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

Re: Actuarial Impact Statement

Dear Ms. Carr:

The City of Port St. Lucie is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 185, we are enclosing the required Actuarial Impact Statement and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
Bureau of Local Retirement Systems
P. O. Box 9000
Tallahassee, FL 32315-9000

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Port St. Lucie is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13I
Meeting Date: 4/11/16

TO: Mayor and City Council

FROM: Jeff Bremer, City Manager

Agenda Item: Discussion: Street Lighting District Boundary 442 – SW Dailey Ave – Partial Refund.

Submittal Date: 4/5/2016

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to our Mission, Principle 1, Exceptional Municipal Services.

BACKGROUND: This item was added on behalf of Councilwoman Martin, to discuss with City Council the option of providing a refund for the time period that residents did not have street lights.

ANALYSIS: N/A

FINANCIAL INFORMATION: See attachment

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 4/11/2016

LOCATION OF PROJECT: Port St. Lucie Section 22, SW Dailey Avenue

ATTACHMENTS:
Email string between resident, staff and Councilwomen Martin
Spreadsheet detailing refund amounts
Approved item 9A from the 3/23/15 regular Council meeting

Jasmin Padova

From: Patricia Roebling
Sent: Monday, April 04, 2016 4:27 PM
To: Jasmin Padova
Cc: MaryAnn Verillo; Ed Fry; Irene Sorensen; Karen Phillips; James Angstadt; Heath Stocton; Yolanda Ruiz
Subject: FW: Thank You
Attachments: Steetlighting Refund - Bndry 442 - SW Dailey Ave.xlsx

Jasmin, please prepare an agenda item memo for the request for reimbursement as highlighted below. Please include this email and the attachment for discussion under "New Business" for the April 11th Council Meeting. Thank you.

Patricia Roebling, P.E.
Assistant City Manager –
Adm. Services / City Engineer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 344-4042 Office Phone
patr@cityofpsl.com

From: MaryAnn Verillo
Sent: Monday, April 04, 2016 3:03 PM
To: Patricia Roebling <patr@cityofpsl.com>; Irene Sorensen <IreneS@cityofpsl.com>
Subject: FW: Thank You

From: Irene Sorensen
Sent: Monday, April 04, 2016 3:00 PM
To: Patricia D'Abate <PDAbate@cityofpsl.com>
Cc: Ed Fry <efry@cityofpsl.com>; MaryAnn Verillo <DeliaM@cityofpsl.com>
Subject: RE: Thank You

Patricia,

I have attached a spreadsheet identifying the current owners in streetlight boundary 442 , SW Dailey Ave and refunds due thru March 31st. The total amount to be refunded is $639.68 , approximately $12.23 per parcel.

Should you need additional information please let me know.

Irene

Irene Sorensen, CGFO
Accounting Manager,

Property Tax/Assessment Division
Finance
871-5199

From: Ed Fry
Sent: Monday, April 04, 2016 10:03 AM
To: Irene Sorensen <IreneS@cityofpsl.com>
Cc: Patricia Roebling <patr@cityofpsl.com>
Subject: FW: Thank You

Can you identify the residents in this street light boundary? We will need to give Patricia a list of the names and addresses and a reimbursement amount for each person.

From: Jeffrey Bremer
Sent: Monday, April 04, 2016 9:32 AM
To: Patricia Roebling <patr@cityofpsl.com>
Cc: Ed Fry <efry@cityofpsl.com>; MaryAnn Verillo <DeliaM@cityofpsl.com>; Reporter <Reporter@cityofpsl.com>
Subject: FW: Thank You

Patricia:

As we discussed, please process a reimbursement of the appropriate amount to the residents in this street lighting district.

Thanks,

Jeff

From: Shannon Martin
Sent: Monday, April 04, 2016 12:16 AM
To: Jeffrey Bremer <jbremer@cityofpsl.com>
Subject: Fwd: Thank You

Happy that the lights have been finally installed. Where are we on issuing refunds for the time they did not have lights(as was done in the past)? If this needs to go before Council, please add it as an agenda item to the next meeting.

Thx

Shannon

Sent from my iPad

Begin forwarded message:

> **From:** Jeffrey Bremer <jbremer@cityofpsl.com>
> **Date:** April 3, 2016 at 11:37:09 PM EDT
> **To:** Reporter <Reporter@cityofpsl.com>, Linda Bartz <district1@cityofpsl.com>, Shannon Martin <District3@cityofpsl.com>
> **Cc:** Reporter <Reporter@cityofpsl.com>
> **Subject: FW: Thank You**

From: Joe Mojica
Sent: Sunday, April 03, 2016 11:37:02 PM (UTC-05:00) Eastern Time (US & Canada)
To: Shannon Martin; Greg Oravec; Karen Phillips; Jeffrey Bremer
Cc: Yolanda Ruiz; Christina Flores; Amy.Brunjes@fpl.com
Subject: Thank You

Dear All,
On behalf of the residents on Dailey Avenue, I wanted to take the time to express our gratitude for being proactive regarding the installation of streetlights on Dailey Avenue. We would like you all to know that your efforts do not go unrecognized. Because of the urgency you demonstrated in resolving the issue, I can assure that the residents are very happy and feel safer at night.

Thank you for taking the time for reading my original email and for working together with the parties involved to get the situation resolved. Your efforts in completing the project have given the residents an opportunity to see city government leadership at its best. Your leadership qualities have left us with a positive impact!

Respectfully,
Joe Mojica
PSL Resident

C:\Users\jasminp\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\JFLMR0Q5\Steetlighting Refund - Bndry 442 - SW Dailey Ave

Refund of Streetlighting Fees Billed on 2015 Tax Roll

Streetlights Not Installed until April 2016

Boundary 442 - SW Dailey Ave

	ParcelID	Property Address	Current Owner per SLCPA 4/4/16	Current Owner2	Current Owner Mailing Address	Current Owner Address2	Current Owner City, State, Zip	Date of Sale	LegalDesc	Ballots	Billed on 2015 Taxes	Date Paid	Discount Rec'd	Less Discount	Less SLCTC Fee	Total Paid 12 Months	Refund Due 10/1 - 3/31
1	3420-605-0157-000-1	4000 SW HAINLIN ST	Marrie Muthu		104-38 37th Dr		Corona, Queens, NY 11368		PORT ST LUCIE-SEC 22- BLK 1999 LOT 1 (MAP 44/29S) (OR	1	$26.00	11/30/15	4%	$24.96	$24.46	$24.46	$12.23
2	3420-605-0158-000-8	508 SW Dailey AVE	Raymond E McCrary	Joe L Mojica	508 SW Dailey Ave		Port St Lucie, FL 34953-3027		PORT ST LUCIE-SEC 22- BLK 1999 LOT 2 (MAP 44/29S) (OR	1	$26.00	11/30/15	4%	$24.96	$24.46	$24.46	$12.23
3	3420-605-0159-000-5	514 SW Dailey AVE	Frank Ardillo		1115 N 46 Ave		Hollywood, FL 33021		PORT ST LUCIE-SEC 22- BLK 1999 LOT 3 (0.23 AC) (MAP 44	1	$26.00	11/29/15	4%	$24.96	$24.46	$24.46	$12.23
4	3420-605-0160-000-5	520 SW Dailey AVE	Jorge A Baca	Tanya Baca	520 SW Dailey AVE		Port St Lucie, FL	10/20/14	PORT ST LUCIE-SEC 22- BLK 1999 LOT 4 (0.23 AC) (MAP 44	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
5	3420-605-0161-000-2	526 SW Dailey AVE	Brian Scott		526 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 1999 LOT 5 (MAP 44/29S) (OR	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
6	3420-605-0162-000-9	532 SW Dailey AVE	Ronald J Roberts		532 SW Dailey Ave		Port St Lucie, FL 34953-3027		PORT ST LUCIE-SEC 22- BLK 1999 LOT 6 (MAP 44/29S) (OR	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
7	3420-605-0163-000-6	538 SW Dailey AVE	JC Investment Properties LLC		% June Ward	15425 SW 99th Ave	Miami, FL 33157		PORT ST LUCIE-SEC 22- BLK 1999 LOT 7 (MAP 44/29S) (OR	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
8	3420-605-0164-000-3	544 SW Dailey AVE	Jon A Chadwick		544 SW Dailey Ave		Port St Lucie, FL 34953-3027		PORT ST LUCIE-SEC 22- BLK 1999 LOT 8 (MAP 44/29S) (OR	1	$26.00	11/12/15	4%	$24.96	$24.46	$24.46	$12.23
9	3420-605-0165-000-0	550 SW Dailey AVE	Diane Galan		550 SW Dailey Ave		Port St Lucie, FL 34953-3027		PORT ST LUCIE-SEC 22- BLK 1999 LOT 9 (MAP 44/29S) (OR	1	$26.00	11/25/15	4%	$24.96	$24.46	$24.46	$12.23
10	3420-605-0166-000-7	556 SW Dailey AVE	Michael LaMonica		16 Hamilton Ave		North Babylon, NY 11703		PORT ST LUCIE-SEC 22- BLK 1999 LOT 10 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
11	3420-605-0167-000-4	562 SW Dailey AVE	Bernard Cuffy		562 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 1999 LOT 11 (MAP 44/29S) (O	1	$26.00	03/29/16	0%	$26.00	$25.48	$25.48	$12.74
12	3420-605-0168-000-1	568 SW Dailey AVE	Gerald I Adams		% Supreme Builders Inc	6910 Royal Palm Beach Blvd	Royal Palm Beach, FL 33412		PORT ST LUCIE-SEC 22- BLK 1999 LOT 12 (MAP 44/29S) (O	1	$26.00	11/30/15	4%	$24.96	$24.46	$24.46	$12.23
13	3420-605-0169-000-8	574 SW Dailey AVE	Lifene Derosiers		574 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 1999 LOT 13 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
14	3420-605-0170-000-8	580 SW Dailey AVE	Lee Moskowitz		7553 Greenville Cir		Lake Worth, FL 33467		PORT ST LUCIE-SEC 22- BLK 1999 LOT 14 (MAP 44/29S) (O	1	$26.00	12/21/15	3%	$25.22	$24.72	$24.72	$12.36
15	3420-605-0171-000-5	586 SW Dailey AVE	Francisco Aguirre		586 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 1999 LOT 15 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
16	3420-605-0202-000-2	3989 SW HALCOMB ST	Maurice K Daley		3989 SW Halcomb St		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2000 LOTS 16 AND 17 (MAP 4	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
17	3420-605-0204-000-6	573 SW Dailey AVE	Ronald E Barrow		58 Buffalo St		Elmont, NY 11003		PORT ST LUCIE-SEC 22- BLK 2000 LOTS 18 AND 19 (MAP 4	2	$52.00	12/03/15	3%	$50.44	$49.43	$49.43	$24.72
18	3420-605-0206-000-0	561 SW Dailey AVE	Jakland LLC		1530 SE Sunshine Ave		Port St Lucie, FL 34952-6010		PORT ST LUCIE-SEC 22- BLK 2000 LOT 20 (MAP 44/29S) (O	1	$26.00	N/A	N/A	$0.00	$0.00	$0.00	$0.00
19	3420-605-0207-000-7	555 SW Dailey AVE	Lyudmila Ripley		555 SW Dailey Ave		Port St Lucie, FL 34953-3028		PORT ST LUCIE-SEC 22- BLK 2000 LOT 21 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
20	3420-605-0208-000-4	549 SW Dailey AVE	Michael C Jones		549 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2000 LOT 22 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
21	3420-605-0209-000-1	543 SW Dailey AVE	Scott A Forbes		1285 Capri Dr		Panama City, FL 32405		PORT ST LUCIE-SEC 22- BLK 2000 LOTS 23 AND 24 (MAP 4	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
22	3420-605-0211-000-8	531 SW Dailey AVE	Dana Creager		531 SW Dailey Ave		Port St Lucie, FL 34953-3028		PORT ST LUCIE-SEC 22- BLK 2000 LOT 25 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
23	3420-605-0212-000-5	525 SW Dailey AVE	Roland C Coelho		525 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2000 LOT 26 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
24	3420-605-0213-000-2	519 SW Dailey AVE	Adron Varney		635 Red Rose Cir		Olive Hill, KY 41164		PORT ST LUCIE-SEC 22- BLK 2000 LOT 27 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
25	3420-605-0214-000-9	513 SW Dailey AVE	Javier Calderon		513 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2000 LOT 28 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
26	3420-605-0215-000-6	507 SW Dailey AVE	Gilberto A Marmolejo		507 SW Dailey Ave		Port St Lucie, FL 34953-3028		PORT ST LUCIE-SEC 22- BLK 2000 LOT 29 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
27	3420-605-0216-000-3	501 SW Dailey AVE	Michelle A Samuel		501 SW Dailey Ave		Port St Lucie, FL 34953-3028		PORT ST LUCIE-SEC 22- BLK 2000 LOT 30 (MAP 44/29S) (O	1	$26.00	N/A	N/A	$0.00	$0.00	$0.00	$0.00
28	3420-605-0379-000-3	4002 SW KAMSLER ST	Antonio Garcia		4002 Kamsler St		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2007 LOT 1 (MAP 44/29S) (OR	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
29	3420-605-0380-000-3	406 SW Dailey AVE	Antonio Garcia Family Trust		4002 SW Kamsler St		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2007 LOT 2 (MAP 44/29S) (OR	1	$26.00	03/18/16	0%	$26.00	$25.48	$25.48	$12.74
30	3420-605-0381-000-0	412 SW Dailey AVE	Lazreen Thomas		6640 Evergreen Dr		Miramar, FL 33023		PORT ST LUCIE-SEC 22- BLK 2007 LOT 3 (MAP 44/29S) (OR	1	$26.00	11/29/15	4%	$24.96	$24.46	$24.46	$12.23
31	3420-605-0382-000-7	418 SW Dailey AVE	Joel M Cohen		520 NW 115th Way		Coral Springs, FL 33071-4120		PORT ST LUCIE-SEC 22- BLK 2007 LOT 4 (MAP 44/29S) (OR	1	$26.00	02/27/16	1%	$25.74	$25.23	$25.23	$12.61
32	3420-605-0383-000-4	426 SW Dailey AVE	Davendra Viran		11513 126th St		S Ozone Park, NY 11420		PORT ST LUCIE-SEC 22- BLK 2007 LOT 5 (MAP 44/29S) (OR	1	$26.00	03/23/16	0%	$26.00	$25.48	$25.48	$12.74
33	3420-605-0384-000-1	434 SW Dailey AVE	Patricia Davis Thogersen		434 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2007 LOT 6 (MAP 44/29S) (OR	1	$26.00	11/27/15	4%	$24.96	$24.46	$24.46	$12.23
34	3420-605-0385-000-8	442 SW Dailey AVE	Haydee E Serna		2800 N Pine Island Rd	Apt 105	Sunrise, FL 33322-2346		PORT ST LUCIE-SEC 22- BLK 2007 LOT 7 (MAP 44/29S) (OR	1	$26.00	02/14/16	1%	$25.74	$25.23	$25.23	$12.61
35	3420-605-0386-000-5	450 SW Dailey AVE	Claudia Escalante		84 Summit Ave		Waldwick, NJ 07463		PORT ST LUCIE-SEC 22- BLK 2007 LOT 8 (MAP 44/29S) (OR	1	$26.00	12/29/15	3%	$25.22	$24.72	$24.72	$12.36
36	3420-605-0387-000-2	458 SW Dailey AVE	Lorraine J Wiebe		458 SW Dailey Ave		Port St Lucie, FL 34953-3025		PORT ST LUCIE-SEC 22- BLK 2007 LOT 9 (MAP 44/29S) (OR	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
37	3420-605-0388-000-9	466 SW Dailey AVE	USA Ymor Lime Investments LP		1 Des Huards St		Verdun PQ H3E 1X9	02/24/15	PORT ST LUCIE-SEC 22- BLK 2007 LOT 10 (MAP 44/29S) (O	1	$26.00	11/25/15	4%	$24.96	$24.46	$24.46	$12.23
38	3420-605-0389-000-6	474 SW Dailey AVE	Joseph Contillo		6525 S Oriole BLVD	Apt 103	Delray Beach, FL 33446	12/28/15	PORT ST LUCIE-SEC 22- BLK 2007 LOT 11 (MAP 44/29S) (O	1	$26.00	01/07/16	2%	$25.48	$24.97	$24.97	$12.49
39	3420-605-0390-000-6	482 SW Dailey AVE	Austin Chan		7 Horizon Dr		Succasunna, NJ 07876-1402		PORT ST LUCIE-SEC 22- BLK 2007 LOT 12 (MAP 44/29S) (O	1	$26.00	11/30/15	4%	$24.96	$24.46	$24.46	$12.23
40	3420-605-0391-000-3	490 SW Dailey AVE	Raquel Negron		490 SW Dailey Ave		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2007 LOT 13 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
41	3420-605-0392-000-0	498 SW Dailey AVE	Davis Stucco Inc		4977 Knights Ferry Rd		Valdosta, GA 31601-1053		PORT ST LUCIE-SEC 22- BLK 2007 LOT 14 (MAP 44/29S) (O	1	$26.00	11/19/15	4%	$24.96	$24.46	$24.46	$12.23
42	3420-605-0422-000-0	3993 SW HAINLIN ST	Irving J Grady		494 SW Paar Dr		Port St Lucie, FL 34953-4020		PORT ST LUCIE-SEC 22- BLK 2008 LOT 15 (MAP 44/29S) (O	1	$26.00	Installments	3%	$25.22	$24.72	$24.72	$12.36
43	3420-605-0423-000-7	491 SW Dailey AVE	Miriam E Leon		23 Williams St	Apt 1R	Yonkers, NY 10701-6193		PORT ST LUCIE-SEC 22- BLK 2008 LOT 16 (MAP 44/29S) (O	1	$26.00	N/A	N/A	$0.00	$0.00	$0.00	$0.00
44	3420-605-0424-000-4	483 SW Dailey Ave	Confidential					06/18/15	PORT ST LUCIE-SEC 22- BLK 2008 LOT 17 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
45	3420-605-0425-000-1	475 SW Dailey AVE	Gregory Mancinelli		475 SW Dailey Ave		Port St Lucie, FL 34953-3026		PORT ST LUCIE-SEC 22- BLK 2008 LOT 18 (MAP 44/29S) (O	1	$26.00	11/18/15	4%	$24.96	$24.46	$24.46	$12.23
46	3420-605-0426-000-8	467 SW Dailey AVE	George E Stonebraker		467 SW Dailey Ave		Port St Lucie, FL 34953-3026		PORT ST LUCIE-SEC 22- BLK 2008 LOT 19 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
47	3420-605-0427-000-5	459 SW Dailey AVE	Randolph Christ		459 SW Dailey Ave		Port St Lucie, FL 34953-3026		PORT ST LUCIE-SEC 22- BLK 2008 LOT 20 (MAP 44/29S) (O	1	$26.00	11/03/15	4%	$24.96	$24.46	$24.46	$12.23
48	3420-605-0428-000-2	451 SW Dailey AVE	James C Maughan III		451 SW Dailey Ave		Port St Lucie, FL 34953-3026		PORT ST LUCIE-SEC 22- BLK 2008 LOTS 21 AND 22 (MAP 4	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
49	3420-605-0430-000-9	435 SW Dailey AVE	Virmasanai Ramsami		2884 Brighton 6th St	2nd Fl	Brooklyn, NY 11235-6703		PORT ST LUCIE-SEC 22- BLK 2008 LOT 23 (MAP 44/29S) (O	1	$26.00	11/30/15	4%	$24.96	$24.46	$24.46	$12.23
50	3420-605-0431-000-6	427 SW Dailey AVE	Gwendolyn Perez		427 SW Dailey AVE		Port St Lucie, FL 34953	06/12/15	PORT ST LUCIE-SEC 22- BLK 2008 LOT 24 (MAP 44/29S) (O	1	$26.00	12/14/15	3%	$25.22	$24.72	$24.72	$12.36
51	3420-605-0432-000-3	419 SW Dailey AVE	Seymour A Clarke		419 SW Dailey Ave		Port St Lucie, FL 34953-3026		PORT ST LUCIE-SEC 22- BLK 2008 LOT 25 (MAP 44/29S) (O	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
52	3420-605-0433-000-0	413 SW Dailey AVE	Donald H Smith		1711 SW Dreyfuss Blvd		Port St Lucie, FL 34953		PORT ST LUCIE-SEC 22- BLK 2008 LOT 26 (MAP 44/29S) (O	1	$26.00	02/07/16	1%	$25.74	$25.23	$25.23	$12.61
53	3420-605-0434-000-7		Confidential						PORT ST LUCIE-SEC 22- BLK 2008 LOT 27 (MAP 44/29S)	1	$26.00	11/23/15	4%	$24.96	$24.46	$24.46	$12.23
54	3420-605-0435-000-4	401 SW Dailey AVE	Nicolina Carbonara		181 SW 76th Ave		Margate, FL 33068-1353		PORT ST LUCIE-SEC 22- BLK 2008 LOT 28 (MAP 44/29S) (O	1	$26.00	11/30/15	4%	$24.96	$24.46	$24.46	$12.23
																	$639.68

Approved by: _____ Date: _____

Amounts paid as of 4/4/16 jnc

Prepared by Property Tax/Assessment Division

jnc

Printed 4/4/2016 4:31 PM

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 3/23/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

RECEIVED
MAR 11 2015
CITY MANAGER'S OFFICE

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #442 SW Dailey Avenue

Submittal Date: 3/11/2015

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal B, Responsive to the Community

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

FINANCIAL INFORMATION: The 2014 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2015 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #442 SW Dailey Avenue, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 3/23/2015

LOCATION OF PROJECT: Port St. Lucie Section 22, SW Dailey Avenue

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

"A City for All Ages"

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: March 2, 2015

Re: Streetlight Layout – SW Dailey Avenue – Boundary No. 442

Attached please find a map of the proposed streetlight layout for the following street:

- SW Dailey Avenue (from Halcomb Street to Kamsler Street) - The proposed layout will provide for **8** new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 1999**
    - ★1) Between 586 & 580 SW Dailey Ave. (Lots 15 & 14)
  - **Block 2000**
    - 2) Between 561 & 555 SW Dailey Ave. (Lots 20 & 21)
    - 3) Between 543 & 531 SW Dailey Ave. (Lots 23/24 & 25)
    - 4) Between 513 & 507 SW Dailey Ave. (Lots 28 & 29)
  - **Block 2008**
    - 5) Between 3993 SW Hainlin St. & 491 SW Dailey Ave. (Lots 15 & 16)
    - 6) Between 467 & 459 SW Dailey Ave. (Lots 19 & 20)
    - 7) Between 435 & 427 SW Dailey Ave. (Lots 23 & 24)
    - 8) Between 413 & 407 SW Dailey Ave. (Lots 26 & 27) *Electrical service located at an existing FPL pole along the front of the property.*

  ★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised all of the electrical service for the proposed streetlights is located at the rear of the properties with the exception of Fixture No. 8 where there is an existing FPL pole located along the roadway. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

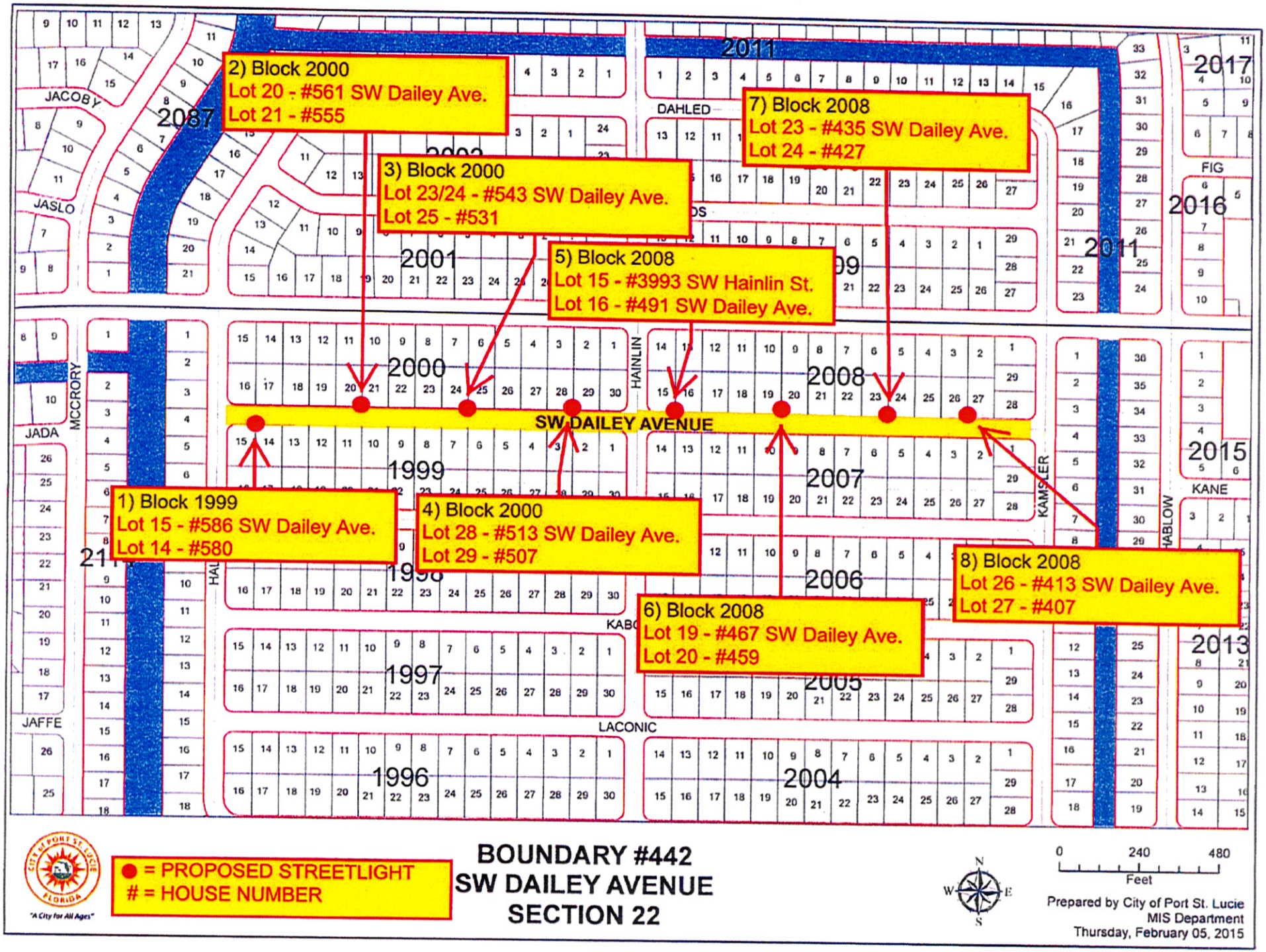
For your convenience any existing lighting facilities have been indicated on the map as well.

If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations


2) Block 2000
Lot 20 - #561 SW Dailey Ave.
Lot 21 - #555
3) Block 2000
Lot 23/24 - #543 SW Dailey Ave.
Lot 25 - #531
5) Block 2008
Lot 15 - #3993 SW Hainlin St.
Lot 16 - #491 SW Dailey Ave.
7) Block 2008
Lot 23 - #435 SW Dailey Ave.
Lot 24 - #427
1) Block 1999
Lot 15 - #586 SW Dailey Ave.
Lot 14 - #580
4) Block 2000
Lot 28 - #513 SW Dailey Ave.
Lot 29 - #507
6) Block 2008
Lot 19 - #467 SW Dailey Ave.
Lot 20 - #459
8) Block 2008
Lot 26 - #413 SW Dailey Ave.
Lot 27 - #407
SW DAILEY AVENUE
JACOBY
JASLO
JADA
JAFFE
MCCRORY
HAINLIN
DAHLED
FIG
KANE
KAMSLER
HABLOW
LACONIC
2087
2001
2000
1999
1997
1996
2011
2008
2007
2006
2005
2004
2017
2016
2015
2013
● = PROPOSED STREETLIGHT
= HOUSE NUMBER
BOUNDARY #442
SW DAILEY AVENUE
SECTION 22
"A City for All Ages"
0 240 480
Feet
Prepared by City of Port St. Lucie
MIS Department
Thursday, February 05, 2015

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

March 11, 2015

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #442 SW Dailey Avenue

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on March 23, 2015, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2014-2015 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY 1 LR 2015

SLEXHIBIT442

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #442

SW DAILEY AVENUE

SECTION 22

BLOCK	1999	LOTS	1	THRU	15	=	15 LOTS
BLOCK	2000	LOTS	16	THRU	30	=	15 LOTS
BLOCK	2007	LOTS	1	THRU	14	=	14 LOTS
BLOCK	2008	LOTS	15	THRU	28	=	14 LOTS
					TOTAL		58 LOTS